



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR  
BOARD MEETING  
March 15, 2023**

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

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

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



2.0





**Wednesday, March 15, 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-Rio Real Student
- 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 Conference with Legal Counsel--Anticipated Litigation (Govt. Code § 54956.9(d)(2)): 1 case
- 4.2 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6017672
- 4.3 Consideration of Student Readmissions [Education Code Section 35146] 6014679; 6008023; and 6010584
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and 2023/2024
- 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
- 4.6 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.7 Public Employee Appointment [Government Code 54957] Title: Middle School Principal and Elementary School Principal

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

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- 5.1 Report of Closed Session

**6. Recognitions/Presentations**

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- 6.1 Rio Real Dual Immersion ASB Update
- 6.2 Rio del Valle Middle School MESA Program Update
- 6.3 National Board Certification Recognition



#### 6.4 Skoolcade Recognition

### **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 Human Resources Updates

### **9. Discussion/Action**

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#### 9.1 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2022.

#### 9.2 Reclassification of District Programs Director to Director of Extended Learning

#### 9.3 Approval of Salary increase for Management and other Non-Represented Groups

#### 9.4 Approval of Salary Increase for Superintendent

#### 9.5 Approval of the Rio School District Transportation Plan for 2022-2023

#### 9.6 Approval of the 2022/2023 Second Interim Budget

#### 9.7 Second and Final Reading of CSBA Board Policies Revisions

### **10. Consent**

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#### 10.1 Approval of the Consent Agenda

#### 10.2 Approval of the Minutes of the Regular Board Meeting of February 15, 2023.

#### 10.3 Approval of the Minutes of the Special Board Meeting of February 22, 2023

#### 10.4 Approval of March Personnel Report

#### 10.5 Ratification of the Commercial Warrant for February 4, 2023 through March 1, 2023

#### 10.6 Approval of MOU with Los Angeles Pacific University

#### 10.7 Approval of Updated Certificated Teacher Salary Schedules

#### 10.8 MOU between VCOE and Rio School District for Tobacco-Use Prevention Education (TUPE) Grant

#### 10.9 Addendum to the ProCare Therapy Contract

#### 10.10 Addendum to the Ventura County Sheriff's Office Contract to add additional part-time SRO services at Rio Plaza Elementary and Rio Real Elementary beginning March, 2023.

#### 10.11 Approval to release an RFP for the Emergency Management System Upgrade





10.12 Approval of Resolution No. 22/23-18 for the issuance of a Notice of Completion for Hughes General Engineering, Inc., Project 22-10L Rio Del Sol STEAM School Playground Structures.

10.13 Approval of Notice of Award to Taft Electric Company for the Rio Del Valle Switchgear Electrical Upgrade, Project #23-01L

10.14 Approval of the Proposal from A4E for the Architectural/Engineering Services for the District-Wide Safety and Security Fencing Projects, #A-2215-01

10.15 Approval of the quotes from Arjay's for the window shades, Phase 1 of the window shade project, for Rio Real, Rio Plaza, Rio Del Valle, and Rio Lindo.

10.16 Awarding the District Fiber service contract to Crown Castle

10.17 Approval of quotes for door Lock-sets at Rio Del Valle and Rio Real and authorization for superintendent or designee to review and approve purchases and installation of lock-sets for the rest of the school sites.

## **11. Organizational Business**

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11.1 Future Items for Discussion

11.2 Future Meeting Dates: April 19, 2023

## **12. Adjournment**

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12.1 Adjournment



4.1





**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Conference with Legal Counsel--Anticipated Litigation (Govt. Code § 54956.9(d)(2)): 1 case

Access Public

Type

**Public Content**

Speaker: John Puglisi, Ph.D.

Rationale:

**Administrative Content**

**Executive Content**



4.2







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6017672
Access	Public
Type	Discussion

**Public Content**

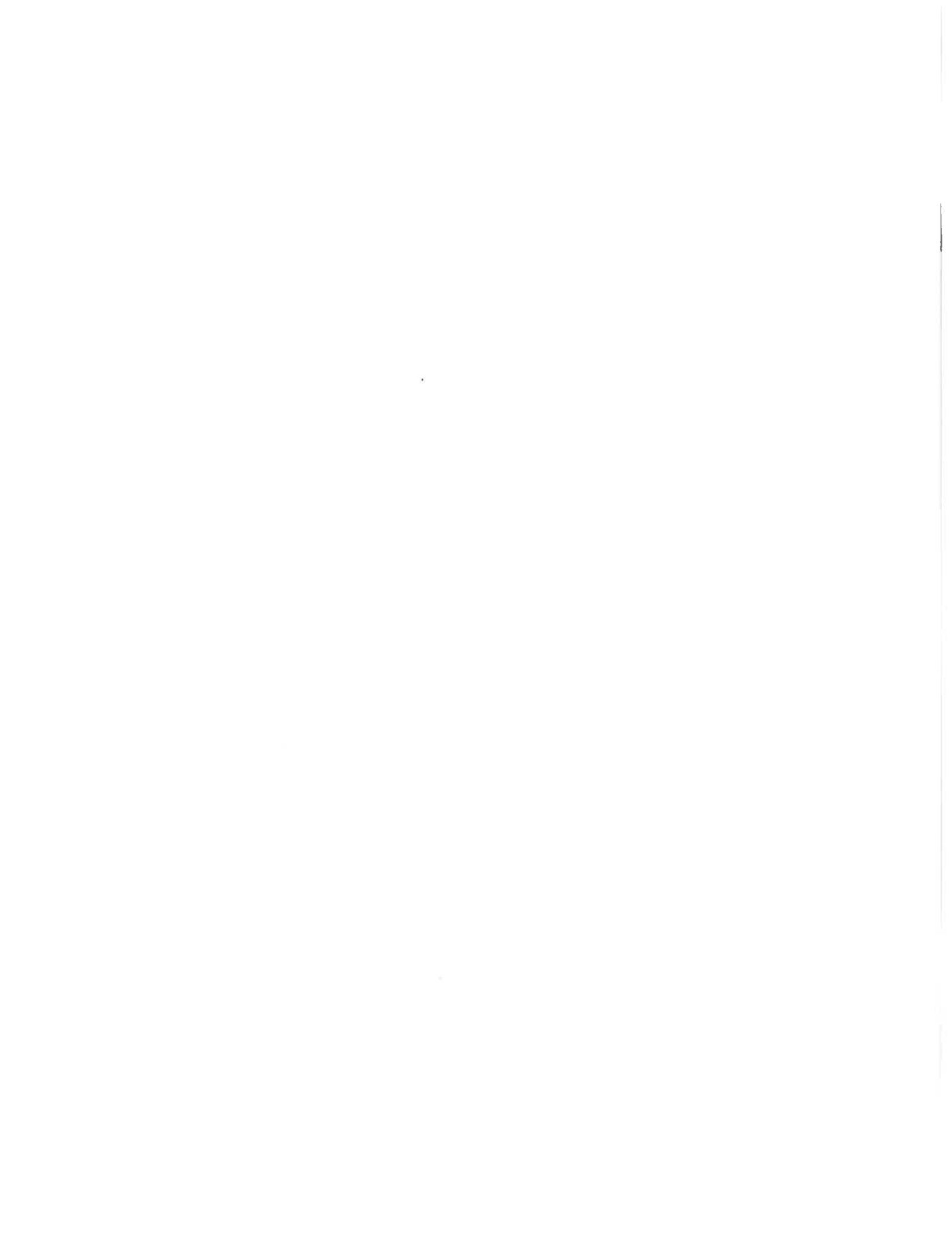
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

**Administrative Content**

**Executive Content**



4.3





**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Consideration of Student Readmissions [Education Code Section 35146] 6014679; 6008023; and 6010584

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



4.4







**Agenda Item Details**

Meeting Mar 15, 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

Access Public

Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D.,

**Rationale:**

Closed session discussion.

**Administrative Content**

**Executive Content**



4.5





**Agenda Item Details**

Meeting	Mar 15, 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**



4.6







**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.6 Public Employee Discipline/Dismissal/Release [Government Code 54957]

Access Public

Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

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

**Administrative Content**

**Executive Content**



4.7





**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.7 Public Employee Appointment [Government Code 54957] Title: Middle School Principal and Elementary School Principal

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



6.1







**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting  
Category 6. Recognitions/Presentations  
Subject 6.1 Rio Real Dual Immersion ASB Update  
Access Public  
Type Report

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

**Rationale:**

The ASB students will provide an updtde of the ASB activities.

**Administrative Content**

**Executive Content**



6.2





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.2 Rio del Valle Middle School MESA Program Update
Access	Public
Type	Report

**Public Content**

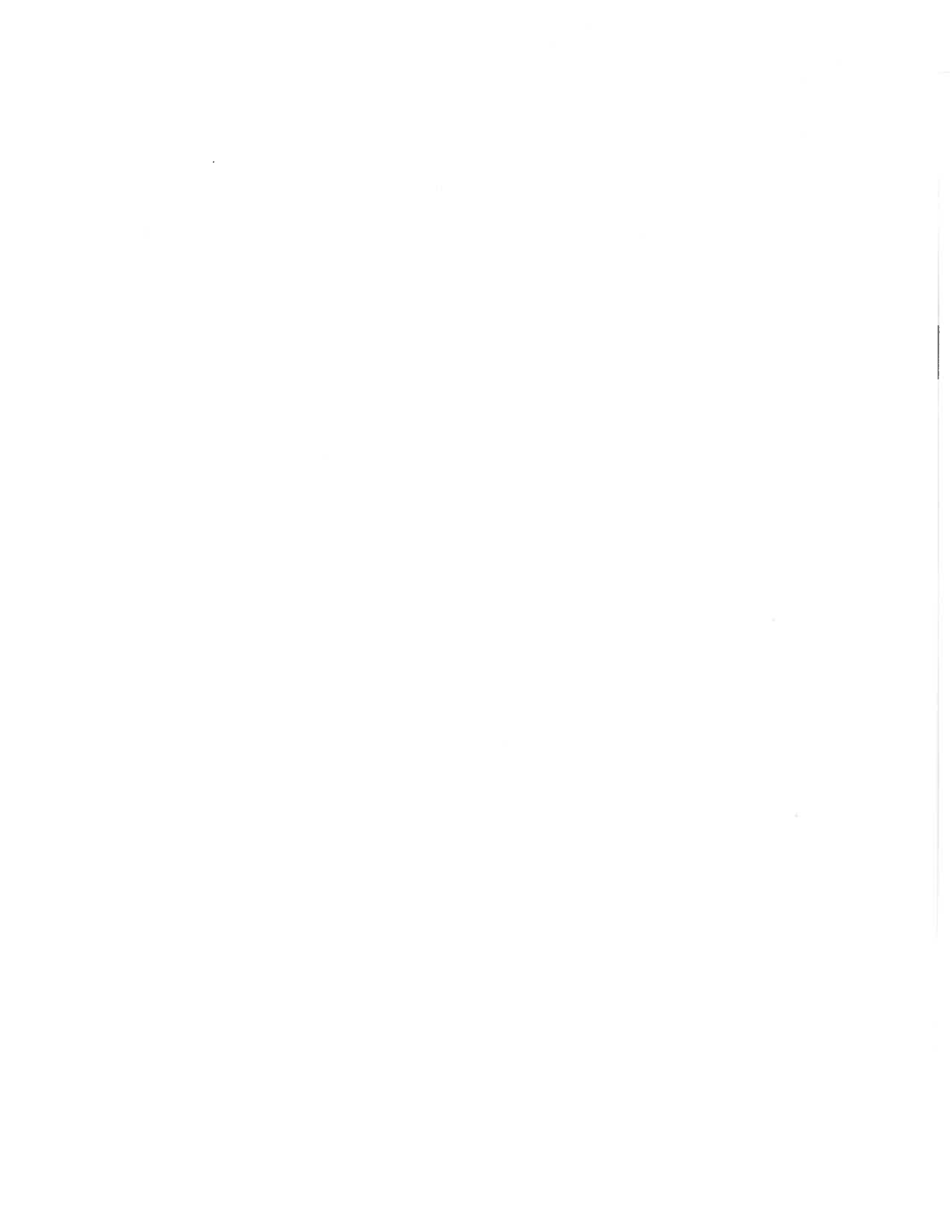
Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

**Rationale:**

Rio del Valle students will provide an update on the MESA program.

**Administrative Content**

**Executive Content**



6.3







**Agenda Item Details**

Meeting Mar 15, 2023 - RSD Regular Board Meeting  
Category 6. Recognitions/Presentations  
Subject 6.3 National Board Certification Recognition  
Access Public  
Type Recognition

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

**Rationale:**

Ms. Rocha will present the National Board Certification to a certificated teacher.

**Administrative Content**

**Executive Content**



6.4





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.4 Skoolcade Recognition
Access	Public
Type	Recognition

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Supertintendent Puglisi will recognize staff that hosted the Skoolcade in February.

**Administrative Content**

**Executive Content**



7.4







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Moment of Silence in honor of Jean Mattson, former Rio School District Board Member
- Instructional Leadership and Student Achievement

**Administrative Content**

**Executive Content**



8.1





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Human Resources Updates
Access	Public
Type	Information

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

**Rationale:**

Ms. Rocha will provide updates on the following:

- COVID/Attendance Update

**Administrative Content**

**Executive Content**



9.1







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2022.
Access	Public
Type	Action
Recommended Action	It is recommended that the Independent Auditors Annual Financial Reports as of June 30, 2022 be approved.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent of Business Services

**Rationale:**

As required by Education Code 41020, the District undergoes independent financial and compliance audits annually. An audit of the district as a whole is performed as well as a separate audit of the Measure L bond funds. The audits serve a variety of purposes, including ensuring the fiscal integrity of the District and identifying areas for improvement.

The audit firm of EideBailly has submitted their findings to the Board of Education. A representative of the firm will be present to provide an overview of their findings and respond to any questions the Board may have. Copies of the reports are attached.

The audits comply with all state standards for school district audits and fulfill the District's obligation for outside oversight per state law.

[Rio Elementary School District Measure L Final Financials Statements 1.pdf \(423 KB\)](#)

[Rio Elementary School District Final Financials Statements 1.pdf \(1,121 KB\)](#)

**Administrative Content**

**Executive Content**







9.2





### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Reclassification of District Programs Director to Director of Extended Learning
Access	Public
Type	Action
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Fiscal Impact	Yes
Dollar Amount	42,853.00
Budgeted	Yes
Budget Source	Extended Learning Opportunities Grant
Recommended Action	Administration recommends approval of this item.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

#### Rationale:

Due to a recent certificated audit, Ventura County Office of Education had the opportunity to review the District Programs Director position. While discussing this position it became clear that the position is a certificated position requiring the administrative services credential.

The Administrative Services Credential authorizes the holder to provide the following services in grades 12 and below, including preschool, and in classes organized primarily for adults including, but not limited to the following:

- Develop, coordinate, and assess instructional programs.
- Evaluate certificated and classified personnel.
- Provide students' discipline, including but not limited to, suspension and expulsion.
- Provide certificated and classified employees discipline, including but not limited to, suspension, dismissal, and reinstatement.
- Supervise certificated and classified personnel.
- Manage school site, district, or county level fiscal services.
- Recruit, employ, and assign certificated and classified personnel.
- Develop, coordinate, and supervise student support services, including but not limited to **extracurricular activities**, pupil personnel services, health services, library services, and technology support services.

All the duties assigned, to the District Program Director positions include the planning, organizing, coordinating, administering, and directing the district's extracurricular activities; hence the position must be staffed with a certificated employee who holds the administrative services credential.





Due to the job duties assigned the county office has determined the position to be certificated and it is required to be reclassified as such to meet auditing requirements.

Additionally, with the passing of new regulations regarding T-K the new job description reflects additional duties to support the need of our youngest learners and professional development and support for the teachers who serve them.

The district is bringing forward a new job description to reclassify the position of Classified District Program Director to a Certificated Director of Extended Learning Programs for approval.

[Director of Extended Learning Programs - Update 3-23.pdf \(458 KB\)](#)

**Administrative Content**

**Executive Content**





Director of Extended Learning Programs  
Certificated Management  
\$128,785 - \$148,561

**BASIC FUNCTION:**

Under the supervision of the Assistant Superintendent of Educational Services, the Programs Director is responsible for the overall supervision, administration, planning and implementation of the District's programming such as the Afterschool Program, Early Education Transitional Kindergarten programs, GATE and afterschool athletics. The Director consults with the Assistant Superintendent of Educational Services and the Site Administrators on all aspects of planning and organizing of these programs with particular attention to the academic needs of English Learners, low-income and at-risk students.

**REPRESENTATIVE DUTIES:**

**Afterschool Program:**

1. Plan and organize the operation and administration of the after school program including the development of a safe and structured after school learning environment for students following established guidelines and District policy and procedures ;
2. Plan and coordinate with the site administrator the planning of quality academic and social and emotional supports including homework assistance for all students including English Learner, low-income and at-risk students and monitor student progress based on achievement and behavioral data;
3. Plan and coordinate enrichment activities and special events that promote STEAM (Science, Technology, Engineering, Arts and Mathematics) and the 5 C's (Critical Thinking, Creativity, Communication, Collaboration and Caring);
4. Plan and coordinate extra-curricular activities to include activities including, but not limited to: athletics, music, art, dance and theater.

**Early Education Transitional Kindergarten Program:**

1. Acts as a liaison to Transactional Kindergarten Teachers;
2. Develop and plan professional development for Transactional Kindergarten Teachers and Instructional Aides.
3. Collaborate with early education partners within and outside of the District

**GATE (Gifted and Talented):**

1. Assist teachers in coordinating the instructional program and GATE instruction; shall ensure that there is at least one GATE activity per month;
2. Assist in developing in-service programs for classroom teachers;
3. Assist in creating an articulated instructional program from kindergarten through grade eight for GATE students
4. Participate in the GATE Parent Advisory Committee;



**Afterschool Athletics:**

1. Act as a liaison to the Site Athletic Directors;
2. Advise and give direction to Site Athletic Directors;
3. Assist with facilitation of communication between the school sites and District Office;

**Other Duties related to supporting District programs:**

1. Conduct meetings and staff training sessions that directly affect the development, planning, coordination, and use of data as it relates to the implementation of District programs;
2. Monitor enrollment and attendance records of students in programs;
3. Participate in the selection, assignment, training and evaluation of personnel;
4. Prepare guides, manuals and bulletins for approval and distribution;
5. Coordinate ongoing planning and evaluation activities;
6. Plan, organize and schedule training programs to provide professional growth for staff personnel;
7. Coordinate with community agencies and develop public and community partnerships that support student learning;
8. Provide program staff with direction and supervision;
9. Compile information and prepare a variety of reports regarding the programs;
10. Oversee program budgets;
11. Plan, coordinate and support implementation of summer and other extended learning programs;
12. Identify, write and oversee grants that support programming needs and goals;
13. Communicate with a variety of District school personnel and departments regarding budgeting, purchase orders and other issues related to assigned programs;
14. Direct an effective and timely evaluation of all phases of the programs to ensure all goals and quality guidelines have been met;
15. Coordinate the maintenance, storage and care of program equipment and supplies;
16. Attend District staff meetings, read various publications and participate in professional development opportunities to continuously upgrade professional knowledge;
17. Prepare and provide reports as required by local, state and federal regulations;
18. Perform other duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**Knowledge Of:**

1. Federal and state laws and regulations as it pertains to federally funded, state administered programs
2. Provisions of the Education Code, Title 2 and Title 5 of the Administrative Code, and other statutes or regulations, policies and procedures related to the assignment
3. Operation and administration of School Law, Board Policy, and District rules and regulations
4. California Common Core State Adopted Academic Content Standards, English Language Development Standards and Pre-school Foundations



5. Budget development and management
6. Record keeping techniques
7. Oral and written communication skills
8. Operation of a computer and related software

**Ability To:**

1. Ability to interact effectively and promote good working relationships with administrators, teachers, classified employees, district office personnel, parents, students and other community members
2. Assure agreements, activities, and projects comply with applicable state and federal regulations, policies and timelines
3. Identify compliance issues and problems and assist school sites in their resolution
4. Interpret, apply and explain rules, regulations, requirements and restrictions
5. Communicate information with stakeholders regarding monitoring of programs and compliance
6. Conduct and facilitate group sessions
7. Prepare and deliver oral presentations
8. Plan, organize, prioritize and manage time
9. Train and provide work direction to others
10. Cope with high volume of work and multiple tasks
11. Travel to other sites and locations

**EDUCATION AND EXPERIENCE:**

1. A Bachelor's Degree or Master's Degree with a preference in fields related to Education, Early Childhood Education and/or Recreation and Sports;
2. Experience working with program development, grant writing and working with elementary and middle school aged children (at least two years of experience is preferred);
3. Experience in a supervisory role desirable;
4. Bilingual English/Spanish desirable.

**LICENSES AND OTHER REQUIREMENTS:**

1. Valid California driver's license
2. Valid California Teaching Credential /Admin Credential

**WORKING CONDITIONS:**

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



**PHYSICAL ABILITIES:**

1. Seeing to inspect documents and to read fine print;
2. Depth perception to file;
3. Hearing and speaking to communicate with others in a normal voice in person and on telephone;
4. Speak clearly to communicate with parents; staff and others;
5. Sitting or standing alternately for extended periods of time;
6. Climbing stairs; dexterity of hands and fingers to operate office equipment;
7. Write legibly;
8. Bending and stooping; reaching overhead and above shoulders; lifting, carrying, pushing, or pulling objects weighing up to twenty-five (25) pounds.

**APPLICATION PROCEDURE:** All applicants must apply to the Rio School District by submitting a completed District application. You may obtain an application by contacting the District at (805) 485-3111. You may also download the application from our website at [www.rioschools.org](http://www.rioschools.org).

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

**ALL PERSONS CHOSEN FOR EMPLOYMENT ARE FINGERPRINTED TO CHECK FOR AND/ OR VERIFY CONVICTION RECORDS.**

**A STATEMENT OF "FREEDOM FROM TUBERCULOSIS" IS REQUIRED**

**FINGERPRINTING:** State law requires that all employees be fingerprinted to check for or verify conviction records.

**AB 1610** prohibits an employer from employing a person until the DOJ completes its obligation regarding the arrest and conviction information, and from employing a person who has been convicted of a violent or serious felony as defined.

**Pending Board Approval**

9.3







### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval of Salary increase for Management and other Non-Represented Groups
Access	Public
Type	Action
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Administration recommends approval of this item.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The Rio School District has reached an agreement for a 9% salary increase retroactive to July 1, 2022 with the R Teachers' Association.

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

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

Attached is the AB1200 Disclosure statement.

[AdminConf03152023.pdf \(461 KB\)](#)

### Administrative Content

### Executive Content



# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Confidential, Admin and Unrepresented

The proposed agreement covers the period:  
 Beginning: Friday, July 01, 2022  
 Ending: Friday, June 30, 2023

Employee Type:  
 Certificated: X  
 Classified: X

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: Wednesday, March 15, 2023

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2022-23	For Multi-year Agreements	
			Year 2 2023-24	Year 3 2024-25
1. Salary Schedule - Increase/(Decrease)	\$ 4,985,457	\$ 348,982 7.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,883,028	\$ 201,812 7.00%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,868,485	\$ 550,794 7.00%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 40	# 40	# 40	# 40
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 196,712	\$ 13,770 7.00%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ 0 #DIV/0!	\$ %	\$ %
-Maximum Daily Rate	\$	\$ 0 #DIV/0!	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$ 16,880	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$ 15,110	\$ 15,110	\$	\$

Please include comments and explanations as necessary: Total Salary Increase is 9% , however 2 % is already Budgeted

**Disclosure of Collective Bargaining Agreement**  
**School District: Rio School District**

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

None

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

Reductions include: Some LCAP Reductions, 16 Less Teachers, Admin and Support Staff  
Use of One time funds . Eliminate Floating Subs,  
Reduce Legal Cost, Overtime and Optional PD sub Costs

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

None

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

2% already in Budget , 7% will increase deficit spending up to reserve amounts. Rest will be funded by program reductions.  
Part of the funding for this settlement comes from reduction in expenditures, and a portion from the ending fund balance.

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Reserves and some program reductions.

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

2% already in Budget , 7% will increase deficit spending up to reserve amounts. Rest will be funded by program reductions. Please see 7% scenario tab.  
Part of the funding for this settlement comes from reduction in expenditures, and a portion from the ending fund balance.

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

One year Agreement.

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Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 1st Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
CFF Revenues (8010-8099)	60,910,464	0	721,942	61,632,406
Remaining Revenues (8100-8799)	31,929,508	0	2,394,537	34,324,045
<b>TOTAL REVENUES</b>	<b>92,839,972</b>	<b>0</b>	<b>3,116,479</b>	<b>95,956,451</b>
<b>EXPENDITURES</b>				
000 Certificated Salaries	30,804,806	263,261	1,331,188	32,199,255
000 Classified Salaries	12,975,361	85,721	706,861	13,767,943
000 Employees' Benefits	20,499,267	201,812	431,593	21,132,672
000 Books and Supplies	4,941,277	0	1,324,792	6,266,069
000 Services and Operating Expenses	13,253,766	0	901,694	14,155,460
000 Capital Outlay	608,535	0	185,000	793,535
100-7499 Other	1,887,664	0	(132,957)	1,754,707
<b>TOTAL EXPENDITURES</b>	<b>84,770,676</b>	<b>550,794</b>	<b>4,748,171</b>	<b>90,069,641</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>8,069,296</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>5,886,810</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>108,138</b>	<b>0</b>	<b>0</b>	<b>108,138</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>8,177,434</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>5,994,948</b>
<b>BEGINNING BALANCE</b>	<b>9,456,947</b>	<b>0</b>	<b>0</b>	<b>9,456,947</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>17,634,381</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>15,451,895</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	12,768,216	0	(573,554)	12,194,662
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	200,000	200,000
Reserve for Economic Uncertainties (9789)	2,543,120	16,524	142,445	2,702,089
Inappropriated Amounts (9790)	2,293,045	(567,318)	(1,400,583)	325,144

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

Please include comments and explanations as necessary: **Total Salary Increase is 9% , however 2% already in Board approved Budget. Adjustment is for 7% only .**

**Other Revisions represents reductions (solutions) in the current year to fund this settlement as well as all other 2nd Interim Adjustments**  
 Total Impact to budget agrees with 2nd Interim Report

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	61,632,406	63,978,353	63,744,422
Remaining Revenues (8100-8799)	34,324,045	13,404,865	13,592,021
<b>TOTAL REVENUES</b>	<b>95,956,451</b>	<b>77,383,218</b>	<b>77,336,443</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	32,199,255	28,016,828	28,437,080
2000 Classified Salaries	13,767,943	11,702,422	11,877,958
3000 Employees' Benefits	21,132,672	19,045,840	19,790,538
4000 Books and Supplies	6,266,069	5,538,446	3,844,651
5000 Services and Operating Expenses	14,155,460	11,325,731	11,489,283
6000 Capital Outlay	793,535	74,915	74,915
7100-7499 Other Plus Other Adjustments	1,754,707	1,954,707	1,954,707
<b>TOTAL EXPENDITURES</b>	<b>90,069,641</b>	<b>77,658,889</b>	<b>77,469,132</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>5,886,810</b>	<b>(275,671)</b>	<b>(132,689)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	108,138	110,301	112,507
<b>OTHER USES AND TRANSFERS OUT + OTHER ADJUSTMENTS</b>		5,794,839	6,709,008
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>5,994,948</b>	<b>(5,960,209)</b>	<b>(6,729,190)</b>
<b>BEGINNING BALANCE</b>	9,456,947	15,451,895	9,491,686
<b>CURRENT YEAR ENDING BALANCE</b>	<b>15,451,895</b>	<b>9,491,686</b>	<b>2,762,496</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	12,194,662	5,129,036	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	200,000	200,000	200,000
Reserve for Economic Uncertainties (9789)	2,702,089	2,503,612	2,525,344
Unappropriated Amounts (9790)	325,144	1,629,038	7,152

Multi-Year Projections Assumptions:

Used MYP from 2022-23 First Interim, Adjusted for the 7% Additional  
 Increase in salaries for All Groups and Adjusted for Program Reductions Sheet.

Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 90,069,641	\$ 83,453,728	\$ 84,178,140
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,702,089	\$ 2,503,612	\$ 2,525,344

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

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,702,089	\$ 2,503,612	\$ 2,525,344
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 325,144	\$ 1,629,038	\$ 7,152
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 3,027,233	\$ 4,132,650	\$ 2,532,496

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

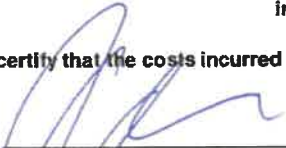
Yes

No

4. Certification

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

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

  
 District Superintendent  
 (Signature)

John Puskas  
 Printed Name

3.7.2023  
 Date

  
 District Chief Business Official  
 (Signature)

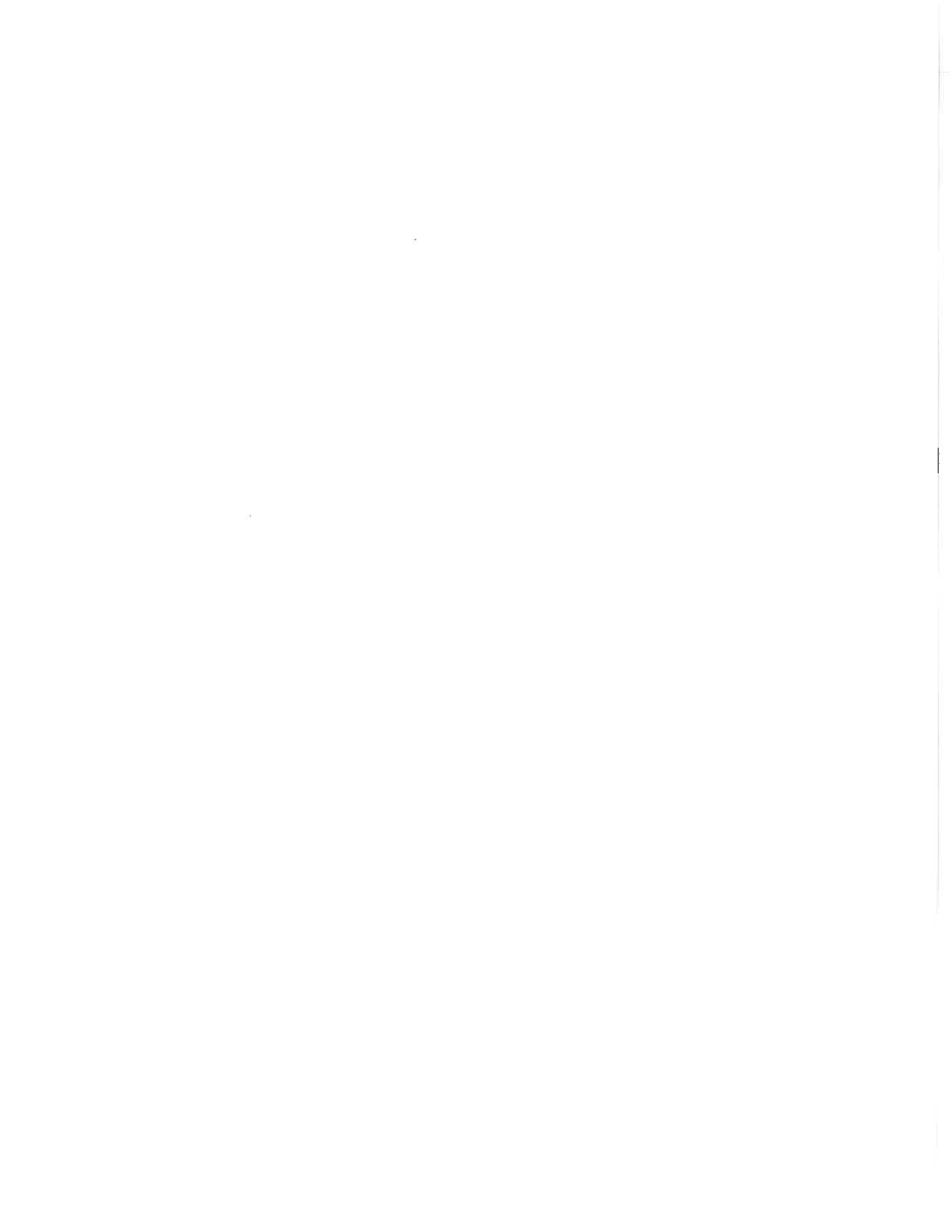
WACEL SALLEH  
 Printed Name

3.6.2023  
 Date





9.4





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approval of Salary Increase for Superintendent
Access	Public
Type	Action
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Administration recommends approval of this item.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The Rio School District has reached an agreement for a 9% salary increase retroactive to July 1, 2022 with the R Teachers' Association.

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

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

Attached is the AB1200 Disclosure statement.

[AdminConf03152023.pdf \(461 KB\)](#)

**Administrative Content**

**Executive Content**



# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Confidential, Admin and Unrepresented

The proposed agreement covers the period:  
 Beginning: Friday, July 01, 2022  
 Ending: Friday, June 30, 2023

Employee Type:  
 Certificated: X  
 Classified: X

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: Wednesday, March 15, 2023

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2022-23	For Multi-year Agreements	
			Year 2 2023-24	Year 3 2024-25
1. Salary Schedule - Increase/(Decrease)	\$ 4,985,457	\$ 348,982 7.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,883,028	\$ 201,812 7.00%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 7,868,485	\$ 550,794 7.00%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 40	# 40	# 40	# 40
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 196,712	\$ 13,770 7.00%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ 0 #DIV/0!	\$ %	\$ %
-Maximum Daily Rate	\$	\$ 0 #DIV/0!	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$ 16,880	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$ 15,110	\$ 15,110	\$	\$

Please include comments and explanations as necessary: Total Salary Increase is 9% , however 2 % is already Budgeted

**Disclosure of Collective Bargaining Agreement**

School District: Rio School District

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

None

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

Reductions include: Some LCAP Reductions, 16 Less Teachers , Admin and Support Staff  
Use of One time funds . Eliminate Floating Subs,  
Reduce Legal Cost, Overtime and Optional PD sub Costs

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

None

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

2% already in Budget , 7% will increase deficit spending up to reserve amounts. Rest will be funded by program reductions.  
Part of the funding for this settlement comes from reduction in expenditures,  
and a portion from the ending fund balance.

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

Reserves and some program reductions.

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

2% already in Budget , 7% will increase deficit spending up to reserve amounts. Rest will be funded by program reductions. Please see 7% scenario tab.  
Part of the funding for this settlement comes from reduction in expenditures,  
and a portion from the ending fund balance.

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

One year Agreement.

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Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 1st Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
CFF Revenues (8010-8099)	60,910,464	0	721,942	61,632,406
Remaining Revenues (8100-8799)	31,929,508	0	2,394,537	34,324,045
<b>TOTAL REVENUES</b>	<b>92,839,972</b>	<b>0</b>	<b>3,116,479</b>	<b>95,956,451</b>
<b>EXPENDITURES</b>				
000 Certificated Salaries	30,604,806	263,261	1,331,188	32,199,255
000 Classified Salaries	12,975,361	85,721	706,861	13,767,943
000 Employees' Benefits	20,499,267	201,812	431,593	21,132,672
000 Books and Supplies	4,941,277	0	1,324,792	6,266,069
000 Services and Operating Expenses	13,253,766	0	901,694	14,155,460
000 Capital Outlay	608,535	0	185,000	793,535
100-7499 Other	1,887,664	0	(132,957)	1,754,707
<b>TOTAL EXPENDITURES</b>	<b>84,770,676</b>	<b>550,794</b>	<b>4,748,171</b>	<b>90,069,641</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>8,069,296</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>5,886,810</b>
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>8,177,434</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>5,994,948</b>
BEGINNING BALANCE	9,456,947	0	0	9,456,947
<b>CURRENT YEAR ENDING BALANCE</b>	<b>17,634,381</b>	<b>(550,794)</b>	<b>(1,631,692)</b>	<b>15,451,895</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	12,768,216	0	(573,554)	12,194,662
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	200,000	200,000
Reserve for Economic Uncertainties (9789)	2,543,120	16,524	142,445	2,702,089
Inappropriated Amounts (9790)	2,293,045	(567,318)	(1,400,583)	325,144

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

Please include comments and explanations as necessary: **Total Salary Increase is 9% , however 2% already in Board approved Budget. Adjustment is for 7% only .**

**Other Revisions represents reductions (solutions) in the current year to fund this settlement as well as all other 2nd Interim Adjustments**  
 Total Impact to budget agrees with 2nd Interim Report

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	61,632,406	63,978,353	63,744,422
Remaining Revenues (8100-8799)	34,324,045	13,404,865	13,592,021
<b>TOTAL REVENUES</b>	<b>95,956,451</b>	<b>77,383,218</b>	<b>77,336,443</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	32,199,255	28,016,828	28,437,080
2000 Classified Salaries	13,767,943	11,702,422	11,877,958
3000 Employees' Benefits	21,132,672	19,045,840	19,790,538
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5000 Services and Operating Expenses	14,155,460	11,325,731	11,489,283
6000 Capital Outlay	793,535	74,915	74,915
7100-7499 Other Plus Other Adjustments	1,754,707	1,954,707	1,954,707
<b>TOTAL EXPENDITURES</b>	<b>90,069,641</b>	<b>77,658,889</b>	<b>77,469,132</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>5,886,810</b>	<b>(275,671)</b>	<b>(132,689)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	108,138	110,301	112,507
<b>OTHER USES AND TRANSFERS OUT + OTHER ADJUSTMENTS</b>		5,794,839	6,709,008
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>5,994,948</b>	<b>(5,960,209)</b>	<b>(6,729,190)</b>
<b>BEGINNING BALANCE</b>	9,456,947	15,451,895	9,491,686
<b>CURRENT YEAR ENDING BALANCE</b>	<b>15,451,895</b>	<b>9,491,686</b>	<b>2,762,496</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	12,194,662	5,129,036	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	200,000	200,000	200,000
Reserve for Economic Uncertainties (9789)	2,702,089	2,503,612	2,525,344
Unappropriated Amounts (9790)	325,144	1,629,038	7,152

Multi-Year Projections Assumptions:

Used MYP from 2022-23 First Interim, Adjusted for the 7% Additional  
 Increase in salaries for All Groups and Adjusted for Program Reductions Sheet.



Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 90,069,641	\$ 83,453,728	\$ 84,178,140
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,702,089	\$ 2,503,612	\$ 2,525,344

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

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,702,089	\$ 2,503,612	\$ 2,525,344
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 325,144	\$ 1,629,038	\$ 7,152
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 3,027,233	\$ 4,132,650	\$ 2,532,496

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

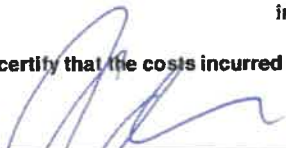
Yes

No

4. Certification


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

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

  
 District Superintendent  
 (Signature)

John Pysko  
 Printed Name

3.7.2023  
 Date

  
 District Chief Business Official  
 (Signature)

WHEEL SALEY  
 Printed Name

3.6.2023  
 Date



9.5





### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of the Rio School District Transportation Plan for 2022-2023
Access	Public
Type	Action
Recommended Action	It is recommended that the transportation plan update be approved for 2022-2023.
Goals	<a href="#">Goal 3-Create welcoming and safe environments where students attend and are connected to their school</a>

### Public Content

#### Speaker:

Wael Saleh, Assistant Superintendent, Business Services; Charlie Fichtner, MOT; and Veronica Rauschenberger, Director of School & Systems Improvement

#### Rationale:

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on 60% of the prior year eligible transportation expenditures net of prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

[Transportation Department Report- March 2023.pdf \(186 KB\)](#)

### Administrative Content

### Executive Content



**Rio School District Transportation Department  
Report & Plan  
March 2023**



**Contents**

1. Overview
2. Homeless & Students with Disabilities
3. Unduplicated Pupil Access
4. Field Trips
5. Students Served
6. Routes
7. Staffing
8. Fleet
9. Stakeholder Consult & Notification
10. Budget

## 1. **Overview**

Rio School District provides transportation services to students grades TK to 8 based on priorities to promote safety commute to and from schools. Examples of these priorities are:

- Routes to schools that long in distance
- Routes to Schools that have to cross busy streets or freeway
- Routes to schools from district identified communities with high needs
- The district provides 5 Midday return TK/Preschool routes in addition to the 16 TK-8 morning runs
- The district offers 5 routes for students with disabilities
- Routes where students must be overflowed to schools other than their neighborhood school within the District.
- Routes for students with Individual Educational Plans (IEP) that include transportation requirements.

When Transitional-Kindergarten and Kindergarten students need transportation services, they are required to have a designated person at the bus stop to receive them.

Transitional-Kindergarten and Kindergarten students will be returned to their school of attendance if there is no one to receive the student at the bus stop. The parent will then be responsible for picking up the student(s) from the school site.

The district offers all the routes above using district owned buses and operated by district employees. The District also provides transportation to field trips and special events related to student learning and development. As needed, the district utilizes contract services for transportation mainly for field trips.

## 2. **Homeless students and students with disabilities access to transportation**

The District shall provide home-to-school transportation and additional services in the least restrictive environment for students with disabilities as specified in their individualized education programs. Transportation provided to homeless children is in accordance with law, Board policy and Administrative regulation.

Transportation is available and accessible to pupils with disabilities, and homeless children and youth as needed. Transportation services may also include rent or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private



parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools.

### **3. Unduplicated pupil access to transportation**

Unduplicated Students who need transportation to their home schools have priority access to transportation, at no-cost to them, within the priority guidelines listed in the overview. The District makes the Transportation Request form available on the websites and at the schools offices, District office and the transportation department.

### **4. Field Trips**

The District also provides transportation to field trips and special events related to student learning and development. As needed, the district utilizes contract services for transportation mainly for field trips

1. Number of field trip bus services provided by Rio Staff in 2022-23 (as of 2nd trimester)
  - 140 field trips have been scheduled
2. Number of field trip bus services provided by vendors
  - 51 field trips was serviced by a vendor as of 2nd trimester

### **5. Students Served**

1. Number of students served in 2022-23 on daily routes (as of 2nd trimester)
  - 690-730 students are identified as bus riders for the 2022-23 school year. This data comes from the Daily Vehicle Inspection Reports (DVIR) which includes the number of bus riders per day.

### **6. Routes**

1. Number of daily routes currently provided by Rio in 2022-23
  - 32 General Ed routes (16 AM runs and 16 PM runs)
    - Nyeland Acres
    - Routes that Cross Freeway
    - Safe Routes to schools
  - 5 midday routes (TK/ Pre school)
  - 5 SPED routes

## **7. Staffing**

**1. Administration and administration assistant (2)**

**2. Mechanic (1)**

**3. Bus Drivers: (15)**

- a. Number of part time drivers in 2022-23 (2)
- b. Number of full time bus driver/maintenance drivers in 2022-23 (6)
- c. Number of full time bus driver/custodian drivers in 2022-23 (5)
- d. Number of full time bus driver/food service drivers in 2022-23 (1)
- e. Number of sub drivers in 2022-23 (1)

## **8. Fleet**

Busses owned:

- o **13** Large busses (50 or more passengers) \*two with a wheelchair lift
- o **4** Small busses (40 or less passengers) \*one with a wheelchair lift

Age of feet

Year	# of busses
1995-1998	6 busses**
2000-2010	6 busses
2018-2020	5 busses

## **9. Stakeholder Group Consultation & Notification**

The transportation department sent out a survey to classified employees (CSEA), certificated teachers (RTA), administration and parents. At a Parent Advisory Committee (PAC) and Parents of English Learners Advisory Committee (PELAC) meeting, a transportation report was shared and opportunities for consultation with educational partners provided feedback to support transportation planning efforts. The transportation plan was also shared with CSEA and at RTA groups and will be posted on the website for public access, review and comments.

Stakeholders	Method	Date(s)
Classified Employees	<ul style="list-style-type: none"> <li>● Online survey</li> <li>● PAC/PEALC meeting representation</li> </ul>	February 2023 2/6/2023
Certificated Teachers	<ul style="list-style-type: none"> <li>● Discussion at employee relation committee</li> <li>● Online survey</li> <li>● PAC/PELAC meeting representation</li> </ul>	3/14/2023 February 2023 2/6/2023
School administration	<ul style="list-style-type: none"> <li>● Leadership meeting</li> <li>● Online survey</li> <li>● PAC/PELAC meeting representation</li> </ul>	2/7/2023 February 2023 2/6/2023
Regional Local Transit - Gold Coast Transit	<ul style="list-style-type: none"> <li>● PAC/PELAC meeting representation</li> </ul>	2/6/2023
Local air pollution Control and local air management	<ul style="list-style-type: none"> <li>● N/A</li> </ul>	
Parents & Pupils	<ul style="list-style-type: none"> <li>● PAC/PELAC meeting representation</li> <li>● Online survey</li> </ul>	February 2023 2/6/2023
Other community stakeholders	<ul style="list-style-type: none"> <li>● Open public PAC/PELAC meeting</li> <li>● Online survey</li> </ul>	2/6/2023

## 10. Budget

<b>Revenue Calculation</b>	
Total 2021-22 Transportation Expenses (Function 3600)	1,222,493.22
Less Capital Outlay (object 6XXX, Function 3600)	74,915.00
Less Nonagency Expenditures (Goal 7110,7150, Function 3600)	-
Estimated 60% Reimbursement	688,546.93
Less 2021-22 Transportation add-on (from LCFF Calculator)	132,354.00
<b>Total Revenue (Object 8590, Resource 0000)</b>	<b>556,192.93</b>
<b>Expenditures and Other Financing Uses</b>	
2000-2999 - Classified Salaries	546,958.00
3000-3999 - Employee Benefits	341,398.00
4000-4999 - Books and Supplies	210,852.00
5000-5999 - Services and other Operating Expenditures	272,200.00
6000-6999 - Capital Outlay	74,915.00
7000-7999 - Other Outgo	-
<b>Total Expenditures</b>	<b>1,446,323.00</b>

Board approval date: March 15, 2023

9.6





### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Approval of the 2022/2023 Second Interim Budget
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Recommended Action	It is recommended that the Second Interim Budget be approved for 2022/2023.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services.

#### Rationale:

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

The Second Interim includes all updates on Rio revenues and expenditures for the current year and update on Assumptions for the two subsequent years.

This budget is showing a positive budget certification, meaning that the district will be able to meet its fiscal obligations for the current year and the following two fiscal years.

The Report will be under separate cover.

[2ND INTERIM 2022-23.pdf \(3,049 KB\)](#)

[General Fund Summary, 2022-23 Second Interim Budget.pdf \(838 KB\)](#)

### Administrative Content

### Executive Content





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

	Unrestricted	Special Education	Categorical Programs	Total
<b>A) REVENUES</b>				
LCFF- Base Grant	\$49,503,585	\$0	\$0	\$49,503,585
LCFF- Supplemental/Concentration Grant	\$12,128,821	0	0	12,128,821
Federal Revenues	0	1,165,149	5,916,265	7,081,414
Other State Revenues	1,788,427	786,427	19,232,623	21,807,477
Local Revenues	1,078,529	4,145,530	211,095	5,435,154
<b>TOTAL REVENUES</b>	<b>\$64,499,362</b>	<b>\$6,097,106</b>	<b>\$25,359,983</b>	<b>\$95,956,451</b>
<b>B) EXPENDITURES</b>				
Certificated Salaries	\$25,338,916	\$3,270,284	\$3,590,055	\$32,199,255
Classified Salaries	7,713,102	2,981,172	\$3,073,669	13,767,943
Employee Benefits	14,619,254	2,823,576	\$3,689,842	21,132,672
Books and Supplies	2,581,829	214,490	\$3,469,750	6,266,069
Services and Operating Expenses	5,481,452	3,651,303	\$5,022,705	14,155,460
Capital Outlay	74,915	0	\$718,620	793,535
Other Outgo	1,933,316	0	\$0	1,933,316
Direct Support/Indirect Costs	(999,875)	39,580	\$781,686	(178,609)
<b>TOTAL EXPENDITURES</b>	<b>\$56,742,909</b>	<b>\$12,980,405</b>	<b>\$20,346,327</b>	<b>\$90,069,641</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				
<b>C) BEFORE OTHER FINANCING SOURCES AND USES</b>	<b>\$7,756,453</b>	<b>(\$6,883,299)</b>	<b>\$5,013,656</b>	<b>\$5,886,810</b>
<b>D) OTHER FINANCING SOURCES/USES</b>				
Interfund Transfer In	0	\$0	\$0	\$0
Interfund Transfer Out	0	0	0	0
Other Sources	108,138	0	0	108,138
Contributions/Flexibility Transfers	(9,249,030)	6,671,700	2,577,330	0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>(\$9,140,892)</b>	<b>\$6,671,700</b>	<b>\$2,577,330</b>	<b>\$108,138</b>
<b>E) NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(\$1,384,439)</b>	<b>(\$211,599)</b>	<b>\$7,590,986</b>	<b>\$5,994,948</b>
<b>F) BEGINNING FUND BALANCE</b>	<b>\$4,641,672</b>	<b>\$830,392</b>	<b>\$3,984,883</b>	<b>\$9,456,947</b>
<b>G) ENDING FUND BALANCE</b>	<b>\$3,257,233</b>	<b>\$618,793</b>	<b>\$11,575,869</b>	<b>\$15,451,895</b>
<b>H) COMPONENTS OF ENDING FUND BALANCE</b>				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	618,793	11,575,869	12,194,662
Assigned for Beginning Balance Reinstatement	200,000	0	0	200,000
<b>Total Designations</b>	<b>\$230,000</b>	<b>\$618,793</b>	<b>\$11,575,869</b>	<b>\$12,424,662</b>
b) Reserve:				
State Mandated Reserve (3%)	2,702,089	\$0	\$0	\$2,702,089
Unassigned Reserve	325,144	0	0	325,144
<b>Total Reserve (\$)</b>	<b>\$3,027,233</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,027,233</b>
<b>Total Reserve (%)</b>	<b>3.36%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>3.36%</b>
<b>ENDING FUND BALANCE (a + b)</b>	<b>\$3,257,233</b>	<b>\$618,793</b>	<b>\$11,575,869</b>	<b>\$15,451,895</b>

**Rio School District  
2022-23 Second Interim Budget  
Multi-Year Projection Assumptions**

<b>Assumption</b>	<b>2022-23</b>	<b>2023-24</b>	<b>2024-25</b>
<b>Revenues:</b>			
Projected Enrollment	5159	5098	5001
Projected Attendance Rate	92.5%	93%	93%
Projected Average Daily Attendance (ADA)	4764	4741	4651
Funded ADA Using 3 years Average	5062	4950	4831
Cost of Living Adjustment	6.56%	8.13%	3.54%
Additional Augmentation	6.70%	0.00%	0.00%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	\$ 24,335,350	\$ -	\$ -
Restricted Lottery Revenues Per ADA	\$ 67	\$ 67	\$ 67
Unrestricted Lottery Per ADA	\$ 170	\$ 170	\$ 170
<b>Expenditures:</b>			
Step and Column Adjustments	Included	1.50%	1.50%
Salary Increases/Settlements	9% Ongoing	0.00%	0.00%
Certificated Changes	Actual Count	16 less	None
Classified Staffing Changes	Actual Count	1 Less	None
Administrator Staffing Changes	Actual Count	1 Less	None
STRS	19.10%	19.10%	19.10%
PERS	25.37%	27.00%	28.10%
Cost of Health Increase	Actual Cost	8%	8%
One Time Funds in Expenditures	\$ 14,699,667	5,000,000	4,635,683
Utilities Changes	Included	10%	10%
Use of Art/Music/Instructional Material for PERS and STRS	\$ 1,000,000	-	-
Increase in Contribution to SpEd and Facilities Maintenance	Included	+600,000	+600,000
Reduce Licensed Vocational Nurses	From 4 to 1	1	1
Floating Subs	From 18 to 11	From 11 to 0	0

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

Description	2022-23 Second Interim Budget	2023-24	2024-25
<b>Funded Average Daily Attendance</b>	<b>5,062</b>	<b>5,950</b>	<b>4,831</b>
<b>A Revenues and Other Financing Sources:</b>			
1 LCFF: Base Grant	\$49,503,585	\$52,363,816	\$52,934,043
LCFF: Supp/Concent	12,128,821	11,614,537	10,810,379
2 Federal Revenues	7,081,414	2,822,799	2,822,799
3 Other State Revenues	21,807,477	5,286,911	5,474,068
4 Other Local Revenues	5,435,154	5,295,154	5,295,154
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	108,138	110,301	112,507
7 Total Revenues and Other Financing Sources	96,064,589	77,493,518	77,448,950
<b>B Expenditures and Other Financing uses:</b>			
1 Certificated Salaries			
a. Base Salaries	32,199,255	32,199,255	28,016,828
b. Projected Step and Column Adjustment	0	414,042	420,252
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(4,596,469)	-
e. Total Certificated Salaries	32,199,255	28,016,828	28,437,080
2 Classified Salaries			
a. Base Salaries	13,767,943	13,767,943	11,702,422
b. Projected Step and Column Adjustment	-	180,696	175,536
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(2,246,217)	-
e. Total Classified Salaries	13,767,943	11,702,422	11,877,958
3 Employee Benefits:			
a. STRS	5,924,805	5,351,214	5,431,480
b. PERS	3,587,810	3,159,654	3,337,706
c. FICA and Medicare	1,536,335	1,301,479	1,321,001
d. Health and Welfare	7,167,565	6,912,303	7,465,287
e. Unemployment	221,363	198,596	80,630
f. Worker Comp	911,547	790,409	802,265
g. Retiree Benefits	1,343,247	1,332,184	1,352,167
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	440,000	-	-
j. Total Benefits	21,132,672	19,045,840	19,790,538
4 Books and Supplies	8,266,069	5,536,446	3,844,651
5 Services and Other Operating Expenditures	14,155,460	11,325,731	11,489,283
6 Capital Outlay	793,535	74,915	74,915
7 Other outgo	1,933,316	1,933,316	1,933,316
8 Indirect costs	(178,609)	21,391	21,391
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(1,000,000)	(1,000,000)
11 Other Adjustments	-	6,794,839	7,709,008
12 Total Expenditures and Financing Uses	90,069,641	83,453,728	84,178,140
<b>C Net Increase (Decrease) in Fund Balance</b>	<b>\$5,994,948</b>	<b>(\$5,960,209)</b>	<b>(\$6,729,190)</b>
<b>D Fund Balance</b>			
1 Net Beginning Balance	9,456,947	15,451,895	9,491,686
Total Components of Ending Fund Balance	\$15,451,895	\$9,491,686	\$2,762,495
<b>E Available Reserves- Unrestricted Only</b>			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	12,194,662	5,129,036	(0)
Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
Designated for Economic Uncertainties	2,702,089	2,503,612	2,525,344
Undesignated/ Unappropriated Amount	325,144	1,629,038	7,150
Total Available Reserve - by Amount	\$15,451,895	9,491,686	2,762,494
Total Available Reserve - by Percent	3.36%	4.95%	3.01%

		2022-23 Second Interim Budget	2023-24	2024-25
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
	1 LCFF: Base	\$49,503,585	\$52,363,816	\$52,934,043
	LCFF: Supp/Conc	12,128,821	11,614,537	10,810,379
	2 Federal Revenues	-	-	-
	3 Other State Revenues	1,788,427	1,933,826	2,002,284
	4 Other Local Revenues	1,078,529	938,529	938,529
	5 Other Financing Sources	(9,249,030)	(9,849,030)	(10,449,030)
	6 Transfer In	108,138	110,301	112,507
	7 Total Revenues and Other Financing Sources	\$55,358,470	\$ 57,111,979	56,348,711
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
	1 Certificated Salaries	\$25,338,916	25,338,916	24,438,430
	a. Base Salaries	-	361,159	366,576
	b. Projected Step and Column Adjustment	-	-	-
	c. Cost of Living Adjustment	-	(1,261,645)	-
	d. Other Adjustments	-	-	-
	e. Total Certificated Salaries	25,338,916	24,438,430	24,805,007
	2 Classified Salaries	7,713,102	7,713,102	7,304,144
	a. Base Salaries	-	115,697	109,562
	b. Projected Step and Column Adjustment	-	-	-
	c. Cost of Living Adjustment	-	(524,655)	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	7,713,102	7,304,144	7,413,706
	3 Employee Benefits:			
	a. STRS	4,228,445	4,667,740	4,737,754
	b. PERS	1,496,127	1,972,119	2,083,251
	c. FICA and Medicare	945,136	913,124	926,821
	d. Health and Welfare	5,559,406	5,698,158	6,154,011
	e. Unemployment	157,996	158,713	64,437
	f. Worker Comp	661,798	631,674	641,149
	g. Retiree Benefits	1,130,346	1,147,301	1,164,511
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	440,000	-	-
	j. Total Benefits	14,619,254	15,188,830	15,771,935
	4 Books and Supplies	2,581,829	2,441,829	2,441,829
	5 Services and Other Operating Expenditures	5,481,452	5,630,135	5,793,687
	6 Capital Outlay	74,915	74,915	74,915
	7 Other outgo	1,933,316	1,933,316	1,933,316
	8 Indirect costs	(999,875)	(799,875)	(799,875)
	9 Other Financing Uses	-	-	-
	10 Proposed Budget Cuts	-	(1,000,000)	(1,000,000)
	11 Other Adjustments (Elimination of One time Expense)	-	794,839	1,514,346
	11 Total Expenditures and Financing Uses	56,742,909	56,006,562	57,948,865
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>(1,384,439)</b>	<b>1,105,417</b>	<b>(1,600,154)</b>
<b>D</b>	<b>Fund Balance</b>			
	1 Net Beginning Balance	4,641,672	3,257,233	4,362,650
	Adjustment to Beginning Balance	-	-	-
	e. Total Components of Ending Fund Balance	3,257,233	4,362,650	2,762,495
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
	Revolving Cash/Stores	30,000	30,000	30,000
	Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
	Designated for Economic Uncertainties	2,702,089	2,503,612	2,525,344
	Undesignated/ Unappropriated Amount	325,144	1,629,038	7,150
	Total Available	3,257,233	4,362,650	2,762,495

		Second Interim Budget	2023-24	2024-25
	Description			
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	7,081,414	2,822,799	2,822,799
3	Other State Revenues	20,019,050	3,353,085	3,471,785
4	Other Local Revenues	4,356,625	4,356,625	4,356,625
5	Other Financing Sources	9,249,030	9,849,030	10,449,030
6	<b>Total Revenues and Other Financing Sources</b>	<b>\$40,706,119</b>	<b>20,381,539</b>	<b>21,100,239</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
1	Certificated Salaries			
a.	Base Salaries	\$6,860,339	6,860,339	3,578,398
b.	Projected Step and Column Adjustment	-	52,883	53,676
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(3,334,824)	-
	ESSER III Plan For Certificated			
e.	Total Certificated Salaries	6,860,339	3,578,398	3,632,074
2	Classified Salaries			
a.	Base Salaries	6,054,841	6,054,841	4,398,278
b.	Projected Step and Column Adjustment	-	64,999	65,974
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(1,721,562)	-
e.	Total Classified Salaries	6,054,841	4,398,278	4,464,252
3	Employee Benefits:			
a.	STRS	1,696,360	683,474	693,726
b.	PERS	2,091,683	1,187,535	1,254,455
c.	FICA and Medicare	591,199	388,355	394,180
d.	Health and Welfare	1,608,159	1,214,145	1,311,276
e.	Unemployment	63,367	39,883	16,193
f.	Worker Comp	249,749	158,735	161,116
g.	Retiree Benefits	212,901	184,883	187,657
h.	PERS Reduction	-	-	-
i.	Other Benefits/Adjustments	-	-	-
j.	Total Benefits	6,513,418	3,857,010	4,018,603
4	Books and Supplies	3,684,240	3,096,617	1,402,822
5	Services and Other Operating Expenditures	8,674,008	5,695,596	5,695,596
6	Capital Outlay	718,620	-	-
7	Other outgo	-	-	-
8	Indirect costs	821,266	821,266	821,266
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	6,000,000	6,194,662
11	<b>Total Expenditures and Financing Uses</b>	<b>33,326,732</b>	<b>27,447,165</b>	<b>26,229,275</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>7,379,387</b>	<b>(7,065,626)</b>	<b>(5,129,036)</b>
<b>D</b>	<b>Fund Balance</b>			
1	Net Beginning Balance	\$4,815,275	\$12,194,662	\$5,129,036
	Adjustment to Beginning Balance	-	-	-
e.	<b>Total Components of Ending Fund Balance</b>	<b>12,194,662</b>	<b>5,129,036</b>	<b>(\$0)</b>
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	12,194,662	5,129,036	(0)
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	<b>Total Available</b>	<b>\$12,194,662</b>	<b>\$5,129,036</b>	<b>(\$0)</b>



9.7







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Second and Final Reading of CSBA Board Policies Revisions
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the revised CSBA Board Policies

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

CSBA provides updates to board policies as changes to the law occur.

Policies can be viewed online.

[23.pdf \(11,477 KB\)](#)

**Administrative Content**

**Executive Content**



10.2





### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of February 15, 2023.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of February 15, 2023.
Minutes	<a href="#">View Minutes</a> for Feb 15, 2023 - RSD Regular Board Meeting

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

### Rationale:

Staff recommends approval.

[Min021523.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  
Minutes  
Regular Board Meeting  
February 15, 2023  
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, Rosa Balderrama

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

**1.1 Call to Order**

President Torres called the meeting to order at 5:00 p.m.

**1.2 Pledge of Allegiance-Rio del Sol Student**

Trustee Eisenhauer led the flag salute.

**1.3 Roll Call**

Trustee Eisenhauer called the roll.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

Trustee Torres tabled items 4.2 Consideration of Student Discipline-Expulsion [Education Code 48918] Student No. 6015089 and Item 4.6 Public Employee Appointment [Government Code 54957] Director of Fiscal Services.

Trustee Anderson pulled items 11.8 Contract with Karen Horde, School Psychologist, Independent Contractor and 11.9 Contract with Rebecca Simonson, School Psychologist, Independent Contractor from consent to discussion/action.

**2.2 Approval of the Agenda**

Staff recommends approval as presented

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

**Final Resolution: Motion Carries**

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

### **3. Public Comment-Closed Session**

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

There were no public comments for closed session.

President Torres adjourned the meeting into closed session at 5:05 p.m.

### **4. Closed Session**

4.1 Conference with Legal Counsel--Anticipated Litigation (Govt. Code § 54956.9(d) (2)): 1 case

4.2 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089

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

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

4.6 Public Employee Appointment [Government Code 54957] Title: Director of Fiscal Services

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

5.1 Report of Closed Session

President Torres reconvened the meeting into open session at 6:40 p.m.

President Torres reported the following took place during closed session:

The Governing Board voted unanimously to non-reelect employee numbers 3912, 4137, 4105, 3845, 3701, 4102, 4132, 4096, 2619 and .05 FTE employee 3909, pursuant to Education Code section 44929.1 subdivision (b), effective at the end of the 2022-2023 school year, and gave direction to the Superintendent or designee to issue the appropriate legal notices.

The Governing Board voted unanimously to release .2 FTE of temporary certificated employee number 720 and 1 FTE of temporary certificated employee 4177, pursuant to Education Code section 44929.1 subdivision (b), effective at the end of the 2022-2023 school year, and that the Superintendent or designee to issue the appropriate legal notices.

### **6. Recognitions/Presentations**

None



## **7. Communications**

### **7.1 Acknowledgement of Correspondence to the Board**

Trustee Martin forwarded an email that was sent to her to all the board members.

### **7.2 Board Member Reports**

Board member reports were heard from Marisela Valdez, RTA President, and Sara Vasquez, CSEA Treasurer.

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

Organizational reports were heard from Marisela Valdez, RTA President and

### **7.4 Superintendent Report**

There was no 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

Public comments were heard from Adam Erickson, Jenika Becerra and Elsy Madrigal.

## **8. Public Hearings**

### **8.1 Public Hearing for the CSEA Sunshine Proposal to the District**

Trustee Torres opened the hearing at 6:57 p.m. As there were no comments, the hearing was closed at 6:57 p.m.

### **8.2 Public Hearing for the District Sunshine Proposal to CSEA**

Trustee Torres opened the hearing at 6:58 p.m. As there were no comments, President Torres closed the hearing at 6:58 p.m.

## **9. Information**

### **9.1 Business Services Report**

Superintendent Puglisi reported for Mr. Saleh.

Superintendent Puglisi presented an update with the assistance from Enrico Giori and Olivia Graf Doyle, A4E. Much stakeholder involvement with feedback as well and participation from the Governing Board. The bond has passed and we will have funding possibly in March. Projects are being costed out and designs have begun. Key findings include doors, signage, tech, access to views, fencing and perimeter security plus exterior and interior lighting.

A countywide focus has been on safety issue particularly to active assailant preparedness. Survey results were shared.

#### 9.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented various reports.

Dr. Mercado spoke to the EXPLORE program updates. Funding for the programs was discussed. A comparison of enrollment from the past two years showed an increase in this year's enrollment. Feedback from several parents was shared.

Mr. Hernandez shared the Suspension and Expulsion report. Historical data was provided. Youth Truth surveys and results were also shared. The last update was the English Language Learner update.

#### 9.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, presented a COVID/Attendance Update and Current Staffing Numbers Table.

#### 9.4 First Reading of CSBA Board Policies

Superintendent Puglisi informed the Governing Board the policies presented are policies revised by CSBA in accordance with changes in the law or Ed Code. Staff has reviewed the changes and the Governing Board will be asked to approve at the next regular board meeting in March.

### **10. Discussion/Action**

10.1 Ratification of Tentative Agreement with the Rio Teacher's Association  
Administration recommends approval of the TA with RTA.

Motion by Kristine Anderson, second by Alesia Martin.

Final Resolution: Motion Carries

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

No: Felix Eisenhauer

10.2 Approval of Sunshine Proposal from CSEA to the Rio School District  
District is recommending approval at this time.

Motion by Kristine Anderson, second by Alesia Martin.

Final Resolution: Motion Carries

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

10.3 Approval of the Sunshine Proposal from the Rio School District to CSEA AND ITS  
CHAPTER 329

Administration recommends approval of this item.

Motion by Kristine Anderson, second by Alesia Martin.

Final Resolution: Motion Carries

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

10.4 Certification of Merit Petition Election Results by Tabulation Committee  
Administration recommends approval of the Certification of the Merit Petition Election Results. The election resulted in a total of 243 votes cast: 123 against and 120 in favor.

Motion by Felix Eisenhauer, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

No: Kristine Anderson

## 11. Consent

### 11.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Eleanor Torres.

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 January 18, 2023

### 11.3 Approval of the February Personnel Report

### 11.4 Ratification of the Commercial Warrant for January 5, 2023 through February 3, 2023

### 11.5 Approval of the 22/23 School Safety Plans for all School Sites

### 11.6 Approval of Mystery Science Kits Purchase for the 2023-2024 School Year

### 11.7 2023/2024 Service Contracts with Ventura County Special Education Local Area Plan (VCSELPA) for Adaptive Physical Education Services, Deaf and Hard of Hearing Services, Orientation and Mobility Services, Physical Therapy Services, and Occupational Therapy Services

### 11.8 Contract with Karen Horde, School Psychologist, Independent Contractor

Staff recommends board approval of contract.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

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

### 11.9 Contract with Rebecca Simonson, School Psychologist, Independent Contractor

Staff recommends board approval of contract.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

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

11.10 Approval of proposal for the Rio Vista Gym Locker Rooms HVAC

11.11 Approval of Change Order #2 from EJS Construction, Inc. for changes in the scope of work at Rio Real, for the HVAC & Electrical, Project #22-02L.

11.12 Approval of Change Order #3 from EJS Construction, Inc. for changes in the scope of work at Rio Plaza for the HVAC and Electrical, Project 22-02L

**12. Organizational Business**

**12.1 Future Items for Discussion**

Items for future consideration included updates on the LST and software programs.

12.2 Future Meeting Dates: Special Board Meeting, February 21, 2023 and Regular Board Meeting March 15, 2023

**13. Adjournment**

**13.1 Adjournment**

President Torres adjourned the meeting at 8:40 p.m.

**Approved on this 15th day of March, 2023.**

---

John Puglisi, Ph.D., Secretary

Date

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Clerk of the Board

Date

10.3





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Minutes of the Special Board Meeting of February 22, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Special Board Meeting of February 22, 2023.
Minutes	<a href="#">View Minutes</a> for Feb 22, 2023 - Rio School District Special Board Meeting

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Staff recommends approval of the Minutes of the Special Board Meeting of February 22, 2023.

[MinSpec02212023.pdf \(47 KB\)](#)

**Administrative Content**

**Executive Content**

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







**Rio School District  
Minutes  
Special Board Meeting  
February 22, 2023  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 5:00 p.m.  
Open Session: 5:30 p.m.**

**Members present**

Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

**1. Preliminary Business**

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

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

1.2 Pledge of Allegiance

Trustee Balderrama led the Pledge of Allegiance.

1.3 Roll Call

Trustee Eisenhauer called the roll. President Torres and Trustees Eisenhauer, Balderrama and Martin were present. Trustee Anderson was absent.

**2. Approval of the Agenda**

2.1 Agenda corrections, additions, and modifications.

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

2.2 Approval of the Agenda

Staff recommends approval as presented.

**Motion by Felix Eisenhauer, second by Alesia Martin.**

**Final Resolution: Motion Carries**

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

**3. Public Comment-Closed Session**

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

There were no public comments for closed session.

President Torres adjourned the meeting at 5:04 p.m.

**4. Closed Session**

4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089

4.2 Public Employee Appointment [Government Code 54957] Title: Director of Fiscal Services.

4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent's Mid-Year Evaluation

**5. Open Session**

5.1 Reconvene Open Session/Report of Closed Session

President Torres reconvened the meeting into open session at 7:08 p.m.

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

The Governing Board voted unanimously to appoint Lacy Meneses as Director of Fiscal Services.

The Governing Board voted unanimously to not expel Student 6015089. The student will return to their school with the following stipulations: The student will receive individual counseling and site based counseling and sign a behavior contract.

**6. Adjournment**

6.1 Future Meeting Dates: March 15, 2023

6.2 Adjournment

President Torres adjourned the meeting at 7:10 p.m.

**Approved on this 15<sup>th</sup> day of March, 2023.**

---

John Puglisi, Ph.D., Secretary

Date

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Felix Eisenhour, D.M.A., Clerk of the Board

Date

10.4





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of March Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Recommended Action	Administration recommends approval of the March personnel report.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Staff recommends approval of the March personnel report.

[PERS report - March 15, 2023.pdf \(64 KB\)](#)

**Administrative Content**

**Executive Content**

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**RIO SCHOOL DISTRICT**  
**March 15, 2023**

**Certificated Personnel Report**

**Certificated Resignation:**

Gray, Ethan, Principal, Rio Vista 1.0(FTE) Effective 06/30/2023

Villapudua, Nadia, Direct of Pupil Personnel Services, District 1.0(FTE) Effective 06/30/2023

Martinez, Maximiliano, Special Education Teacher, Rio del Valle 1.0 (FTE) Effective 02/24/2023

**Classified Personnel Report**

**Classified Leave of Absence:**

Carrizales, Leticia, Campus Supervision Assistant, 5 hours & 35min., Rio Lindo, 4/25/23 - 6/15/23

Casteneda Navarro, Celia, Campus Supervision Assistant, 5.75 hours, Rio Real, 2/7/23 - 6/15/23

**Classified Promotion:**

Gracia Ramirez, Maria, from School Office Manager, 8 hrs, Rio Real to Senior Benefits & Accounting Specialist, District Office, 8 hrs, effective 3/13/23

Roa, Lucila, from Food Service Worker I, 2 hrs to Food Service Worker II, 5.5 hrs, Rio Rosales, effective 2/9/23

Torres, Erika, from Student & Family Support Specialist, 5 hrs, Rio Plaza to Account Clerk I/ASB, 4 hrs, District Office, effective 3/6/23

**Classified Ratification of Employment:**

Berry, Israel, Campus Supervision Assistant, Rio Del Sol (5.75) hours, effective 2/9/23

Garcia, Jamie, Night Custodian, (8) hours, Rio Plaza, effective 2/7/23

Lopez, Juana, Instructional Assistant/Sped, (5.75) hours, Rio Rosales, effective 2/7/23

Sajid, Ambreen, After School Site Program Coordinator, (5.5) hours, Rio Del Sol, effective 2/21/23

Simental, Victorio, Technology Information Systems Support Technician, (8) hours, District office, effective 2/8/23

**Classified Voluntary Transfer:**

Ramos, Leticia, from Student & Family Support Specialist, 5.75 hrs, Rio Vista, to Student & Family Support Specialist, 5 hrs, Rio Plaza, effective 3/6/23





10.5





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for February 4, 2023 through March 1, 2023
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,808,831.67
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 February 4, 2023 through March 1, 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 \$2,808,831.67 which includes processing payments for all funds of the District in the following amounts for the period February 4, 2023 through March 1, 2023.

Fund 010	General Fund	\$1,860,916.58
Fund 130	Cafeteria Fund	\$174,741.17
Fund 212	Building Fund Measure L	\$268,495.48
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$42,682.87
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$45,077.44
Fund 490	Capital Projects Fund for Blen	<u>\$416,918.13</u>
Total		\$2,808,831.67
Less Unpaid Tax Liability		<u>-\$0</u>
Total:		\$2,808,831.67

[Monthly Check Report 02-04-2023 to 03-01-2023.pdf \(1,782 KB\)](#)

**Administrative Content**

**Executive Content**

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Checks Dated 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
<b>Total Number of Checks</b>			<b>41</b>	<b>174,741.17</b>	
5009048461	02/09/2023	Cyber Copy	212-5800	78.28	
5009048609	02/23/2023	A4E	212-5800	6,756.25	
5009048433	02/07/2023	KBZ Architects	212-6101	24,019.50	
5009048708	02/28/2023	KBZ Architects	212-6101	42,270.00	
5009048634	02/23/2023	M/M Mechanical Inc.	212-6102	10,859.00	
5009048652	02/23/2023	Venco Western	212-6102	603.00	
5009048437	02/07/2023	NV/5 West, Inc.	212-6135	4,440.00	
5009048427	02/07/2023	EJS Construction, Inc	212-6202	4,794.88	
5009048653	02/23/2023	Ventura County Star	212-6202	1,469.48	
5009048664	02/27/2023	EJS Construction, Inc	212-6202	93,425.89	
5009048433	02/07/2023	KBZ Architects	212-6219	22,033.00	
5009048708	02/28/2023	KBZ Architects	212-6219	25,778.20	
5009048610	02/23/2023	BALFOUR BEATTY CONSTRUCTION	212-6272	31,408.00	
5009048709	02/28/2023	KENCO CONSTRUCTION SERVICES	212-6290	760.00	
<b>Total Number of Checks</b>			<b>12</b>	<b>268,495.48</b>	
5009048537	02/14/2023	Southwest School & Office Supply	251-4300	4,144.13	
5009048564	02/21/2023	DEMCO BIN 88623	251-4300	12,066.93	
5009048537	02/14/2023	Southwest School & Office Supply	251-4400	2,592.20	
5009048564	02/21/2023	DEMCO BIN 88623	251-4400	17,178.11	
5009048694	02/27/2023	Ventura County Star	251-5800	1,496.60	
5009048422	02/07/2023	A4E	251-6219	5,205.00	
<b>Total Number of Checks</b>			<b>4</b>	<b>42,682.87</b>	
5009048492	02/09/2023	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009048679	02/27/2023	Mary Orleans	252-5800	300.00	
5009048432	02/07/2023	JENSEN DESIGN & SURVEY	252-6135	2,140.00	
5009048449	02/07/2023	Tetra Tech Divisions	252-6235	3,474.35	
5009048648	02/23/2023	Tetra Tech Divisions	252-6235	26,563.09	
<b>Total Number of Checks</b>			<b>5</b>	<b>45,077.44</b>	
5009048584	02/21/2023	PERMA BOUND	490-4300	309.73	
5009048708	02/28/2023	KBZ Architects	490-6101	5,265.00	
5009048428	02/07/2023	Fence Factory Rentals	490-6102	6,878.75	
5009048657	02/27/2023	Dave Bang Associates, Inc of CA	490-6102	57,755.00	
5009048676	02/27/2023	Hughes General Engineering	490-6102	248,444.00	
5009048443	02/07/2023	Smith Mechanical Electrical	490-6202	98,265.65	
<b>Total Number of Checks</b>			<b>6</b>	<b>416,918.13</b>	
<b>Fund Recap</b>					
<b>Fund</b>	<b>Description</b>	<b>Check Count</b>	<b>Expensed Amount</b>		
010	General Fund	274	1,860,916.58		

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 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048627	02/23/2023	HOME DEPOT CREDIT SERVICES	130-4300	3.17	
5009048641	02/23/2023	Sam's Club Direct	130-4300	21.81	
5009048646	02/23/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	344.04	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	130-4300	347.37	
5009048399	02/06/2023	CDE/CASHIER'S OFFICE	130-4710	62.22	
5009048417	02/06/2023	SYSCO VENTURA, INC.	130-4710	18,094.23	
5009048426	02/07/2023	Driftwood Dairy, Inc.	130-4710	1,755.37	
5009048434	02/07/2023	Laubacher Farms, Inc	130-4710	797.00	
5009048439	02/07/2023	Tri County Bread Service	130-4710	1,493.58	
5009048447	02/07/2023	SYSCO VENTURA, INC.	130-4710	22,697.18	
5009048450	02/07/2023	THE BERRY MAN, INC.	130-4710	4,286.80	
5009048451	02/07/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,899.80	
5009048463	02/09/2023	Driftwood Dairy, Inc.	130-4710	2,519.38	
5009048473	02/09/2023	Home Country Pizza	130-4710	19.66	
5009048484	02/09/2023	THE BERRY MAN, INC.	130-4710	1,505.30	
5009048503	02/14/2023	Driftwood Dairy, Inc.	130-4710	2,493.36	
5009048506	02/14/2023	Farmivore Inc	130-4710	658.23	
5009048516	02/14/2023	Laubacher Farms, Inc	130-4710	771.00	
5009048529	02/14/2023	Tri County Bread Service	130-4710	711.50	
5009048538	02/14/2023	SYSCO VENTURA, INC.	130-4710	8,556.42	
5009048540	02/14/2023	THE BERRY MAN, INC.	130-4710	3,163.70	
5009048557	02/14/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,073.80	
5009048618	02/23/2023	Driftwood Dairy, Inc.	130-4710	4,944.58	
5009048622	02/23/2023	Farmivore Inc	130-4710	678.75	
5009048686	02/27/2023	Ramiro Avina	130-4710	300.00	
5009048695	02/27/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	5,369.00	
5009048701	02/28/2023	Driftwood Dairy, Inc.	130-4710	5,855.09	
5009048704	02/28/2023	Farmivore Inc	130-4710	927.00	
5009048711	02/28/2023	Laubacher Farms, Inc	130-4710	1,136.00	
5009048716	02/28/2023	Tri County Bread Service	130-4710	3,433.65	
5009048722	02/28/2023	SYSCO VENTURA, INC.	130-4710	47,532.31	
5009048723	02/28/2023	THE BERRY MAN, INC.	130-4710	14,391.70	
5009048438	02/07/2023	Puretec Industrial Water	130-5600	246.10	
5009048554	02/14/2023	VENTURA REFRIGERATION SALES & SERVICE	130-5600	4,703.02	
5009048683	02/27/2023	Puretec Industrial Water	130-5600	492.20	
5009048554	02/14/2023	VENTURA REFRIGERATION SALES & SERVICE	130-5610	8,311.84	
5009048559	02/14/2023	XEROX CORPORATION	130-5612	158.71	
5009048727	02/28/2023	XEROX CORPORATION	130-5612	159.58	
5009048656	02/27/2023	AT&T	130-5900	17.95	
5009048659	02/27/2023	CDE/CASHIER'S OFFICE	130-8320	920.40	

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 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048690	02/27/2023	Steve Peters	010-5800	50.00	
5009048691	02/27/2023	Steve Sunnarborg	010-5800	1,950.00	
5009048693	02/27/2023	The Stepping stones Group, LLC	010-5800	714.93	
5009048699	02/28/2023	Carlos Dimas	010-5800	1,325.00	
5009048700	02/28/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	365.00	
5009048703	02/28/2023	Emma E. Mikita	010-5800	1,050.00	
5009048713	02/28/2023	Maxim Healthcare Staffing	010-5800	2,368.36	
5009048714	02/28/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009048715	02/28/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	1,264.26	
5009048720	02/28/2023	Screencastify, LLC	010-5800	18,000.00	
5009048721	02/28/2023	Soliant Health LLC	010-5800	2,732.24	
5009048724	02/28/2023	The Stepping stones Group, LLC	010-5800	1,453.55	
5009048725	02/28/2023	Therapy Travelers LLC	010-5800	905.80	
5009048726	02/28/2023	Vendurance Inc.	010-5800	500.00	
5009048700	02/28/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5804	25.00	
5009048455	02/09/2023	AT&T	010-5800	301.65	
5009048468	02/09/2023	Frontier Communications	010-5900	117.82	
5009048553	02/14/2023	Ventura County Star	010-5900	391.46	
5009048656	02/27/2023	AT&T	010-5900	2,367.61	
5009048666	02/27/2023	FEDEX	010-5900	154.78	
5009048669	02/27/2023	Frontier Communications	010-5900	680.61	
5009048705	02/28/2023	Frontier Communications	010-5900	258.94	
5009048429	02/07/2023	GOLDEN STATE COPIER & MAILING	010-5910	39.28	
5009048491	02/09/2023	VERIZON WIRELESS	010-5920	472.23	
5009048651	02/23/2023	Venco Electric	010-6102	8,792.32	
5009048664	02/27/2023	EJS Construction, Inc	010-6102	116,621.82	
5009048560	02/21/2023	Santa Barbara Airbus	010-8699	3,500.00	
5009048637	02/23/2023	PARTY TOWN JUMPS	010-8699	660.00	
5009048645	02/23/2023	Shawna Franckowiak	010-8699	1,195.31	
5009048718	02/28/2023	Sandra Marin	010-9201	1,752.20	
5009048579	02/21/2023	NIMCO	010-9510	998.86	
5009048442	02/07/2023	SISC FINANCE	010-9516	8,716.69	
			010-9534	669,150.35	
5009048477	02/09/2023	United of Omaha Life Ins. Co.	010-9534	721.02	
5009048442	02/07/2023	SISC FINANCE	010-9537	25,821.01	
5009048452	02/08/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	88,324.33	
5009048509	02/14/2023	Grainger	Cancelled		1,861.15 *
Cancel	1	1,861.15			
			<b>Total Number of Checks</b>	<b>275</b>	<b>1,860,916.58</b>
5009048506	02/14/2023	Farmivore Inc	130-4300	8.52	
5009048561	02/21/2023	AMAZON CAPITAL SERVICES	130-4300	1,613.71	
5009048581	02/21/2023	ODP Business Solutions	130-4300	137.14	
5009048622	02/23/2023	Farmivore Inc	130-4300	129.00	

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

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Checks Dated 02/04/2023 through 03/01/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048551	02/14/2023	Ventura County Office of Education Business	010-5800	50.00	
5009048552	02/14/2023	Ventura County Office of Education Business	010-5800	7,200.00	
5009048555	02/14/2023	Manuel M. Munoz DBA VIDA NEWSPAPER	010-5800	1,725.00	
5009048558	02/14/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,915.00	
5009048565	02/21/2023	Emma E. Mikita	010-5800	2,350.00	
5009048566	02/21/2023	Field Hockey Federation, Inc	010-5800	6,000.00	
5009048567	02/21/2023	Franklin Covey	010-5800	9,405.00	
5009048576	02/21/2023	Lisa Kelly dba Murals by Lisa Kelly	010-5800	2,800.00	
5009048577	02/21/2023	N2Y, LLC	010-5800	717.65	
5009048580	02/21/2023	OC Tech Innioations Corp	010-5800	840.00	
5009048586	02/21/2023	Ralph D' Oliveira	010-5800	2,750.00	
5009048589	02/21/2023	Sown To Grow, Inc.	010-5800	3,500.00	
5009048591	02/21/2023	Steve Sunnarborg	010-5800	1,250.00	
5009048592	02/21/2023	TAFT ELECTRIC	010-5800	664.01	
5009048593	02/21/2023	Vendurance	010-5800	400.00	
5009048598	02/23/2023	Rubalcava, Anabella L	010-5800	90.00	
5009048606	02/23/2023	360 Degree Customer Inc.	010-5800	672.59	
5009048607	02/23/2023	All Languages Interpreting	010-5800	2,310.00	
5009048608	02/23/2023	AMN Allied Services LLC	010-5800	1,489.56	
5009048614	02/23/2023	Carlos Dimas	010-5800	500.00	
5009048620	02/23/2023	EverDriven Technologies	010-5800	4,920.24	
5009048623	02/23/2023	Luis Gerardo Guillen	010-5800	450.00	
5009048629	02/23/2023	Horalia Rodriguez dba HR Entertainment	010-5800	757.58	
5009048631	02/23/2023	Jasmine Keys	010-5800	1,650.00	
5009048632	02/23/2023	John Tracy Center	010-5800	183.75	
5009048636	02/23/2023	Most Excellent Enterprises	010-5800	2,400.00	
5009048642	02/23/2023	SAN DIEGO COUNTY SUPT. OF SCHOOLS	010-5800	12,000.00	
5009048647	02/23/2023	TAFT ELECTRIC	010-5800	24,400.00	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-5800	1,635.90	
5009048661	02/27/2023	Charles Dillon	010-5800	100.00	
5009048665	02/27/2023	Emma E. Mikita	010-5800	1,300.00	
5009048667	02/27/2023	Franklin Covey	010-5800	15,088.56	
5009048668	02/27/2023	Pryor Learning Solutions	010-5800	199.00	
5009048671	02/27/2023	Luis Gerardo Guillen	010-5800	4,000.00	
5009048677	02/27/2023	John Tracy Center	010-5800	367.50	
5009048680	02/27/2023	Mechanical, Inc	010-5800	1,807.73	
5009048681	02/27/2023	Most Excellent Enterprises	010-5800	1,450.00	
5009048682	02/27/2023	Pegasus, Transit inc	010-5800	1,434.30	
5009048685	02/27/2023	Rain Master Irrigation Systems	010-5800	14.95	
5009048687	02/27/2023	Joshua Valdivia	010-5800	4,419.28	

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved. ESCAPE ONLINE Page 7 of 11



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Board Report

Checks Dated 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048425	02/07/2023	C D W GOVERNMENT, INC.	010-5800	21,302.25	
5009048430	02/07/2023	Maria Laura Hendrix	010-5800	3,287.50	
5009048431	02/07/2023	Horalia Rodriguez dba HR Entertainment	010-5800	1,174.24	
5009048435	02/07/2023	Matthew Yong Chong	010-5800	100.00	
5009048436	02/07/2023	Most Excellent Enterprises	010-5800	1,500.00	
5009048440	02/07/2023	Rhythms of Life, LLC	010-5800	295.00	
5009048441	02/07/2023	Joshua Valdivia	010-5800	3,050.00	
5009048444	02/07/2023	Sonitrol	010-5800	19,578.83	
5009048445	02/07/2023	Steve Sunnarborg	010-5800	1,500.00	
5009048446	02/07/2023	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5800	1,738.00	
5009048458	02/09/2023	Children's Therapy Network Inc	010-5800	479.17	
5009048460	02/09/2023	Stephen Clark	010-5800	500.00	
5009048475	02/09/2023	Lucas Brady Quinn Lightning Quick Sports	010-5800	1,250.00	
5009048480	02/09/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	632.13	
5009048482	02/09/2023	SERVICE PRO-FIRE PROTECTION	010-5800	9,792.00	
5009048485	02/09/2023	The Stepping stones Group, LLC	010-5800	760.35	
5009048486	02/09/2023	ThomasKelly Software Assoc.	010-5800	11,000.00	
5009048487	02/09/2023	Tobil Dynavox LLC	010-5800	99.00	
5009048489	02/09/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,213.23	
5009048496	02/14/2023	Pacific Northwest Publishing dba Ancora Publishing	010-5800	6,707.52	
5009048510	02/14/2023	Homero Chavez	010-5800	740.10	
5009048512	02/14/2023	In-N-Out Burger	010-5800	500.00	
5009048515	02/14/2023	Jostens	010-5800	125.58	
5009048518	02/14/2023	Gus Sahagun Legacy Athletics	010-5800	1,040.00	
5009048520	02/14/2023	Lisa Kelly dba Murals by Lisa Kelly	010-5800	900.00	
5009048524	02/14/2023	PARADIGM HEALTHCARE SERVICES	010-5800	681.92	
5009048525	02/14/2023	PASSAGEWAY, INC.	010-5800	1,797.70	
5009048527	02/14/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009048528	02/14/2023	Professional Tutors of America	010-5800	1,271.25	
5009048532	02/14/2023	Riverside Insights	010-5800	540.00	
5009048539	02/14/2023	TAFT ELECTRIC	010-5800	5,523.56	
5009048545	02/14/2023	Ventura County Office of Education Business	010-5800	544.50	
5009048546	02/14/2023	Ventura County Office of Education Business	010-5800	39.53	
5009048547	02/14/2023	Ventura County Office of Education Business	010-5800	50.00	
5009048548	02/14/2023	Ventura County Office of Education Business	010-5800	975.00	
5009048549	02/14/2023	Ventura County Office of Education Business	010-5800	4,500.00	
5009048550	02/14/2023	Ventura County Office of Education Business	010-5800	100.00	

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Board Report

Checks Dated 02/04/2023 through 03/01/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048543	02/14/2023	UNITED WATER CONSERVATION DIST	010-5540	3,673.09	
5009048698	02/28/2023	California American Water	010-5540	2,665.69	
5009048504	02/14/2023	E J Harrison & Sons	010-5560	93.00	
5009048662	02/27/2023	E J Harrison & Sons	010-5560	11,637.45	
5009048462	02/09/2023	De Lage Landen Financial Servi ces, Inc.	010-5600	206.49	
5009048521	02/14/2023	MUSEUM OF VENTURA COUNTY (MVC)	010-5600	825.00	
5009048559	02/14/2023	XEROX CORPORATION	010-5600	559.08	
5009048644	02/23/2023	Security Self Storage	010-5600	252.00	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-5600	1,346.00	
5009048696	02/27/2023	Wireless CCTV LLC	010-5600	3,277.50	
5009048397	02/06/2023	C & M AUTO TRUCK ELECTRIC	010-5610	2,200.00	
5009048444	02/07/2023	Sonitrol	010-5610	6,352.54	
5009048448	02/07/2023	TELCOM, INC	010-5610	1,549.32	
5009048453	02/09/2023	AMERICAN BUILDING COMFORT	010-5610	5,857.50	
5009048471	02/09/2023	GIBBS INTERNATIONAL	010-5610	1,082.80	
5009048476	02/09/2023	M/M Mechanical Inc.	010-5610	366.56	
5009048482	02/09/2023	SERVICE PRO-FIRE PROTECTION	010-5610	407.00	
5009048490	02/09/2023	Venco Western	010-5610	730.00	
5009048495	02/14/2023	AMERICAN BUILDING COMFORT	010-5610	3,185.46	
5009048499	02/14/2023	BC Rincon Construction	010-5610	1,003.64	
5009048500	02/14/2023	C & M AUTO TRUCK ELECTRIC	010-5610	275.00	
5009048612	02/23/2023	BC Rincon Construction	010-5610	8,952.00	
5009048674	02/27/2023	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009048474	02/09/2023	KONICA MINOLTA PREMIER FINANCE	010-5612	4,127.60	
5009048559	02/14/2023	XEROX CORPORATION	010-5612	10,077.25	
5009048727	02/28/2023	XEROX CORPORATION	010-5612	9,223.33	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-5613	308.59	
5009048412	02/06/2023	Reed Mechanical Systems Inc.	010-5620	290.00	
5009048495	02/14/2023	AMERICAN BUILDING COMFORT	010-5620	17,225.00	
5009048531	02/14/2023	Kevin Clough dba Restoration Hardwood	010-5620	6,850.00	
5009048544	02/14/2023	Velocity Truck Center	010-5620	113.71	
5009048630	02/23/2023	Integrated Fire and Safety	010-5620	560.63	
5009048466	02/09/2023	Fence Factory Rentals	010-5630	98.33	
5009048483	02/09/2023	Sunbelt Rentals	010-5630	1,285.98	
5009048488	02/09/2023	United Site Services	010-5630	4,146.36	
5009048590	02/21/2023	Sunbelt Rentals	010-5630	5,179.83	
5009048403	02/06/2023	Heidi Peel	010-5800	100.00	
5009048414	02/06/2023	SCHOLASTIC	010-5800	1,710.00	
5009048421	02/07/2023	Amanda Lynn Krogh	010-5800	1,900.00	
5009048424	02/07/2023	Carlos Dimas	010-5800	1,050.00	

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## ReqPay12a

## Board Report

Checks Dated 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048620	02/23/2023	EverDriven Technologies	010-5100	2,189.76	
5009048629	02/23/2023	Horalia Rodriguez dba HR Entertainment	010-5100	1,242.42	
5009048693	02/27/2023	The Stepping stones Group, LLC	010-5100	2,682.42	
5009048713	02/28/2023	Maxim Healthcare Staffing	010-5100	24,233.00	
5009048714	02/28/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009048715	02/28/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	3,535.74	
5009048721	02/28/2023	Soliant Health LLC	010-5100	11,211.76	
5009048724	02/28/2023	The Stepping stones Group, LLC	010-5100	3,886.45	
5009048725	02/28/2023	Therapy Travelers LLC	010-5100	1,049.20	
5009048401	02/06/2023	Erika Johnson	010-5200	858.38	
5009048406	02/06/2023	Mario Torres	010-5200	1,044.27	
5009048493	02/14/2023	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5200	1,550.00	
5009048497	02/14/2023	AVID CENTER	010-5200	1,825.00	
5009048556	02/14/2023	Wael Saleh	010-5200	98.05	
5009048568	02/21/2023	Pryor Learning Solutions	010-5200	149.00	
5009048594	02/21/2023	Ventura CASP	010-5200	25.00	
5009048596	02/23/2023	Escobar, Hugo M	010-5200	89.08	
5009048597	02/23/2023	Maria, Julie E	010-5200	330.32	
5009048600	02/23/2023	Amparan-Henschel, Naomi A	010-5200	71.94	
5009048602	02/23/2023	Magana, Carlos S	010-5200	5.24	
5009048604	02/23/2023	Espinoza, Omar	010-5200	81.43	
5009048619	02/23/2023	Educator Resources, Inc.	010-5200	828.00	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-5200	4,343.30	
5009048672	02/27/2023	Gold Coast CUE	010-5200	25.00	
5009048684	02/27/2023	Treasurer, ZNUG	010-5200	2,370.00	
5009048697	02/27/2023	Wisconsin Center for Education Products & Services	010-5200	100.00	
5009048717	02/28/2023	Treasurer, ZNUG	010-5200	395.00	
5009048523	02/14/2023	National Science Teacher Assoc	010-5300	85.00	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-5300	317.62	
5009048658	02/27/2023	CALIFORNIA READING ASSOC.	010-5300	270.00	
5009048635	02/23/2023	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009048464	02/09/2023	SOUTHERN CALIF. EDISON	010-5520	18,134.82	
5009048505	02/14/2023	SOUTHERN CALIF. EDISON	010-5520	4,224.79	
5009048663	02/27/2023	SOUTHERN CALIF. EDISON	010-5520	23,284.42	
5009048702	02/28/2023	SOUTHERN CALIF. EDISON	010-5520	6,984.50	
5009048469	02/09/2023	THE GAS COMPANY	010-5530	4,888.10	
5009048670	02/27/2023	THE GAS COMPANY	010-5530	4,192.50	
5009048706	02/28/2023	THE GAS COMPANY	010-5530	11,604.22	
5009048400	02/06/2023	CULLIGAN WATER	010-5540	288.75	
5009048423	02/07/2023	California American Water	010-5540	1,407.76	
5009048459	02/09/2023	CITY OF OXNARD	010-5540	21,132.48	

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Checks Dated 02/04/2023 through 03/01/2023					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048688	02/27/2023	SC FUELS	010-4300	2,568.20	
5009048692	02/27/2023	Playcore Group, Inc.	010-4300	4,752.10	
5009048707	02/28/2023	JONES SCHOOL SUPPLY CO., INC.	010-4300	333.67	
5009048710	02/28/2023	LAKESHORE	010-4300	17.90	
5009048712	02/28/2023	Magnetic Concepts Corporation	010-4300	114.59	
5009048719	02/28/2023	SC FUELS	010-4300	3,031.86	
5009048722	02/28/2023	SYSCO VENTURA, INC.	010-4300	69.04	
5009048410	02/06/2023	Pioneer Chemical Co	010-4325	4,503.84	
5009048511	02/14/2023	House Sanitary Supply	010-4325	2,849.33	
5009048569	02/21/2023	House Sanitary Supply	010-4325	2,065.22	
5009048585	02/21/2023	Pioneer Chemical Co	010-4325	1,618.81	
5009048628	02/23/2023	House Sanitary Supply	010-4325	1,918.12	
5009048639	02/23/2023	Pioneer Chemical Co	010-4325	6,626.80	
5009048641	02/23/2023	Sam's Club Direct	010-4325	122.91	
5009048675	02/27/2023	House Sanitary Supply	010-4325	5,702.40	
5009048689	02/27/2023	Southwest School & Office Supply	010-4325	1,664.26	
5009048465	02/09/2023	Ewing Irrigation Products Inc	010-4360	432.26	
5009048481	02/09/2023	SC FUELS	010-4360	309.91	
5009048621	02/23/2023	Ewing Irrigation Products Inc	010-4360	64.06	
5009048627	02/23/2023	HOME DEPOT CREDIT SERVICES	010-4360	1,037.31	
5009048688	02/27/2023	SC FUELS	010-4360	401.70	
5009048719	02/28/2023	SC FUELS	010-4360	474.22	
5009048396	02/06/2023	Airgas	010-4400	70.23	
5009048404	02/06/2023	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4400	453.27	
5009048405	02/06/2023	LAKESHORE	010-4400	2,638.14	
5009048425	02/07/2023	C D W GOVERNMENT, INC.	010-4400	60,487.75	
5009048470	02/09/2023	John Gosnell DBA Gforce Printing	010-4400	3,845.60	
5009048541	02/14/2023	ULINE	010-4400	3,735.95	
5009048615	02/23/2023	C D W GOVERNMENT, INC.	010-4400	13,065.07	
5009048617	02/23/2023	DELL MARKETING L.P. C/O DELL USA LP	010-4400	2,951.26	
5009048624	02/23/2023	GigaKom	010-4400	713.28	
5009048625	02/23/2023	Grainger	010-4400	805.26	
5009048633	02/23/2023	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4400	580.62	
5009048431	02/07/2023	Horalia Rodriguez dba HR Entertainment	010-5100	1,925.76	
5009048458	02/09/2023	Children's Therapy Network Inc	010-5100	95.83	
5009048480	02/09/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.87	
5009048485	02/09/2023	The Stepping stones Group, LLC	010-5100	2,852.85	
5009048489	02/09/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	436.77	
5009048525	02/14/2023	PASSAGEWAY, INC.	010-5100	5,217.82	
5009048527	02/14/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009048606	02/23/2023	360 Degree Customer Inc.	010-5100	28,744.21	
5009048608	02/23/2023	AMN Allied Services LLC	010-5100	6,510.44	

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## Board Report

Checks Dated 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048536	02/14/2023	Skechers USA Inc.	010-4300	703.88	
5009048541	02/14/2023	ULINE	010-4300	269.37	
5009048542	02/14/2023	Unified Traffic Systems Inc	010-4300	133.29	
5009048544	02/14/2023	Velocity Truck Center	010-4300	9.03	
5009048561	02/21/2023	AMAZON CAPITAL SERVICES	010-4300	22,285.95	
5009048562	02/21/2023	Carolina Biological Supply Co	010-4300	408.29	
5009048566	02/21/2023	Field Hockey Federation, Inc	010-4300	1,180.00	
5009048570	02/21/2023	JW Pepper & Son, Inc.	010-4300	1,889.58	
5009048571	02/21/2023	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4300	700.02	
5009048572	02/21/2023	Lego Education	010-4300	14,582.42	
5009048573	02/21/2023	Maad Graphics	010-4300	1,084.86	
5009048574	02/21/2023	Makalu Ventures LLC/UAV Coach	010-4300	1,194.00	
5009048575	02/21/2023	MHS	010-4300	1,622.50	
5009048579	02/21/2023	NIMCO	010-4300	.01	
5009048581	02/21/2023	ODP Business Solutions	010-4300	11,059.10	
5009048582	02/21/2023	OmnI Chteer	010-4300	3,205.11	
5009048583	02/21/2023	OTC BRANDS, INC.	010-4300	1,459.73	
5009048587	02/21/2023	Rio School District	010-4300	25.00	
5009048588	02/21/2023	Riverside Insights	010-4300	5,907.57	
5009048595	02/23/2023	Mendez, Adeline	010-4300	249.80	
5009048597	02/23/2023	Maria, Julie E	010-4300	110.28	
5009048599	02/23/2023	Jimenez, Margarita C	010-4300	144.24	
5009048601	02/23/2023	Plomteaux, Ronda J	010-4300	18.55	
5009048603	02/23/2023	Gonzales, Kelly H	010-4300	15.28	
5009048605	02/23/2023	Godoy, Carlo	010-4300	78.66	
5009048611	02/23/2023	Barnes & Noble Inc.	010-4300	100.00	
5009048613	02/23/2023	Califone International, Inc.	010-4300	67.80	
5009048616	02/23/2023	Center Glass Co	010-4300	5,280.00	
5009048625	02/23/2023	Grainger	010-4300	2,038.43	
5009048626	02/23/2023	Green Thumb Nursery	010-4300	380.74	
5009048627	02/23/2023	HOME DEPOT CREDIT SERVICES	010-4300	9,949.32	
5009048630	02/23/2023	Integrated Fire and Safety	010-4300	4,627.51	
5009048633	02/23/2023	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	010-4300	378.41	
5009048638	02/23/2023	Peach Hill Soils, Inc	010-4300	3,492.38	
5009048640	02/23/2023	Rubber Band Arrangements	010-4300	681.95	
5009048641	02/23/2023	Sam's Club Direct	010-4300	100.24	
5009048649	02/23/2023	The Home Depot Pro	010-4300	50.56	
5009048650	02/23/2023	U.S. Bank Corporate Payment Systems	010-4300	10,551.81	
5009048654	02/23/2023	Bacon, Lorene G	010-4300	102.65	
5009048655	02/27/2023	Aswell Trophy	010-4300	449.56	
5009048660	02/27/2023	Center Glass Co	010-4300	83.00	
5009048667	02/27/2023	Franklin Covey	010-4300	759.91	
5009048673	02/27/2023	Grainger	010-4300	1,778.15	
5009048678	02/27/2023	William V. MacGILL & CO.	010-4300	481.91	

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 02/04/2023 through 03/01/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048413	02/06/2023	Savvas Learning Company	010-4140	1,104.50	
5009048563	02/21/2023	DataProse, LLC	010-4140	10,668.66	
5009048643	02/23/2023	Savvas Learning Company	010-4140	985.21	
5009048407	02/06/2023	The Math Learning Center	010-4200	6,975.00	
5009048409	02/06/2023	PERMA BOUND	010-4200	1,687.24	
5009048534	02/14/2023	SCHOLASTIC	010-4200	14.25	
5009048578	02/21/2023	National Science Teacher Assoc	010-4200	3,364.21	
5009048396	02/08/2023	Airgas	010-4300	31.51	
5009048398	02/06/2023	Carolina Biological Supply Co	010-4300	105.19	
5009048402	02/06/2023	GOPHER SPORTS	010-4300	145.61	
5009048405	02/06/2023	LAKESHORE	010-4300	16,712.71	
5009048408	02/06/2023	Eazel Enterprises Inc.	010-4300	4,370.00	
5009048409	02/06/2023	PERMA BOUND	010-4300	1,872.45	
5009048410	02/06/2023	Pioneer Chemical Co	010-4300	358.13	
5009048411	02/06/2023	Proforma	010-4300	306.07	
5009048415	02/06/2023	Scholastic Inc.	010-4300	694.28	
5009048416	02/06/2023	Sehl Computer Products, Inc.	010-4300	931.00	
5009048418	02/06/2023	Treetop Products.com	010-4300	832.60	
5009048419	02/06/2023	ULINE	010-4300	2,123.41	
5009048420	02/06/2023	USI	010-4300	126.47	
5009048429	02/07/2023	GOLDEN STATE COPIER & MAILING	010-4300	466.17	
5009048454	02/09/2023	AquaPhoenix Scientific, LLC	010-4300	5,366.06	
5009048456	02/09/2023	Barnes & Noble Inc.	010-4300	572.70	
5009048457	02/09/2023	BARON INDUSTRIES	010-4300	144.27	
5009048465	02/09/2023	Ewing Irrigation Products Inc	010-4300	98.41	
5009048467	02/09/2023	FRANKLIN TRUCK PARTS, INC.	010-4300	12.54	
5009048471	02/09/2023	GIBBS INTERNATIONAL	010-4300	4,953.60	
5009048472	02/09/2023	Green Thumb Nursery	010-4300	1,248.02	
5009048478	02/08/2023	O'Reilly Auto Parts	010-4300	439.62	
5009048479	02/09/2023	PARADISE CHEVROLET	010-4300	201.62	
5009048481	02/09/2023	SC FUELS	010-4300	1,981.36	
5009048494	02/14/2023	Advance Auto Parts	010-4300	1,523.53	
5009048498	02/14/2023	BARON INDUSTRIES	010-4300	109.34	
5009048501	02/14/2023	CCP Industries Inc.	010-4300	285.73	
5009048502	02/14/2023	Customlink, LLC	010-4300	558.38	
5009048507	02/14/2023	FERGUSON ENTERPRISES # 1350	010-4300	966.21	
5009048508	02/14/2023	Franklin Covey	010-4300	4,016.01	
5009048513	02/14/2023	Integrated Fire and Safety	010-4300	431.25	
5009048514	02/14/2023	Jo Anna Mendoza	010-4300	1,054.31	
5009048517	02/14/2023	Lawson Products	010-4300	2,329.51	
5009048519	02/14/2023	Linde Gas & Equipment Inc.	010-4300	127.33	
5009048522	02/14/2023	CENGAGE LEARNING	010-4300	7,492.61	
5009048526	02/14/2023	PERMA BOUND	010-4300	1,632.48	
5009048530	02/14/2023	Quality Logo Products, Inc.	010-4300	639.55	
5009048533	02/14/2023	S & S WORLDWIDE	010-4300	675.40	
5009048535	02/14/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	1,165.33	

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

ESCAPE ONLINE

Page 1 of 11

Checks Dated 02/04/2023 through 03/01/2023

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

Fund	Description	Check Count	Expensed Amount
130	Cafeteria Fund	41	174,741.17
212	Building Fund Measure L	12	268,495.48
251	CAPITAL FACILITIES - RESIDENTI	4	42,682.87
252	CAPITAL FACILITIES COMMERCIAL	5	45,077.44
490	Capital Projects Fund for Blen	6	416,918.13
Total Number of Checks		331	2,808,831.67
Less Unpaid Tax Liability			.00
Net (Check Amount)			2,808,831.67

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.





10.6





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Approval of MOU with Los Angeles Pacific University
Access	Public
Type	Action (Consent)
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Recommended Action	Administration recommends approval of this item.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district is recommending approval of this MOU with Los Angeles Pacific University for placement of students in the district to complete field work and student teaching when placements are available and mentor teachers within the district are requesting to work with a teacher in training. Additionally, this MOU provides for an opportunity to place teacher interns into district position under the supervision of the University and the District if there is a need to hire intern teachers. The MOU explicitly states the responsibilities of the University and the District and ensures accountability to provide mentoring and supervision to each candidate.

[MOU LA Pacific.pdf \(360 KB\)](#)

**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.*



**MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT** entered into by and between **Los Angeles Pacific University**, hereinafter called the **UNIVERSITY** and **Rio School District** hereinafter called the **DISTRICT**:

**WITNESSETH**

**WHEREAS**, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

**WHEREAS**, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

**WHEREAS**, the University operates fully-accredited educational programs for its candidates; and

**WHEREAS**, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

**NOW, THEREFORE**, it is mutually agreed upon between the parties as follows:

**GENERAL TERMS AND CONDITIONS**

1. **Term.** The term of this agreement shall commence on **July 1, 2023** and terminate on **June 30, 2028**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the K-12 setting at any time.
3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.
4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or Email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

## 5. Insurance.

- a. The District shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Worker's Compensation, including Employer's Liability, covering its employees.
- b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and candidates.
- c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.
- d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:
  - i. Candidates Participating in Unpaid K-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid K-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.
  - ii. Candidates Participating in Unpaid K-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.
  - iii. Candidates Participating in Paid K-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such

candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

**6. Confidentiality.**

- a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.
- b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.
8. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.
9. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

## **10. Indemnification.**

- a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.
- b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

## **11. Scope of Work.**

### **TEACHER EDUCATION FIELD EXPERIENCE**

“Field Experience” as used herein refers to brief (eight week) periods in which a candidate, enrolled in field experience embedded courses in the university teacher preparation program, observes and interacts with students in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom host teachers. With the guidance of the classroom host teacher, the candidate may participate in small group instructional activities. With the guidance of the classroom host teacher, the candidate may participate in formal assessments to individual K-12 students and/or small groups of students during their field experience. The candidate may be required to observe in a variety of settings to meet course expectations and will document 10 hours of field experience per each field experience embedded course. Field Experience is not commensurate with Student Teaching.

Field Experience is to be completed under the direct supervision of a host teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. It is the expectation that the classroom where candidates complete field experience will consist of K-12 students and include students who are English learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California's adopted content standards and frameworks. At the conclusion of the Field Experience, the host teacher(s) will be asked to complete a short verification form to verify the candidate's field experience.

The University will ensure candidates who participate in field experience have met the requirements of (a) California Basic Skills requirement (BSR), (b) possessing a valid certificate of clearance or other valid CTC document, and (c) current enrollment in a field experience embedded course. The University will provide support to the candidate through the direction and discussion provided within the field experience



embedded course. Assignments directly related to the candidate's field experience, in the form of reflection logs and written assignments, will be required and evaluated by the course instructor.

### **TEACHER EDUCATION STUDENT TEACHING**

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District (a) holding a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the supervising teacher not have additional district or school-based assignments that cause them to be absent from the classroom for extended periods of time.

The University shall provide district employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District agrees to provide a supported teaching experience in District classrooms for candidates who are assigned by the University to student teaching. Classrooms where candidates complete student teaching must include K-12 students who are English learners, on an IEP, 504 Plan, students who qualify for GATE, and/or students from an underserved group. Such student teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of candidate and district-employed supervisor must be a collaborative process between the school district and the university.

The University shall ensure student teacher placement in locations where the candidate is able to video record his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires candidates to affirm that they have followed all applicable video policies of the District for the CalTPA task requiring a video.

The District recognizes the importance of facilitating placements that allow teacher candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the teacher candidate may use video capturing to record their classroom instruction and submit it online for review as part

of the university mentor observation and formative feedback process.

The District may, for good cause, refuse to accept any candidate of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment of any candidate of the University.

The University will ensure candidates who participate in student teaching have satisfied the additional requirements of (a) meeting the California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

"Full-time student teaching" is an assignment for the regular school day (at least seven hours) for 16 weeks including all duties normally performed by a teacher. The 16 weeks aligns with the University's fall and spring semesters.

At the elementary level a full-time assignment is a full school day (at least seven hours) for eight weeks in a primary (K-3) classroom and eight weeks in an intermediate (4-6) classroom. For this, the University will pay the District a Master Teacher Stipend for performance by the District of all services required at a rate of one hundred dollars (\$100) for each full-time student teacher.

An assignment of a candidate of the University to student teaching in schools or classes of the District shall be, at the discretion of the University for approximately one semester; a fall semester to be approximately end of August to beginning of December and a spring semester to be approximately the beginning of January to beginning of May.

Within a reasonable time following the close of each assignment, the University will send a Master Teacher Stipend Summary Sheet to the District and the District shall submit an invoice, to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

### **TEACHER EDUCATION INTERN TEACHING**

"Intern teaching" as used herein and elsewhere in this agreement means active participation in a teacher internship program pursuant to California Education Code Section 44450 whereby University candidates may be placed as Intern teachers in District Schools. An Intern candidate is authorized to assume the functions authorized by the appropriate Multiple Subject Credential. The Intern candidate's services meet the instructional needs of the participating district. The Intern candidate does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The District will assign each Intern candidate a certified mentor/support provider who will be responsible for overseeing and offering support to the Intern candidate throughout the internship teaching year. The District agrees to provide to the University the name of the mentor/support provider for each term. The certified mentor/support provider must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, (c) have EL Authorization if he/she is providing supervision and support to a candidate who does not have EL Authorization.

The University shall provide district employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

The District must ensure sufficient resources are provided including the identification of protected time for district provided support providers to work with the Intern candidates within the school day to deliver the appropriate support/mentoring and supervision to the candidate and an evaluation of the site support that is provided.

The University will ensure candidates in the Internship Program hold a Baccalaureate degree or higher from an organization recognized by the U.S. Department of Education and the Council for Higher Education Accreditation and have satisfied the additional requirements of (a) California Basic Skills requirement (BSR), (b) demonstrating Subject Matter Competence, (c) meeting U.S. Constitution, (d) possessing a valid certificate of clearance, (e) have completed the required Pre-service Training.

The University will assign a University supervisor to support the intern who will work cooperatively with the district personnel designated above. The University supervisor will confer with both the site administrator and the mentor/support provider for the intern. The University supervisor will have the following minimum qualifications (a) have current knowledge in the content area of the candidate; (b) have the ability to model best professional practices in teaching learning, scholarship, and service; (c) have knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern candidate, which will include an annual evaluation. For Intern candidates teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate disabilities. The University will make available description of the courses to be completed by the Intern.

The District and the University will work in partnership to provide a minimum of 144 hours

of support/mentoring and supervision to each Intern candidate each school year. Intern candidates without an EL authorization are required to receive 45 hours of EL support. The District will provide approximately 2/3 of the support/mentoring and supervision in the form of content specific coaching; grade level or department meetings; new teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern candidate observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision in the form of field mentors, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English learner authorization. The participating district will identify an individual who is immediately available to assist Intern candidates with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This individual must have an EL authorization.

The University shall ensure Intern Teacher assignments take place in locations where the candidate is able to record his/her teaching with K-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection.

The University requires candidates to affirm that they have followed all applicable video policies of the District for the TPA task requiring a video.

The District recognizes the importance of facilitating placements that allow Intern candidates to complete the California Teaching Performance Assessment (CalTPA), and has necessary policies and procedures in place related to the appropriate use of video for instruction, assessment. The District recognizes that the Intern candidate may use video capturing to record their classroom instruction and submit it online for review as part of the university mentor observation and formative feedback process.

The District and the University agree to provide access to those who will be evaluating the performance of the candidate to provide knowledge on the performance of Intern candidates and any areas of needed additional support or supervision.

Los Angeles Pacific University

Rio School District

Signed: Gordon Jorgenson III

Signed: \_\_\_\_\_

Name: Gordon A Jorgenson III

Name: \_\_\_\_\_

Title: Assistant Dean

Title: \_\_\_\_\_

Date: February 27, 2023

Date: \_\_\_\_\_

Los Angeles Pacific University

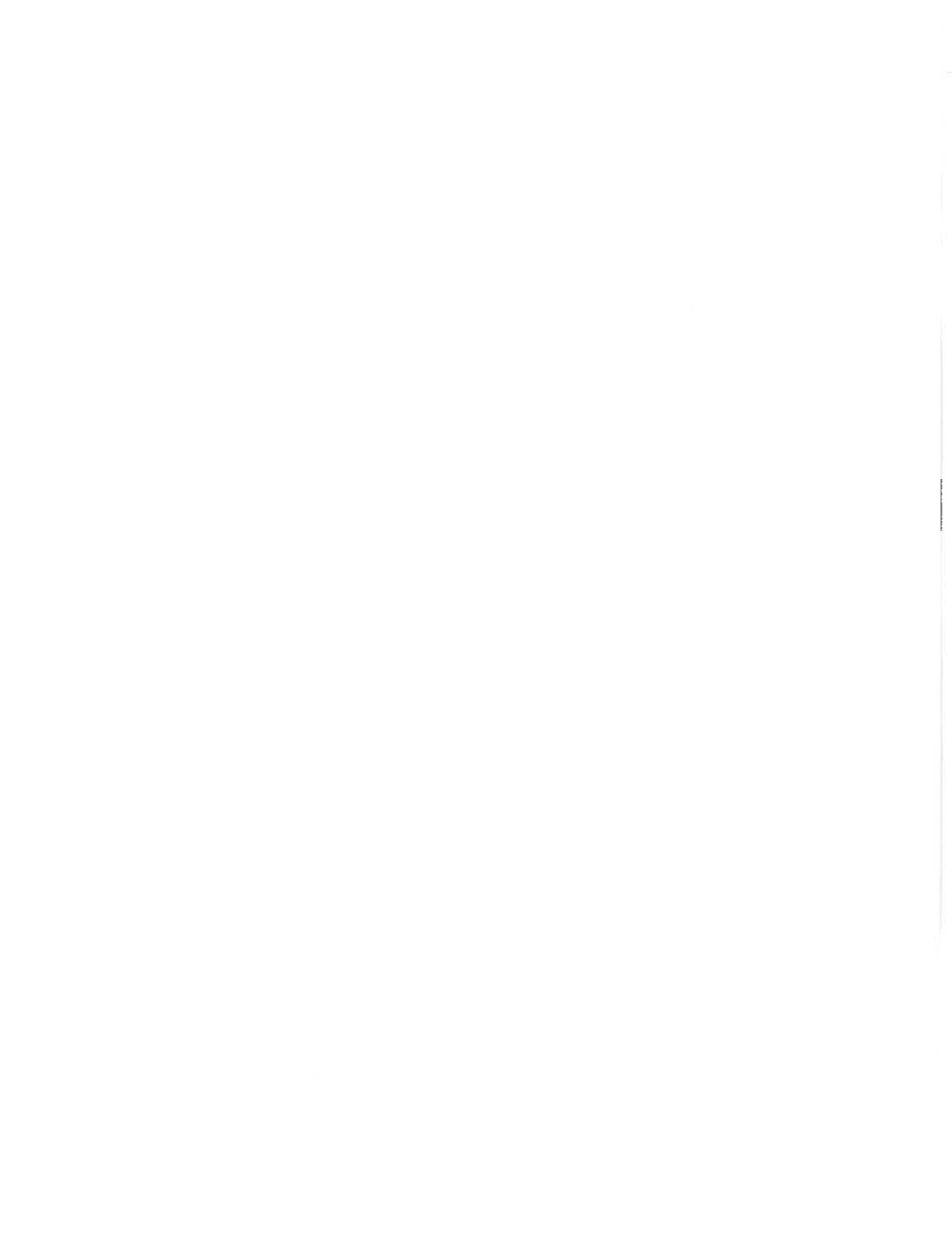
Rio School District

300 N. Lone Hill Av. Ste. 200

1800 Solar Drive

San Dimas, CA 91773

Oxnard, CA 93030



10.7







### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of Updated Certificated Teacher Salary Schedules
Access	Public
Type	Action (Consent)
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Recommended Action	Administration recommends approval of this item.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The certificated salary schedule has been adjusted to reflect the increase in salary based on the recently ratified collective bargaining agreement for the 2022-2023 and the 2023-2024 school year. The 2023-2024 salary schedule reflects an additional day of professional development. Administration recommends approval of the new salary schedules that reflect the changes.

[Certificated Teacher Salary 22-23 Pending Board Approval.pdf \(78 KB\)](#)

[Certificated Teacher Salary 23-24 Pending Board Approval.pdf \(84 KB\)](#)

### 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  
2022/2023**

**CERTIFICATED TEACHER SALARY SCHEDULE  
185 Work Days**

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

**Anniversary Increments for years of service in the Rio School District**

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

Pending Board Approved:

Effective 7-1-2022 9% salary increase

THE FOLLOWING CLASSIFICATIONS ARE USED IN DETERMINING TEACHER SALARIES

Class I Permit	Appropriate permit: BA degree.
Class I Credential	Appropriate credential: BA degree
Class II Class III	BA degree plus 45 semester hours subsequent to granting of BA degree, or MA/MS degree
Class IV	BA degree plus 60 semester hours subsequent to granting of BA degree, or MA plus 15 semester hours subsequent to granting of MA degree
Class V	BA degree plus 75 semester hours subsequent to granting of BA degree, including MA degree or a Specialist Credential; or MA degree plus 30 semester hours subsequent to granting of MA degree or Specialist Credential plus 30 semester units subsequent to granting of Specialist Credential. A Specialist Credential is defined, as one which requires a credential as a prerequisite to the Specialist Credential. Examples of Specialist Credential are: Bilingual Cross- Cultural , Reading Specialist, Early Childhood, Gifted, Health Science, Mathematics, Special Education: Learning Handicapped, Severely Handicapped.

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

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

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

The teacher's work year is determined by contract.

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



**RIO SCHOOL DISTRICT  
2023-2024  
CERTIFICATED TEACHER SALARY SCHEDULE  
186 Work Days**

CLASS	I BA		II B.A.+ 30	III B.A. + 45 or M.A.	IV B.A. + 60 or M.A.+ 15	V B.A. +75 incl. M.A. or M.A. +30
	permit	credential				
STEP 1	54,338	58,546	60,842	63,139	66,282	70,619
2	57,313	59,695	61,990	64,140	68,605	73,095
3	58,198	60,842	63,139	66,402	71,002	75,646
4	60,248	61,990	64,016	68,716	73,487	78,296
5	62,360	63,139	66,265	71,129	76,060	81,053
6	62,360	65,713	68,576	73,613	78,716	83,879
7	62,360	67,998	70,975	76,191	81,486	86,815
8	62,360	70,390	73,471	78,845	84,318	89,848
9	62,360	72,857	76,040	81,625	87,284	92,998
10	62,360	72,857	78,701	84,473	90,343	96,262
11	62,360	72,857	78,701	87,445	93,503	99,631
12	62,360	72,857	78,701	89,786	99,382	105,885

**Anniversary Increments for years of service in the Rio School District**

14th through 18th year	4.60%	93,916	103,954	110,755
19th through 24th year	6.40%	95,532	105,743	112,661
25th through 27th year	7.90%	96,879	107,234	114,249
28th Year	10%	98,764	109,321	116,473
29th Year	11%	99,662	110,314	117,532
30th Year	12%	100,560	111,308	118,591

Pending Board Approved:

Effective 07/01/2022 9% salary increase

**THE FOLLOWING CLASSIFICATIONS ARE USED IN DETERMINING TEACHER SALARIES**

Class I Permit	Appropriate permit: BA degree.
Class I Credential	Appropriate credential: BA degree
Class II Class III	BA degree plus 45 semester hours subsequent to granting of BA BA degree plus 45 semester hours subsequent to granting of BA degree, or MA/MS degree
Class IV	BA degree plus 60 semeseter hours subsequent to granting of BA degree, or MA plus 15 semester hours subsequent to granting of MA degree
Class V	BA degree plus 75 semester hours subsequent to granting of BA degree, including MA degree or a Specialist Credential; or MA degree plus 30 semester hours subsequent to granting of MA OR degree or Specialist Credential plus 30 semester units subsequent to granting of Specialist Credential. A Specialist Credential is defined, as one which requires a credential as a prerequisite to the Specialist Credential. Examples of Specialist Credential are: Bilingual Cross- Cultural , Reading Specialist, Early Childhood, Gifted, Health Science, Mathematics, Special Education: Learning Handicapped, Severely Handicapped.

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

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

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

The teacher's work year is determined by contract.

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

10.8







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 MOU between VCOE and Rio School District for Tobacco-Use Prevention Education (TUPE) Grant
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of TUPE MOU with VCOE.

**Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

**Rationale:**

The California Department of Education (CDE) provides funding to implement Tobacco-Use Prevention Education (TUPE) Tier 2 grant funds made available through VCOE to support a comprehensive tobacco-use prevention education program at Rio School District from July 1, 2023 through June 30, 2026. Estimated total amounts are not yet available.

[TUPE Grant 2023-2026 MOU.pdf \(287 KB\)](#)

**Administrative Content**

**Executive Content**

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

## **TUPE Tier 2 Consortium Grant 2023-2026**

### **MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT**

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Rio School District (hereinafter referred to as District)**. This Agreement confirms the district's implementation of the Tobacco-Use Prevention Education (TUPE) Tier 2 consortium grant. The agreement term is **July 1, 2023, to June 30, 2026**. Thereafter, the Agreement may be extended for up to two (2) additional one (1) year periods based on continued funding from California Department of Education (CDE) until June 30, 2026. Each agency agrees to participate fully in the TUPE program by providing the following services.

#### **VCOE will:**

- Provide TUPE Consortium Project Coordinator to monitor program implementation and compliance of a comprehensive tobacco-use prevention education program and support District in all areas of program implementation and evaluation.
- Provide Project Specialist to oversee grant invoicing, contracts, budget and reporting deliverables, and tobacco-free certification.
- Provide Youth Development Operations Specialist to coordinate trainings and support District in Youth Development and Family and Community Engagement activities and programs, such as Friday Night Live (FNL), Friday Night Live Mentoring, FNL Youth Advisory Council, school and other community presentations and Teens Kick Ash Conference.
- Provide Project Specialist to support Youth Development and Family and Community Engagement activities and programs in District.
- Provide external evaluator to analyze County California Healthy Kids Survey data as that data becomes available; analyze data collected from staff through the CSCS in combination with CHKS and other program data to provide a broad picture of progress toward both process and outcome objectives; analyze other program data related to the level of County implementation; summarize data and provide reports to the Project Coordinator. VCOE TUPE Project Coordinator and collaborative members to present data and facilitate discussion regarding areas of program need and improvement.
- Provide and support CDE-approved options for TUPE curriculum, as well as, TUPE training opportunities, as applicable to the District, for the CATCH My Breath for grade 6-12; Project ALERT for grades 7 and 8; and the Stanford Tobacco Prevention Toolkit, You and Me Together Vape Free, for grades 9-12.
- Provide training and/or support in the CDE-approved options for tobacco-use intervention and Alternatives to suspension strategies including INDEPTH, YVAPE, Brief Intervention, Stanford Toolkit Healthy Futures Intervention Curriculum, and Brief Risk Reduction Interview Intervention Model.
- Provide District with access and training for VCOE's TUPE Data Dashboard for all data entry, including invoices, quarterly reports, and Tobacco-Free Certification.

## **TUPE Tier 2 Consortium Grant 2023-2026**

- Provide and deliver the Stanford Toolkit Healthy Futures Intervention curriculum to all identified pregnant and parenting minors.
- Provide information on cessation services, including Kick-it California, and local cessation services through Ventura County Public Health (1-805-201-STOP).
- Coordinate and provide technical assistance (TA) for the administration of the California Healthy Kids Survey (CHKS), California School Staff Survey (CSSS), and California School Parent Survey (CSPS) in the 2023-2024 school year. VCOE will cover the cost of surveys; collaborate with WestEd to coordinate and schedule survey administration; collaborate with District to develop and submit Ventura County Custom Module to WestEd for review and approval;
- Facilitate four quarterly TUPE Consortium Coordinator meetings.
- Meet individually with each District to evaluate progress and program implementation.

### **District will:**

- Recruit and assign staff to serve as the District TUPE Coordinator. The Coordinator will participate in program implementation, monitoring, and evaluation including distributing and facilitating completion of accountability reporting logs, recording and reporting activities, and ensuring compliance with all grant requirements. Completed accountability reporting logs to be monitored and reviewed each semester.
- Assure the TUPE District Coordinator's participation in at least three TUPE Consortium Coordinator meetings. If the TUPE District Coordinator is unable to attend, a representative should attend in their place.
- Support the TUPE District Coordinator's participation in provided TUPE related professional development, program improvement, needs assessment and evaluation meetings and activities.
- Utilize the TUPE Data Dashboard for TUPE service delivery on a quarterly basis, including all prevention, intervention, cessation, youth development and other activities.
- Refer pregnant minors and/or minor parents to Ventura County Public Health for tobacco education, intervention, and cessation support, and/or other prevention and support services, if appropriate.
- Support the implementation of youth development, such as Friday Night Live (FNL), FNL Mentoring, and FNL Youth Advisory Council, Social Media Advocacy, or other youth development project.
- Coordinate with VCOE for students to participate in annual Teens Kick Ash Conference.
- Assure compliance with the District Tobacco-Free Policy Certification requirements as per CDE regulations and ABX2-9. Annually review and update, if necessary, any applicable District Board Policies and Administrative Regulations that require updated tobacco specific language, procedures, and practices.
- Administer the CDE required components of: 1) the Cal-SCHLS System [California Healthy Kids Survey (CHKS), California School Staff Survey (CSSS), and California School Parent Survey (CSPS)] and, 2) the VCOE Custom Module. CHKS Administration will occur in Year-

## TUPE Tier 2 Consortium Grant 2023-2026

1 (2023-24) and Year-3 (2025-26) of the grant, surveys to be administered to students in grades 5 or 6, 7, 9, 11, and to all students attending alternative educational (NT) programs. Ensure that district policies and practices regarding the administration of surveys are followed, including, but not limited to, California Education Code, Board approval, and parent consent.

- If selected, participate in the statewide California Youth Tobacco Survey (CYTS) and the Evaluation of Tobacco-Use Prevention Education Programs in California.
- Complete and submit district-level TUPE activity reports on the VCOE Data Dashboard platform each quarter.
- Neither receive nor apply for funds, educational materials, or services from the tobacco or cannabis industries or any agency which has received funding from the tobacco or cannabis industries to implement tobacco-use prevention or intervention programs.

### Fiscal Responsibilities:

The annual amount of the Agreement for the period of July 1, 2023 through June 30, 2026 shall not exceed a budget of **(TBD)**. According to the CDE, if there is legislative action to reduce or defer the funding, the budgets will be amended accordingly for Year 2 and Year 3. **Funds are provided annually and carry over funds will not be allowed from year to year.**

Estimated Year 1 (2023-24): **(TBD)**  
Estimated Year 2 (2024-25): **(TBD)**  
Estimated Year 3 (2025-26): **(TBD)**

### **District will:**

- Submit quarterly fiscal reports to include the Quarterly Expenditure Report and Invoice, as well as supporting documentation and the TUPE Fiscal Quarterly Narrative on the following due dates; **October 10<sup>th</sup>, January 10<sup>th</sup>, April 10<sup>th</sup>, and June 20<sup>th</sup>**. Contact VCOE, Project Specialist for specific submission requirements.
- Expend funds as allowable. Please see Exhibit B for funding restrictions. Examples of allowable budget categories considered for reimbursement by the VCOE Tier 2 Consortium grant include:
  - **Certificated and Classified Salaries** (District Coordinator, Site Coordinators, Youth Development Coordinators, and sub-costs) A District Coordinator is required. Funding for administrative personnel, other than the district coordinator, cannot be funded through the TUPE grant.
  - **Employee Benefits** (Certificated/Classified)
  - **Materials & Supplies** (Office supplies, youth development activities)
  - **Travel and Conference** (In-county mileage and out-of-county travel expenses associated with VCOE approved Youth Development activities)
  - **Youth Development Transportation**

# TUPE Tier 2 Consortium Grant 2023-2026

## TUPE Reporting Requirements:

All reports are due by the dates indicated below. Failure to submit all required reports by the appropriate due dates will result in future payments being delayed.

### Accountability Reporting Logs:

- Data entered at time of service and reviewed quarterly by District Coordinator on the following dates: October 10<sup>th</sup>, January 10<sup>th</sup>, April 10<sup>th</sup>, and June 20<sup>th</sup>

### VCOE TUPE Data Collection Dashboard

- Due quarterly on the following dates: October 10<sup>th</sup>, January 10<sup>th</sup>, April 10<sup>th</sup>, and June 20<sup>th</sup>

## **Termination**

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement.

## **Default**

If District defaults in the performance of any term or condition, District must remedy that default by a satisfactory performance within 10 days after receipt of written notice of the default. If the District fails to remedy the default within that time, then VCOE may terminate this contract with a final notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the program and services described herein.

Wael Saleh Wael Saleh 2.24.2023  
Authorized District Representative Signature Date

LINDA BEKENY Linda Bekeny 2-28-2023  
Authorized District Fiscal Representative Signature Date

Lisa Cline Lisa Cline 2-21-23  
VCOE Exec. Director Internal Business Services Signature Date

Lisa Salas-Brown Lisa Salas-Brown 2/10/23  
VCOE Associate Superintendent Signature Date

10.9







### Agenda Item Details

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Addendum to the ProCare Therapy Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	51,888.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of contract.

### Public Content

Speaker: Erika Johnson, Director of Special Education

#### Rationale:

In order to meet the assessment as well as therapy needs of students' with Individualized Education Plans, the Pupil Personnel Services Department has found it necessary to hire a contracted .6 FTE virtual Speech Language Pathologist under a current board approved contract with ProCare Therapy to case manage and supervise speech/therapy sessions. This position is in lieu of a previously approved position that was never filled by a contracted employee with another contracted agency.

enter into an independent contract with Ms. Karen Horde as a part-time licensed and credentialed School Psychologist for the remainder of the 2022-2023 school year. Ms. Horde's services are at a rate of \$110.00 per hour for three days per week.

The contracted School Psychologist will be held to the same standard as district employees and will be provided necessary training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, participate Intervention Team Meetings, and other school psychologists responsibilities as necessary.

[Procure Therapy Addendum contract.pdf \(867 KB\)](#)

### Administrative Content

**recutive Content**

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## CLIENT SERVICES AGREEMENT

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and  
Rio School District whose principal location is  
1800 Solar Drive Oxnard Oxnard CA 93030 United States ("Client") enter into this non-exclusive  
Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with  
Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment  
Confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

ProCare will use its commercially reasonable efforts to provide Consultants for assignment with Client. ProCare will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultant s. If a Consultant is unable to complete the specified assignment, ProCare will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of ProCare and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. ProCare agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. ProCare does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, ProCare will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

ProCare, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D –VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

ProCare will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

### 5. Competency and Licensing.

ProCare will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. ProCare will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While ProCare will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, ProCare will make available to Client all appropriate Consultant records that ProCare may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. ProCare will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

**6. On-Site Responsibility.**

Client is responsible for providing all support, facilities, training, direction, materials, supplies, and means for the Consultant to complete the assignment. Client acknowledges that ProCare is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that ProCare is not responsible for the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

**7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, placement, or termination or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.

**8. Equal Opportunity.**

It is the policy of ProCare to provide equal opportunity to all Consultants for employment. ProCare and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

**9. Timekeeping and Invoicing.**

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of ProCare's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

ProCare will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify ProCare of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

**10. Payment Terms.**

Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

**11. Default Charges.**

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, ProCare reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

**12. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

**13. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify ProCare in writing within three (3) business days of alleged failure. Failure to notify ProCare before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant.

Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify ProCare of time sheet and work performed discrepancies.

**14. Incident and Error Tracking.**

Client will report to ProCare any performance issues, incidents, errors and other events related to the care and services provided by ProCare Consultants. ProCare will document reported incidents in Consultant's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

**15. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which ProCare's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to ProCare within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to ProCare concurrently with Client for the purpose of reporting such event to ProCare's workers compensation carrier. If ProCare's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both ProCare and ProCare's Consultant.

**16. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

**17. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by ProCare as a result of such cancellation.

**18. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

**19. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

**20. Unscheduled Facility Closure Policy.**

ProCare will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by ProCare. ProCare and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

**21. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate ProCare for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**22. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its ProCare representative, Client should escalate the issue to the appropriate ProCare manager by calling: 800-825-7133. Please ask for your account representative's manager.

**23. Indemnification.**

Each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

**24. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**25. Family Education Rights and Privacy Act.**

ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

**26. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any

such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify ProCare if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise ProCare of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to ProCare by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by ProCare. The Client and ProCare expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

#### 27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

#### 27. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

##### **ProCare Therapy**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
[ContractDepartment@procaretherapy.com](mailto:ContractDepartment@procaretherapy.com)

##### **To Client**

Attention:  
Address:  
  
Email:

##### **With a copy to:**

General Counsel  
[ContractNotices@procaretherapy.com](mailto:ContractNotices@procaretherapy.com)

##### **With a copy to:**

Attention:  
Address:  
  
Email:

#### 28. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

#### 29. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

#### 30. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

#### 31. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and



shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

***This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.***

Rio School District

**NEW DIRECTION SOLUTIONS, LLC dba  
PROCARE THERAPY**

Client Name

Client Representative Signature

Date

ProCare Representative Signature

Date

Print Name

Print Name

Title

Title

Wael Saleh 9/2/22

Wael Saleh

Assistant Superintendent





### CONTACT AND INFORMATION SUMMARY

#### CLIENT

School, District or Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name to Receive Invoice: \_\_\_\_\_

Invoice Email: \_\_\_\_\_

Invoice Email CC, if applicable: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

In an effort to increase efficiency for our Clients, Procare Therapy will email service invoices. Should you wish to opt out of this process, please check here

Invoice Follow-up Contact: Name: \_\_\_\_\_

same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Payment Inquiry Contact: Name: \_\_\_\_\_

same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

#### PROCARE THERAPY

**Correspondence Address**

*Correspondence, Contracts, Contract Addendums, Notices, etc.*

**5550 Peachtree Parkway, Suite 500**  
**Peachtree Corners, GA 30092**  
 Fax Number: **877-831-8511**

**Remittance Address**

*Only payments should be sent to this address*

**PO Box 934411**  
**Atlanta, GA 31193-4411**

**Account Representatives**

Name: Kelly Patterson

Email: Kelly.Patterson@procaretherapy.com

Telephone: 678-538-6733

**Billing Disputes, Purchase Orders, W-9 Requests**

Email: billing@procaretherapy.com

Fax: 877-831-8511



### ADDENDUM A Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy. Client will pay ProCare for hours worked by Consultant on the following terms:

#### Assignment Details

ProCare Consultant: Airin Lara

School District Name (Client): Rio School District

Start Date: 8/23/2022

End Date: 6/15/2023

*Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.*

Position: Speech Language Pathologist Assistant

Position Details: Assistant to school speech language pathologist

Bill Rate: 60

Minimum Hours: 37.5

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Miscellaneous: n/a

- a) Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.
- b) If ProCare Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.
- c) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare upon start date.
- d) All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID - 19 virus while on school site.
- e) Option of virtual services will be offered by ProCare in lieu of onsite services.
- f) All precautions will be taken by the Client to create a safe and healthy environment.

#### Rio School District

Client Name

*Wael Saleh*

Client Representative Signature\*

9/2/22

Date

Print Name

*Wael Saleh*

Title

*Assistant Superintendent of Business Services*

#### PROCARE THERAPY

DocuSigned by:

*Kelly Patterson*

8/2/2022

ProCare Therapy Representative Signature

Date

Kelly Patterson

Print Name

Senior Director Of Educational Resources

Title

\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

PID: \_\_\_

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

New Direction Solutions, LLC dba ProCare Therapy will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy for the hours worked by Telepractitioner under the following terms:

<b>Telepractitioner:</b>	Shaakira Blunt	
<b>Client:</b>	Rio School District	
<b>Assignment Start Date:</b>	02/20/2023	<b>Assignment End Date:</b> 06/16/2023
<b>Position:</b>	Tele - SLP	
<b>Hours per Week:</b>	35.0	
<b>Bill Rate per Hour</b>	\$105.00	<i>Bill Rate is all-inclusive<sup>(a)</sup></i>
<b>Technology Fee:</b>	\$0.00	

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:** N/A

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

By: Rio School District  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_



**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

By: Rio School District  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_



**Duties and Responsibilities**

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

By: Rio School District  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_





**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

By: Rio School District  
Print Name: \_\_\_  
Title: \_\_\_  
Date: \_\_\_



10.10





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Addendum to the Ventura County Sheriff's Office Contract to add additional part-time SRO services at Rio Plaza Elementary and Rio Real Elementary beginning March, 2023.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	14,291.68
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board of Education approve the addition of SRO services at Rio Plaza Elementary and Rio Real Elementary beginning March, 2023.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

The current contract with the City of Oxnard Police Department provides a SRO services at Rio Del Valle. The District would like to additional SRO services for Rio Plaza Elementary and Rio Real Elementary. The City will hand-pick four deputies to cover the additional SRO duties for these campuses. This will give the City the ability to cover these additional shifts given their staffing levels while simultaneously providing Rio Real Elementary and Rio Plaza Elementary a high level of consistency.

This agreement encompasses one deputy sheriff as a School Resource Officer for the 13-week period beginning March 5, 2023 and concluding June 15, 2023. This includes one 8-hour day per week split into 4-hour shifts between Rio Real and Rio Plaza schools. The days of the week a to alternate between Tuesdays and Thursdays.

The anticipated billing for the contracted services period of March 5, 2023, through June 15, 2023, will be \$14,291.68 (13 weeks @ one 8-hour day once per week split into 4-hour shifts between Rio Real and Rio Plaza schools \* 104 hrs. x \$137.42/hour). This figure is an estimate only and may vary when the actual associated costs are known. Also, this figure does not include any additional costs associated with summer school, special events, modifications of schedules, or unforeseen incidents where the SRO is requested to stay beyond normal working hours.

[Rio School District 22-23 addendum.pdf \(99 KB\)](#)

**Administrative Content**

**recutive 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.*

March 5, 2023

**Wael Saleh, Assistant Superintendent**  
**Rio School District**  
**1800 Solar Drive**  
**Oxnard, CA 93030**

**Re: Agreement for Police Services – Rio School District (Addendum)**

Dear Mr. Saleh:

The purpose of this letter is to outline the reimbursement to be paid by the Rio School District (the District) in accordance with the Sheriff's Office contract rates for a School Resource Officer (SRO) at Rio Plaza Elementary School and Rio Real Elementary School. This is an addendum to the original agreement for police services for the District, which is already in place. The original agreement, dated May 24, 2022, is scheduled to run from August 23, 2022, through June 16, 2023. Services covered under this letter will be in addition to services covered under the original agreement.

This agreement encompasses one deputy sheriff as a School Resource Officer for the 13-week period beginning **March 5, 2023** and concluding June 15, 2023. This includes one 8-hour day per week split into 4-hour shifts between Rio Real and Rio Plaza schools. The days of the week are to alternate between Tuesdays and Thursdays.

The anticipated billing for the contracted services period of March 5, 2023, through June 15, 2023, will be \$14,291.68 (13 weeks @ one 8-hour day once per week split into 4-hour shifts between Rio Real and Rio Plaza schools \* 104 hrs. x \$137.42/hour). This figure is an estimate only and may vary when the actual associated costs are known. Also, this figure does not include any additional costs associated with summer school, special events, modifications of schedules, or unforeseen incidents where the SRO is requested to stay beyond normal working hours.

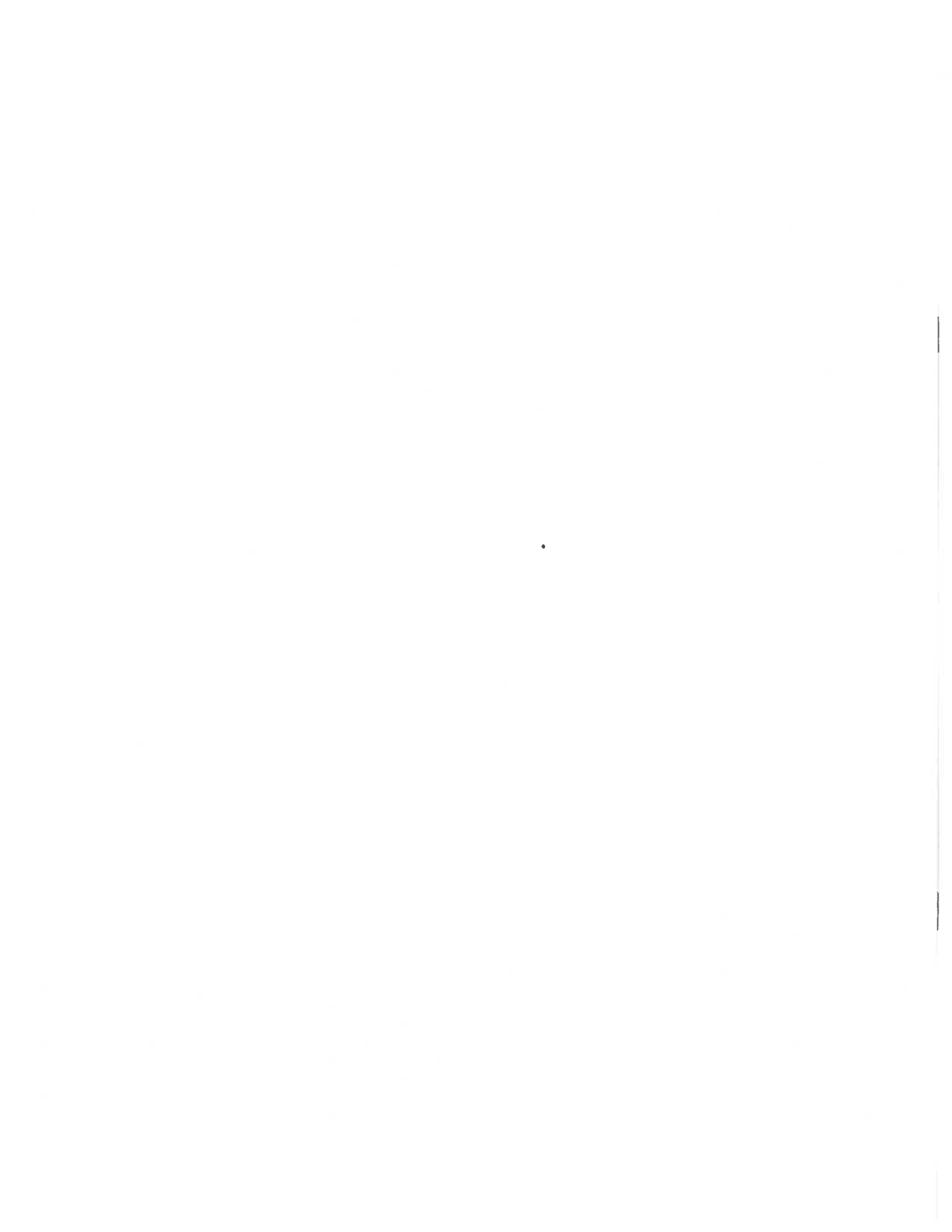
The contract is contingent upon the District agreeing to pay the fee listed above. The Ventura County Sheriff's Office will maintain control and responsibility for the deputy's duties and actions. By signing below, the District is agreeing to the terms and conditions outlined above.

---

Ron Chips                      Date  
Captain  
Ventura County Sheriff's Office

---

Wael Saleh    Date  
Assistant Superintendent  
Rio School District





10.11





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval to release an RFP for the Emergency Management System Upgrade
Access	Public
Type	Action (Consent)
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Safety
Recommended Action	Staff recommends releasing an RFP to upgrade the District's Emergency Management System.

**Public Content**

Speaker: Jarkko Myllari

Rationale: To improve emergency responses and to upgrade campus safety, Technology Services is proposing to request proposals (RFP) for an Emergency Management System (EMS) upgrade. For the purposes of the RFP, the RSD Technology Services has divided the system upgrade into four main components with four corresponding project scopes as follows: (A) Campus intercom, overhead PA, and bells, (B) VOIP phone system, (C) Campus clocks, and (D) Visitor management system. An accepted proposal can target any or any combination of A, B, C and/or C.

[Rio ESD EMS Upgrade RFP.pdf \(168 KB\)](#)

**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.*

# **Request for Proposals for Emergency Management System Upgrade**

<b>Request for Proposals for Emergency Management System Upgrade</b>	<b>1</b>
Introduction	2
Proposal submittal requirements	3
Dates and deadlines: Pre-Bid meeting, RFI and Submission	4
Evaluation criteria and Award Process	5
Scope	7
A - Campus intercom, overhead PA, bells	8
B - VOIP phone system	10
C - Campus clock system	11
D - Visitor management system	12
Signature Page	13
Appendices	15
1. Proposal submittal sheet	15
2. Campus maps	15
3. Current system descriptions	15
4. RFI - requests and District responses	15

**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



**Rio School District**  
1800 Solar Drive  
Oxnard, CA 93030  
Telephone (805) 485-3111

## Introduction

Rio Elementary School District (RSD) is requesting proposals (RFP) for an Emergency Management System (EMS) upgrade.

For the purposes of the RFP, the RSD Technology Services has divided the system upgrade into four main components with four corresponding project scopes as follows:

- (A) Campus intercom, overhead PA, and bells;
- (B) VOIP phone system;
- (C) Campus clock system: and
- (D) Visitor management system.

With clearly planned and fully described integrations, an accepted proposal can target any combination of A, B, C and/or C.

### Information:

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)

## Proposal submittal requirements

While the proposal can be any single or any combination of the scopes A, B, C and/or D, in order to be included in the evaluation, it must meet the following requirements.

### Overview and description of work

The proposer needs to use the proposal submittal sheet (Appendix 1) and return it with the proposal to indicate clearly which components, i.e. scopes A, B, C and/or D, of the system are targeted by the proposal. The proposer also needs to clearly indicate which deviations from the scope or additions to the scope are included or implied in the proposal. The parties responsible for all aspects of work as well as equipment delivery and handling must be identified.

### Costs

The proposer needs to list

- total costs for each of the covered scopes and a cost breakdown for
  - equipment
  - software
  - installation
  - services
  - subscriptions
  - deployment (go live) and staff training
- the total, combined proposal cost as a separate line item for the first year
- maintenance and support service costs for any and all proposed scopes (must be indicated if deemed not applicable)
- multiyear total costs for 1, 3, and 5 year options for any and all services and/or subscriptions included

### Integrations

Information:

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



**Rio School District**  
1800 Solar Drive  
Oxnard, CA 93030  
Telephone (805) 485-3111

The proposer needs to list immediate and future integration options to different District systems in and outside the scope (SIP, VOIP, Surveillance cameras, Intrusion alerts, etc.)

**Project timeline**

The proposer needs to include a proposal for a project timeline that's as detailed as possible which includes, but is not limited to all deliverables and milestones as well as part and system component availability and delivery time estimates. The proposer also needs to include a time-tracking report and a progress report

**Terms and conditions**

The proposer also needs to include the proposed contract including payment terms, warranties and performance guarantees.

**Dates and deadlines: Pre-Bid meeting, RFI and Submission**

Pre bid video conference:	11:00 AM PST, March 3, 2023 - LINK
Request for information (RFI) deadline:	5:00 PM PST, March 4, 2023
Submission deadline:	5:00 PM PST, March 6, 2023

In order to be included in the evaluation, the RFI's and proposals need to be emailed by the corresponding deadlines to

Jarkko Myllari, Director of Technology at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)  
Antony Lyons, Network Systems Administrator at [alyons@rioschools.org](mailto:alyons@rioschools.org)

**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)  
Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



## Evaluation criteria and Award Process

The proposals will be evaluated against the evaluation matrix below. The selected vendor will be presented to the Board of Trustees at the earliest in the April 19, 2023 general board meeting, and informed of the Board decision on April 20. However, regardless of the outcomes of the bid evaluation, the District can use their discretion to reschedule, postpone and/or cancel any or all of the EMS upgrade components.

The evaluation criteria below is included to ensure a fair and objective evaluation process. The weighting of each criterion varies depending on the specific needs and priorities of RSD as well as the other proposed solutions under the four EMS components.

Criteria	Definition	Weight
Bidder Competence	Bidder's technical expertise, experience, and qualifications	
Functional Requirements	Bidder's ability to meet the mandatory and optional functional requirements outlined in the RFP section "Scope".	
Implementation Plan	An implementation plan, including but not limited to project design and overview, timeline, resources, and risk mitigation strategies.	
Use and user Experience	The proposed system's usability and accessibility.	
Integrations	The proposed system's ability to integrate with other EMS components and existing systems (surveillance cameras, access control) in order to contribute to a comprehensive EMS solution.	
Scalability and maintainability	The proposed system's ability to adjust to the changing needs of the District in terms of both number of users and solution features as well as to streamline equipment maintenance, replacement and upgrade.	
Security	The proposed systems and services' security measures against unauthorized access and other risks.	
Cost	cost proposal, including hardware, software, licensing, and installation costs, as well as ongoing maintenance and support costs.	
Support and Maintenance	The proposed support and maintenance services, including response time, availability, and quality of support.	

**Information:**

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Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



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<b>Bidder Reputation</b>	Bidder's reputation; references from other customers, industry awards, and recognition for quality and innovation. Each bidder must provide a minimum of 4 references the District can call for verification.	
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**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



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## **Scope**

**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)

## **A - Campus intercom, overhead PA, bells**

### **Mandatory functional requirements**

- A centralized management system to control and coordinate all intercom, PA, and bell functions through a web-based interface.
- The ability to define and manage zones of the campus to allow paging or broadcasting to specific zones or to all zones.
- An intercom system for communication between site office and rooms as well as for emergency announcements.
- An overhead PA system for broadcasting announcements and messages to students, staff, and visitors.
- A scheduling system for the automatic ringing of bells and playing of music for the start and end of classes, lunch periods, and other events.
- A dedicated emergency notification system to broadcast notifications in case of emergencies..
- High reliability and redundancy to ensure minimum downtime.
- Easy installation and integration into existing infrastructure, with minimal disruption to campus operations.

### **Optional functional requirements**

- Multi-platform panic button for immediate notifications in case of emergencies.
- “Silent signaling” - classroom ITVs and other campus displays, speaker displays or leds, etc. used to send out notification and/or alerts
- Integration with existing security systems, such as video surveillance and access control, for a comprehensive security solution.

### **Scope dimensions, option A1**

- 280 classroom speaker-microphones
- 60 outdoor speakers ([site layouts](#))
- 20 non-classroom indoor workspaces

### **Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



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- 8 school campuses
- 12 site admin locations
- All wiring and other low voltage components

Scope dimensions, option A2

- 280 classroom speaker-microphones
- 20 non-classroom indoor workspaces
- 8 school campuses
- 12 site admin locations
- Provide or replace all wiring and other low voltage components, not including the outdoor speakers and their wiring

Information:

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)

## **B - VOIP phone system**

### **Mandatory functional requirements**

- Cloud and role based management system
- Custom alerts: any event can trigger an alert to go out to selected users (example: txt and/or email alert to select users when a device has been disconnected for more than 20 minutes)
- Softphone option for all computer and mobile operating systems
- Voicemail with transcribing and email forwarding of audio and transcript files.
- Managing and routing calls within the organization, including call forwarding, voicemail, and call conferencing.
- High-quality voice transmission, with low latency and jitter, to ensure clear and reliable communication.
- The ability to easily add or remove users and extend the system.
- Auto attendant features: an automated answering system to handle incoming calls and route them to the appropriate extension or department.
- Call forwarding, transfer, waiting, and blocking.
- Adequate security measures.

### **Optional functional requirements**

- The ability to record calls for quality control, training, and legal compliance purposes.
- Integration with other communication and business systems, such as email, calendars, and customer relationship management (CRM) software.

### **Scope dimensions**

- 12 main lines for the District sites
- Total of 520 extensions
- 300 "slim phones"
- 200 16-key phones

### **Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)

## **C - Campus clock system**

### **Mandatory functional requirements**

- **Centralized timekeeping and management:** Provides accurate and consistent time throughout the entire campus, synchronized across all clocks. Connects all clocks to a central network for easy management and control to allow remotely set, adjust, and maintain the time and display settings for all clocks.
- Backup power options, such as batteries or backup generators, to ensure continuous operation during power outages.
- Easy installation and replacement, with minimal disruption to campus operations.

### **Optional functional requirements**

- integrations with other campus systems, such as PA, fire alarms, and building management systems.
- Remote scheduling and programming of specific display modes, such as alerts, and message displays, for specific events or times.

### **Scope dimensions**

- 300 clocks in classrooms and other locations at 12 District sites

#### **Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)

## **D - Visitor management system**

A uniform visitor management system across all 9 school sites and the District Office.

### **Mandatory functional requirements**

- **Identity verification:** Verifies the identity of the visitor through government-issued IDs, passport scanning, or other means.
- **Badging and printing:** Issues temporary badges with photos and relevant information, and provides a printable record of the visitor's check-in.
- **Reporting and analytics:** Generates reports and provides data on visitor activity, trends, and demographics for security and management purposes.
- **Mobile compatibility:** Offers a mobile-friendly interface for easy access and check-in using a smartphone or tablet.
- **Pre-registration:** Allows visitors to register in advance, reducing wait times and streamlining the check-in process.

### **Optional functional requirements**

- **Integration with security systems:** Integrates with existing security systems, such as access control and video surveillance, for a comprehensive security solution.
- **Access control:** Controls who can enter the facility and which areas they can access, based on the visitor's purpose and clearance level.
- **Host notifications:** Notifies hosts when their visitors arrive and provides them with information about the visitor's identity and purpose.

### **Scope dimensions**

- 9 school offices, 1 District Office

### **Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)





**Rio School District**  
1800 Solar Drive  
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## Signature Page

Authorized representatives of the school district and the proposer, confirming the District's and Proposer's agreement to the terms and conditions of the RFP.

Rio ESD EMS upgrade design, delivery and implementation of Scope A, B, C, D (mark/circle all A, B, , and/or D that apply) as well as the corresponding services and subscriptions.

### Contracting parties

Rio ESD

Company: \_\_\_\_\_

Authorized signer, Rio ESD

Authorized signer, Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

Governing Law: \_\_\_\_\_

### Information:

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



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1800 Solar Drive  
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**Amendment and Termination: TBA (Provisions for amendment and termination of the contract, including the circumstances under which either party may terminate the contract and the consequences of termination.)**

**Dispute Resolution: TBA**

**Notices:**

Rio ESD: email notices to [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org) reference to "Rio ESD EMS solution, notices".

**Company:** \_\_\_\_\_

**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



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## Appendices

**1. Proposal submittal sheet**

- Proposer fills out and submits the online form as part of the proposal (LINK)

**2. Campus maps**

- classroom layout
- outdoor speaker locations

**3. Current system descriptions**

- Outdoor speakers

**4. RFI - requests and District responses**

- Online RFI document LINK

**Information:**

Jarkko Myllari, Director of Technology - [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Antony Lyons, Network Systems Administrator - [alyons@rioschools.org](mailto:alyons@rioschools.org)



10.12





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Resolution No. 22/23-18 for the issuance of a Notice of Completion for Hughes General Engineering, Inc., Project 22-10L Rio Del Sol STEAM School Playground Structures.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve Resolution 22/23-18 for the issuance of a Notice of Completion for Hughes General Engineering, Inc., Project 22-10L Rio Del Sol STEAM School Playground Structures.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Project #22-10L for the playground structures at Rio Del Sol STEAM School was completed by Hughes General Engineering, Inc. on February 21, 2023 and it is now time to file the Notice of Completion. All contract installation requirements have been satisfied by Hughes General Engineering, Inc. and verified by Balfour Beatty.

[Resolution No. 22-23-18 RDS Play Structures.pdf \(105 KB\)](#)

[RDS NOC from Balfour Beatty.pdf \(207 KB\)](#)

**Administrative Content**

**Executive Content**

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





**RIO SCHOOL DISTRICT**  
**RESOLUTION NO. 22/23-18**

**NOTICE OF COMPLETION OF PROJECT #22-10L FOR THE**  
**RIO DEL SOL PLAYGROUND STRUCTURES**

**WHEREAS**, pursuant to RSD Project No.22-10L, the Rio School District (“District”) contracted with Hughes General Engineering, Inc. for services related to the Rio Del Sol STEAM school playground structures; and

**WHEREAS**, Contractor subsequently commenced the work on Project No.22-10L; and

**WHEREAS**, on February 21, 2023, the project construction manager confirmed that the work for Project No. 22-10L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

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

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 22-10L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

**PASSED AND ADOPTED** by the Board of Education at a regular meeting held on the 15th day of March, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

President of the Board of Trustees



# Balfour Beatty Construction

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

February 21, 2023

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

Re: Project #22-10L Rio Del Sol STEAM School Playground Structures  
Recommendation to Request Board approval for issuance of Notice of Completion  
For Hughes General Engineering, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board Approval for issuance of the Notice of Completion for work related to RSD Project #22-10L Rio Del Sol STEAM School Playground Structures. All contract installation requirements have been satisfied by Hughes General Engineering, Inc. for Bid #22-10L.

The final contract amount is as follows.

Hughes General Engineering, Inc. Base Agreement	\$ 566,520.00
Hughes General Engineering, Inc. Total Change Order Amount	\$ 2,714.98
<b>FINAL Contract Cost</b>	<b>\$ 569,234.00</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



10.13





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of Notice of Award to Taft Electric Company for the Rio Del Valle Switchgear Electrical Upgrade, Project #23-01L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	645,700.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Notice of Award to Taft Electric Company for the Rio Del Valle Switchgear Electrical Upgrade, Project #23-01L.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District received bids for Project #23-01L for the Rio Del Valle Middle School HVAC Electrical Upgrade. The following companies submitted bids in the order listed.

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>Total Bid</b>
TAFT Electrical Company	\$645,700.00	\$645,700.00 (Lowest Bid)
Waisman Construction	\$687,000.00	\$687,000.00

Lowest bidder is TAFT Electrical Company and TAFT should be awarded Project #23-01L.

[Notice of Award.pdf \(3,456 KB\)](#)

**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.*



February 23, 2023

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93036  
Attn; Dr. John Puglisi, Superintendent

Subject: Request for Board Approval to Award Project at Rio Del Valle Middle School

Re: RSD Project #23-01L Rio Del Valle Switchgear Electrical Upgrade, Oxnard, Ca.  
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #23-01L Rio Del Valle Switchgear Electrical Upgrade, Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by December 30, 2023.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>Taft Electric Company</i>	\$645,700.00	n/a	\$645,700.00
Waisman Construction	\$687,000.00	n/a	\$687,000.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its March 15, 2023 board meeting, proceed with issuing a Notice of Award to **Taft Electric Company**.

Should you have any questions or require any additional information, please contact me at any time.

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.



1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ [www.rioschools.org](http://www.rioschools.org)

March 16, 2023

Via E-Mail  
mtovias@taftelectric.com

Mark Tovias, Service Department Manager  
Taft Electric Company  
1694 Eastman Ave  
Ventura, Ca. 93003

Confirmation via U.S. Postal Service

SUBJECT: NOTICE OF AWARD: PROJECT #23-01L RIO DEL VALLE SWITCHGEAR ELECTRICAL UPGRADE (RIO SCHOOL DISTRICT)

Dear Mr. Tovias,

At its meeting on March 15, 2023, the Rio School District Board of Education awarded the subject bid to your company as lowest responsive and responsible bidder for this project.

Please find enclosed an electronic copy of the agreement for the subject project, as well an electronic copy of the forms for the required Performance Bond & Payment Bond, Certificate of Workers' Compensation Insurance, Drug-Free Workplace Certification, Certificate Regarding Alcoholic Beverage, Tobacco-Free Campus and Contractors Certification Regarding Background Checks.

Please execute all of the enclosed forms and return two (2) original copies to my attention along with the required Certificate of Insurance with Endorsement naming both the District and its construction manager, Balfour Beatty Construction, as additional insured. Upon receipt of these documents a fully executed copy of the agreement will be returned to you for your files.

I look forward to working with you on 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, MBA, CPA  
Assistant Superintendent  
Of Business Services

Cc: K. Henderson, Balfour Beatty Construction

**SECTION 00400**

**AGREEMENT FOR CONSTRUCTION SERVICES**

**THIS AGREEMENT FOR CONSTRUCTION SERVICES** (this "Agreement") is made this **16th day of MARCH 2023**, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **TAFT ELECTRIC COMPANY**, hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

**WITNESSETH**, that in consideration of the mutual covenants contained herein the Parties agree as follows:

**1. The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as

**Rio Del Valle Middle School Switchgear Electrical Upgrade Project # 23-01L**

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Section 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

**2. Contract Time.** The Contractor shall commence performance of the Work (as defined in the Contract Documents) on the date stated in the District's Notice to Proceed. The Contractor shall achieve Final Completion of each Phase of the Work in accordance with the Supplemental Conditions, Section 00800. The Contractor expressly understands and acknowledges that time is of the essence for this Agreement.

**3. Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **SIX HUNDRED, FORTY FIVE THOUSAND, SEVEN HUNDRED DOLLARS (\$645,700.00)**. The Contract Price is based upon the Contractor's Base Bid. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**4. Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Final Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents and the terms specifically listed in the Supplemental Conditions, Section 00800 Supplemental Conditions.

**5. Hold Harmless Agreement.** The Contractor shall defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents and independent

contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission or breach connected with or arising from the progress of work or performance of service under this Agreement, the Contract, or the Contract Documents. As part of this indemnity, the Contractor shall protect and defend, at its own expense, the District, the State of California and their officers, employees, agents and independent contractors from any legal action, including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, the Contractor agrees to and does hereby defend, indemnify and hold harmless the District, the State of California and their officers, employees, agents and independent contractors from every claim or demand made and every liability, loss, damage, expense or attorney's fees of any nature whatsoever which may be incurred by reason of:

(a) Liability for (i) death or bodily injury to persons; (ii) damage or injury to, loss (including theft) or loss of use of any property; (iii) any failure or alleged failure to comply with any provision of law or the Contract; or (iv) any other loss, damage or expense sustained by any person, firm or corporation or in connection with the work called for in this Agreement, the Contract or the Contract Documents, except for liability resulting from the sole or active negligence or the willful misconduct of the District.;

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the Work covered by this Agreement, the Contract or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District; and

(c) Any dispute between the Contractor and the Contractor's subcontractors/suppliers/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

The Contractor, at its own expense, cost and risk, shall defend any and all claims, actions, suits or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage or injury identified in this Section 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceeding as a result thereof.

**6. Examination and Audit.** Pursuant to California Government Code Section 8546.7, the

Parties shall be subject to an examination and audit by the California State Auditor General for a period of three (3) years after final payment of the contract limited to those matters connected with the performance of the contract.

**7. Provisions Required by Law.** Each and every provision of law and clause required to be inserted in this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

**8. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

<b>Section</b>	<b>Description</b>
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form <b>(Submit with Bid)</b>
00215	Designation of Subcontractors <b>(Submit with Bid)</b>
00218	Contractors Registration Certification (DIR) <b>(Submit with Bid)</b>
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit <b>(Submit with Bid)</b>
00222	Certification of Prevailing Wage <b>(Submit with Bid)</b>
00230	Contractor's Statement of Experience <b>(Submit with Bid)</b>
00240	Acknowledgement of Bidding Practices Regarding Indemnity <b>(Submit with Bid)</b>
00250	DVBE Requirements and Forms
00300	Bid Bond <b>(Submit with Bid)</b>
00400	Agreement for Construction Services
00405	Labor and Material Payment Bond
00410	Performance Bond
00415	Certificate of Workers' Compensation
00417	Drug-Free Workplace Certification
00418	Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus
00419	Contractor Certification Regarding Background Checks
00420	Guarantee Form
00430	Substitution Form
00440	Conditional Waiver and Release upon Progress Payment
00442	Unconditional Waiver and Release upon Progress Payment
00447	Conditional Waiver and Release upon Final Payment
00450	Unconditional Waiver and Release upon Final Payment
00460	Escrow Agreement for Security Deposits in Lieu of Retention
00700	General Conditions
00750	Site Safety and Health Program
00800	Supplemental Conditions
00810	Insurance Requirements
00811	Insurance Documents and Endorsements
00900	Scope of Work

**SCHEDULE OF DRAWINGS**

**GENERAL**

1. G-001 TITLE SHEET

**ARCHITECTURAL**

2. A-101 SITE PLAN

**ELECTRICAL**

3. E-100 GENERAL NOTES, ABBREVIATIONS, & SYMBOLS, ETC.
4. E-101 GENERAL ELECTRICAL SPECIFICATIONS
5. E-200 SITE POWER PLAN
6. E-201 ELECTRICAL SINGLE LINE DIAGRAM
7. E-202 NEW SERVICE RATED ENTRANCE NEMA 3R SWITCHBOARD "MSA"
8. E-300 ELECTRICAL DETAILS
9. E-400 T24 DOCUMENTATION
10. SCE REFERENCE SCE DRAWINGS



## SPECIFICATIONS

### Division 1 – General Requirements

01 1000	Summary
01 2300	Alternates
01 2500	Substitution Procedures
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3200	Construction Progress Documentation
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 4200	References
01 5000	Temporary Facilities and Controls
01 6000	Product Requirements
01 7300	Execution
01 7700	Closeout Procedures
01 7823	Operation and Maintenance Data
01 7839	Project Record Documents
01 7900	Demonstration and Training

### Division 2 – Existing Conditions

02 1000	Selective Demolition
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### Division 3 – Concrete

03 3000	Miscellaneous Cast-In-Place Concrete
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### Divisions 4 – 25

Not Used

### Division 26 – Electrical

26 0000	General Electrical Provisions
26 0030	Tests and Identification
26 0050	Basic Electrical Materials and Methods
26 0051	Common Work Results for Electrical
26 0060	Minor Electrical Demolition for Remodeling
26 0070	Hangers and Supports for Electrical Systems
26 0111	Conduits
26 0118	Duct Bank
26 0120	Conductors

Division 26 – Electrical (continued)

26 0130	Electrical Boxes
26 0142	Nameplates and Warning Signs
26 0190	Support Devices
26 2300	Low-Voltage Switchgear

Divisions 27 – 30

Not Used

Division 31 – Earthwork

Not Used

Division 32 – Site Improvements

Not Used

Division 33 – Utilities

Not Used

END OF TABLE OF CONTENTS

**9. Prevailing Wages.** Wage rates for the Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Contract and the Contractor stipulates to the provisions contained therein:

- (a) Labor Code Sections 1720, *et seq.*;
- (b) California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3 and 4 (Sections 16000, *et seq.*); and
- (c) The District's Labor Compliance Program.

**10. Contractor's License; Department of Industrial Relations Registration.** The Contractor must possess throughout the Project a (C10) ELECTRICAL Contractors license issued by the State of California, which must be current and in good standing. Contractor shall only employ subcontractors who possess the requisite licenses, which must be current and in good standing.

Contractor must also maintain current and valid registration with the Department of Industrial Relations throughout the duration of the Contract. Contractor shall only employ subcontractors who have current, valid registration with the Department of Industrial Relations

**11. Governing Law; Venue.** This Contract and the Contract Documents shall be construed in accordance with the laws of the State of California. Venue for any legal action or proceeding relating to this Agreement shall lie exclusively in any state court sitting in the County of Ventura.

**12. Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

**13. Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

**14. Severability.** If any term or provision of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

**15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by fax or email provided that original executed counterparts are delivered to the recipient on the next business day following the fax or email transmission.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the date set forth above.

**DISTRICT**

**CONTRACTOR**

RIO SCHOOL DISTRICT

TAFT ELECTRIC COMPANY

1800 Solar, 3<sup>rd</sup> Floor

1694 EASTMAN AVE

Oxnard, Ca 93036

VENTURA, CA. 93003

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

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

Wael Saleh  
Assistant Superintendent  
of Business Services

Name: Carol Smith  
Title: Controller

(CORPORATE SEAL)

END OF SECTION

**Construction**

RSD Project #23-01L Rio Del Valle Switchgear Electrical Upgrade

Measure 'L' Bond

**BID OPENING SHEET**

Date: 2/23/2023 10:00AM

Contractor	Total Base Bid / Addendum Acknowledged	Bid Form	Des of Subs	DIR Reg	Non Collusion	Cert Prev Wage	Con State Exp	Ack Bid Practice	Bid Bond
W/PI Smith Construction	\$687,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
TRK ELECTRIC	\$645,700.00%	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

*[Handwritten signature and notes]*  
 FEB 23 / 23  
 10:12 AM



10.14







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of the Proposal from A4E for the Architectural/Engineering Services for the District-Wide Safety and Security Fencing Projects, #A-2215-01
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,100,000.00
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	It is recommended that the proposal for the Security Fencing Project, District Wide, be approved.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

Rio School District Board and Administration established a safety committee to assess the safety needs to improve Rio's facility against active shooting incidents. The committee attended multiple workshops in this regard and engaged Architects for Education (A4E) to assess the facilities and report back to the board.

As a result of this assessment, A4E reported to the board during the February board meeting the results including multiple areas of improvement; Fencing is one of them.

This attached proposal from A4E is to start the design for the fencing projects at 5 of our campuses that was recommended for major improvement.

[A4E prop.pdf \(2,813 KB\)](#)

**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.*





RACHEL ADAMS, AIA, LEED AP  
OLIVIA GRAF DOYLE

February 27, 2023

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

Re: Fee Proposal for Architectural/ Engineering Services  
Rio SD District-Wide Safety & Security Fencing Projects  
Project # A-2215-01

Wael,

On behalf of Architecture for Education (A4E), thank you for engaging us to continue our partnership with the Rio School District. We understand the district is anxious to begin some Quick Start fencing projects at 5 campuses. We propose the following scope of services, schedules, and fees:

**Rio SD Fencing Projects @ Rio Plaza, Rio Real, Rio Del Norte, Rio Del Valle, and Rio Lindo Scope of Services:**

1. New fencing with Scrim as identified in the A4E/Balfour Beatty scope and cost diagram attached to match district standards. **Project Budget \$2,100,000**
2. A4E will coordinate with Rio SD and Balfour Beatty for the fencing, scrim, and hardware specification requirements.
3. A4E will develop (1) demo and (1) new site plan for the new fencing scope, including ADA compliance, with typical and site-specific fencing details for installation. We anticipate minor upgrades for ADA if required.
4. A4E will coordinate DSA review and approval.
  1. Per DSA IR A-22 Fencing with Scrim under 8' are exempt from DSA structural and fls review but require Access review. If RSD wishes to use A# for future projects, then full review is required.
  2. (5) separate DSA submittals, reviews, approvals, and certifications are required. They no longer accept grouped campuses of similar scope projects.
5. A4E will assist with Bidding by attending (1) job walk per campus and responding to pre-bid RFI's
6. A4E will assist with 10 weeks of Construction Administration per campus as follows:
  1. Attending up to (2) site visits for observation and up to (4) virtual CA meetings for each campus.
  2. Reviewing submittals and responding to contractor RFI's
  3. Reviewing and responding to change order proposals
  4. Reviewing payment applications
  5. Coordinating with Project Inspector and Balfour Beatty and assist with DSA requirements.
7. A4E will assist with Closeout and Certification as follows:
  1. Attending (1) punch walk per campus and (1) final walk to verify completion.
  2. Reviewing asbuilts for completion
  3. Submitting final paperwork for DSA certification

- 8. All Engineering is excluded, available upon request as an additional service.
- 9. Any learning wall integration is excluded, available upon request as an additional service.

**Rio SD Fencing Schedule\***

1. Site Investigation and As-built Verification	March 15 <sup>th</sup> – March 31 <sup>st</sup>
2. Construction Documentation	April 3 <sup>rd</sup> – May 26 <sup>th</sup>
3. DSA Review & Approval	June 5 <sup>th</sup> - July 28 <sup>th</sup>
4. Bidding**	July 31 <sup>st</sup> – Oct 6 <sup>th</sup>
5. Construction, simultaneous all campuses**	Oct 13 <sup>th</sup> – Dec 31 <sup>st</sup>

\* Expedited start dates can be coordinated with BBC if overlapping Bidding and DSA approval is feasible for the district.

\*\* Phased Bidding and Construction would extend project schedule.

**Rio SD (5) Campus Fencing Fee Proposal**

We propose a **Lump Sum Fee of \$125,000 (One Hundred Twenty-Five Thousand Dollars)** to complete the fencing projects for all five campuses. Fee includes Architectural Design only; consultant (Cost, Landscape, Structural, MEP) Services are excluded at this time.

**Rio SD (2) Campus Fencing Fee Proposal @ Rio Real and Rio Plaza**

For completing fencing projects at these two campuses, we propose a **Lump Sum Fee of \$51,000 (Fifty-One Thousand Dollars)**. **With our familiarity on these two campuses, we propose a Reduced Fee of \$45,000 (Forty Five Thousand Dollars)**. Fee includes Architectural Design only; consultant (Cost, Landscape, Structural, MEP) Services are excluded at this time.

Thank you again for the opportunity, if you have any questions, please contact us at any time.

Sincerely,



Rachel Adams, MA, LEED AP  
Managing Principal/Partner  
A4E



Olivia Graf Doyle  
Design Principal/Partner  
A4E

Wael Saleh      Date  
Assistant Sup of Business  
Rio School District

# RIO PLAZA ELEMENTARY SCHOOL

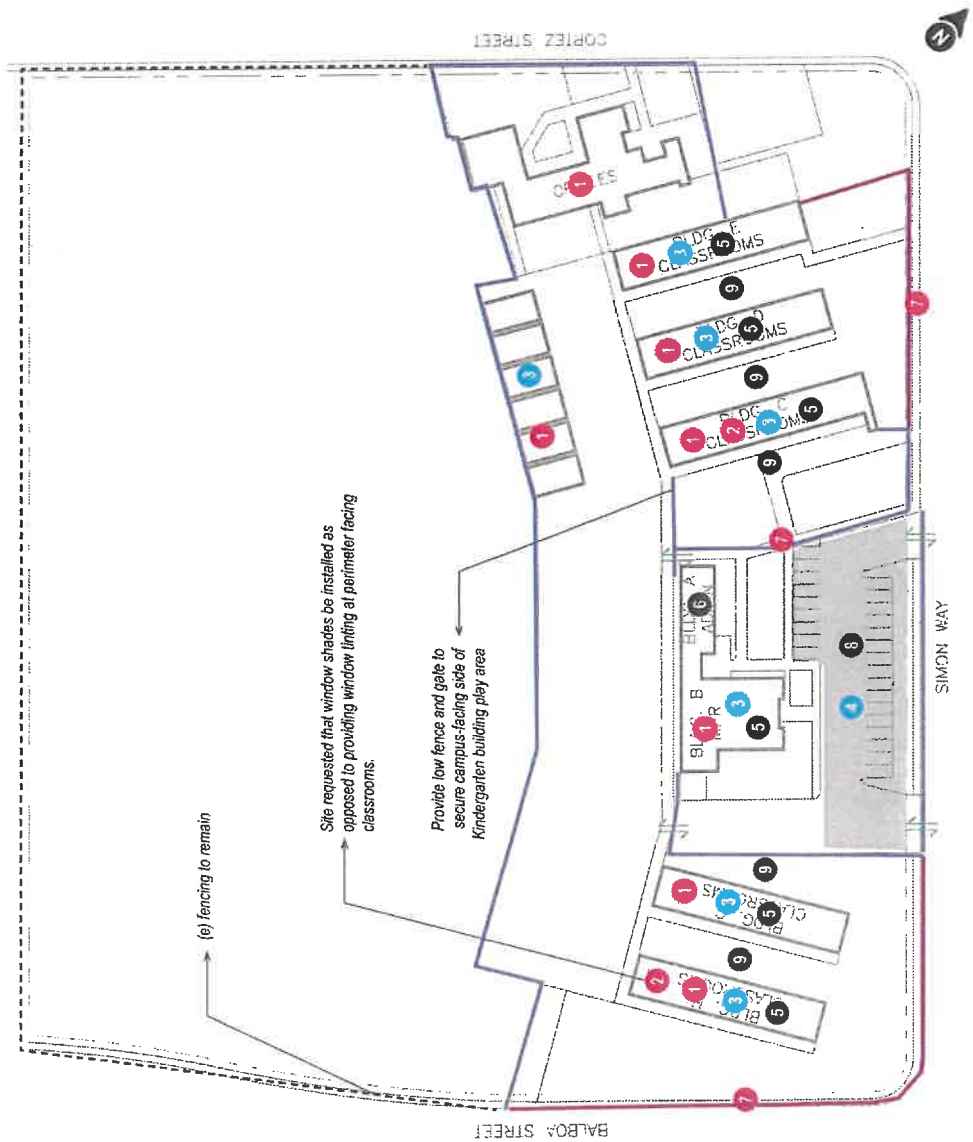
**CAMPUS PLAN LEGEND**



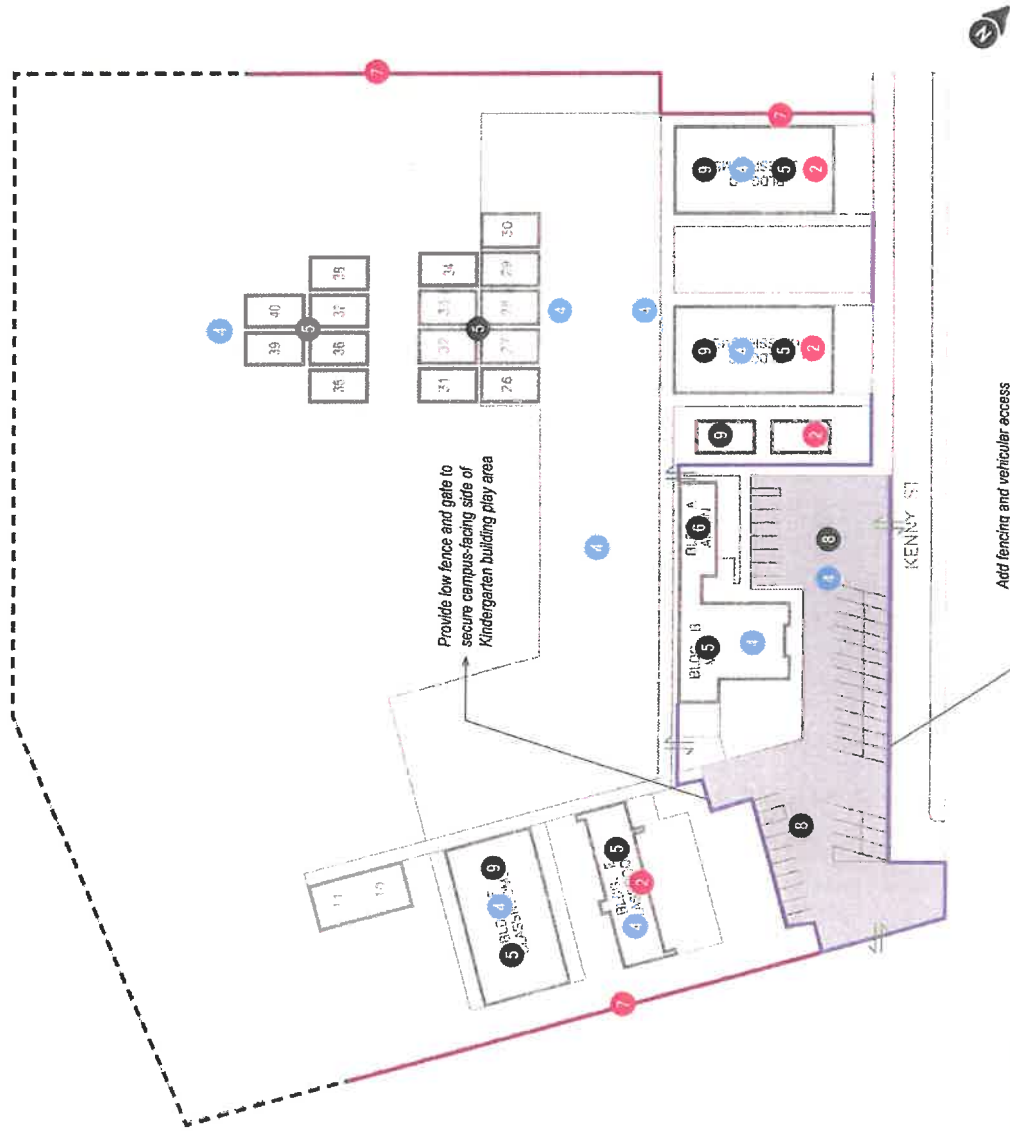
- Existing Fencing
- Proposed New Anti-Climb Fencing + Gates
- Proposed Scrim Over Existing Fencing + Learning Walls
- Proposed Gated/Secure Main Access Points

*School site drop-off and pick-up area to be coordinated with proposal for new fencing*

- 1 Provide new door locking mechanisms
- 2 Provide window tinting or shades at rooms facing school perimeter fencing
- 3 Revise indoor/outdoor room numbering signage
- 4 Provide additional security camera infrastructure
- 5 Provide single system for VOIP phones, clocks, intercom, overhead paging, bells via phone or GUI, and visitor management system. Provide a multi-platform panic button.
- 6 Renovation of administration building (includes items 1-5)
- 7 Provide additional security camera infrastructure
- 8 Provide lighting infrastructure for parking lot.
- 9 Update lighting in hallways and transition areas.



# RIO REAL K-8 SCHOOL



## CAMPUS PLAN LEGEND



### Existing Fencing

- Existing Fencing
- Proposed New Anti-Climb Fencing + Gates
- Proposed Scrim Over Existing Fencing + Learning Walls
- Proposed Gate/Secure Main Access Points

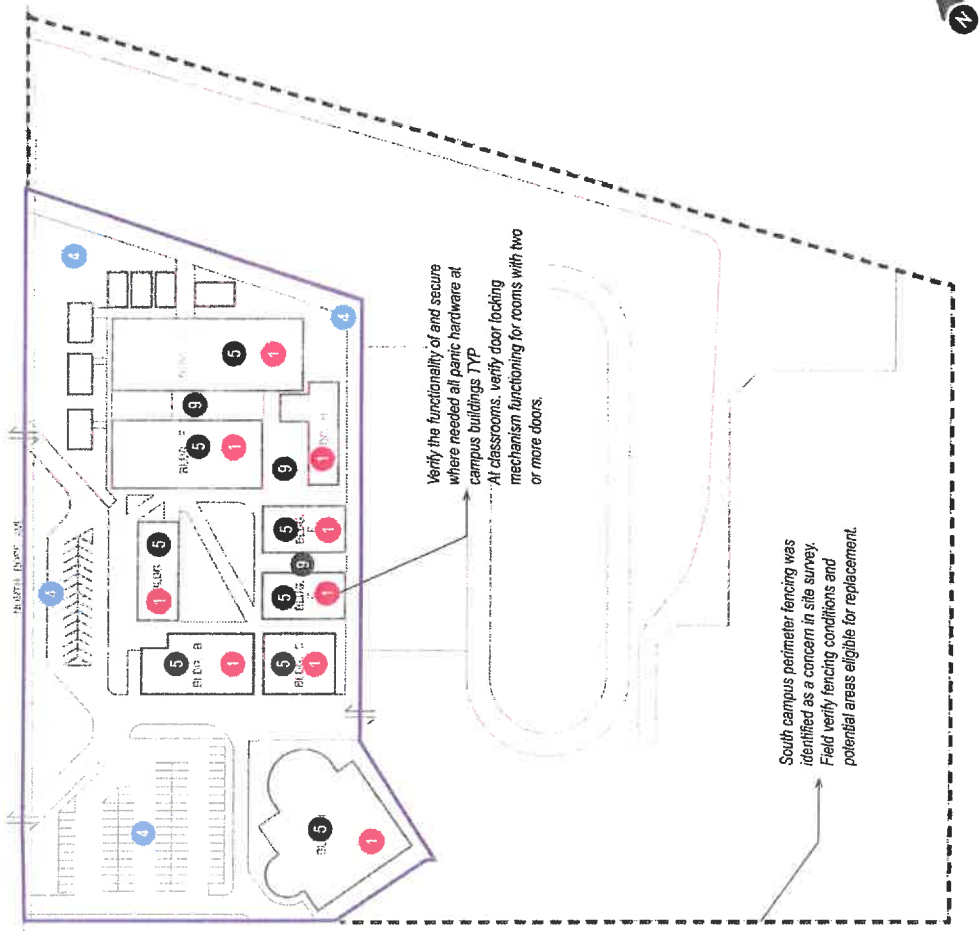
School site drop-off and pick-up area to be coordinated with proposal for new fencing

- 1** Provide new door locking mechanisms
- 2** Provide window lining or shades at rooms facing school perimeter fencing
- 3** Revise indoor/outdoor room numbering signage
- 4** Provide additional security camera infrastructure
- 5** Provide single system for VOIP phones, clocks, intercom, overheads/paging, bells via phone or GUI, and visitor management system. Provide a multi-platform panic button.
- 6** Renovation of administration building (includes items 1-5)
- 7** Provide landscaping to enhance visibility into outdoor amenity areas of campus
- 8** Provide lighting infrastructure for parking lot
- 9** Update lighting in hallways and transition areas.





# RIO DEL VALLE MIDDLE SCHOOL



## CAMPUS PLAN LEGEND



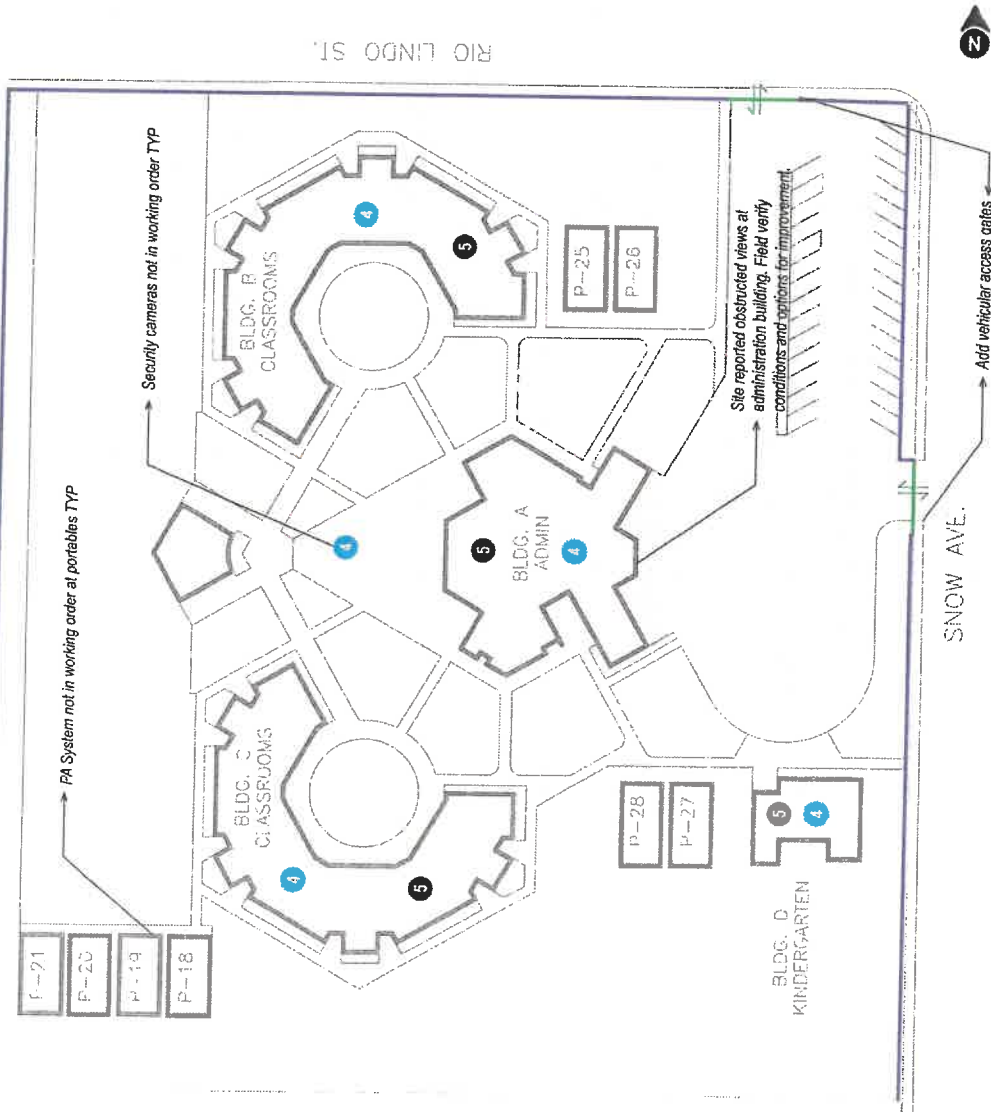
Existing Fencing

- Existing Fencing
- Proposed New Anti-Climb Fencing + Gates
- Proposed Scrim Over Existing Fencing + Learning Walls
- Proposed Gated/Secure Main Access Points

School site drop-off and pick-up area to be coordinated with proposal for new fencing

- 1** Provide new door locking mechanisms
- 2** Provide window tinting or shades at rooms facing school perimeter fencing
- 3** Revise indoor/outdoor room numbering signage
- 4** Provide additional security camera infrastructure
- 5** Provide single system for VOIP phones, clocks, intercom, overheads/paging, bells via phone or GUI, and visitor management system. Provide a multi-platform panic button.
- 6** Renovation of administration building (includes items 1-5)
- 7** Provide lighting in hallways, transition areas, and parking lot.
- 8** Update lighting in hallways and transition areas.
- 9** Provide lighting in hallways and transition areas.

# RIO LINDO ELEMENTARY SCHOOL




### CAMPUS PLAN LEGEND

- Existing Fencing
- Proposed New Anti-Climb Fencing + Gates
- Proposed Scrim Over Existing Fencing + Learning Walls
- Proposed Gated/Secure Main Access Points
- School site drop-off and pick-up area to be coordinated with proposal for new fencing

- Provide new door locking mechanisms
- Provide window tinting or shades at rooms facing school perimeter fencing
- Revise indoor/outdoor room numbering signage
- Provide additional security camera infrastructure
- Provide single system for VOIP phones, clocks, intercom, overheads/paging, bells via phone or GUI, and visitor management system. Provide a multi-platform panic button.
- Renovation of administration building (includes items 1-5)
- Provide lighting infrastructure for parking lot
- Update lighting in hallways and transition areas.




# RIO PLAZA ELEMENTARY SCHOOL PROJECT IDENTIFICATION AND PRIORITIZATION MATRIX


<b>RIO SCHOOL DISTRICT</b>		 <b>SCHOOL DISTRICT</b>	
Campus Safety and Security Upgrades Project			
SCHOOL SITE NAME: RIO PLAZA			
SCHOOL SITE TYPE: ELEMENTARY SCHOOL			
<b>PROJECT CAT 1 - FAST TRACK PROJECTS</b>			
<b>PROJECT DESCRIPTION FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Provide New Door Locking Mechanisms	ALL BLDGS	57,000	
Provide Window Shades at Perimeter Classrooms	BLDG C, H	15,200	
Provide Fencing Screens to Minimize Visibility Into Campus	SEE SITE PLAN FOR LINEAR FEET	4,000	
<b>PROJECT CAT 2 - QUICK START PROJECTS</b>			
<b>PROJECT DESCRIPTION FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Revise Indoor/Outdoor Room Numbering Signage	ALL BLDGS	12,250	
Provide Additional Security Camera Infrastructure	PARKING LOT	TBD	
Provide Anti-Climb Fencing	SEE SITE PLAN FOR LINEAR FEET	571,000	
<b>PROJECT CAT 3 - FACILITY IMPROVEMENT PROJECTS</b>			
<b>PROJECT DESCRIPTION FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Provide Single System for Campus Technology	ALL BLDGS	TBD	
Renovate Administration Building	BLDG A	3,500,000	
Provide Additional Lighting Infrastructure	PARKING LOT, ALL BLDGS EXTERIOR	64,200	
<b>TOTAL COSTS</b>		<b>4,223,650</b>	



# RIO REAL K-8 SCHOOL PROJECT IDENTIFICATION AND PRIORITIZATION MATRIX


<b>RIO SCHOOL DISTRICT</b>			
Campus Safety and Security Upgrades Project			
SCHOOL SITE NAME: RIO REAL			
SCHOOL SITE TYPE: K-8 SCHOOL			
<b>PROJECT CAT 1 - FAST TRACK PROJECTS</b>			
<b>PROJECT DESCRIPTOR FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Provide Window Tinting at Perimeter Classrooms	BLDG C, D, E, 35	5,760	
Provide New Door Locking Mechanisms	BLDG A	18,000	
Provide Fencing Scrims to Minimize Visibility Into Campus	SEE SITE PLAN FOR LINEAR FEET	7,200	
<b>PROJECT CAT 2 - QUICK START PROJECTS</b>			
<b>PROJECT DESCRIPTOR FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Revise Indoor/Outdoor Room Numbering Signage	ALL BLDGS	15,050	
Provide Anti Climb Fencing	SEE SITE PLAN FOR LINEAR FEET	276,500	
Provide Additional Security Camera Infrastructure	PARKING LOT, BLDG A, B, C, D, E, F, COURTYARD AT PORTABLES	TBD	
<b>PROJECT CAT 3 - FACILITY IMPROVEMENT PROJECTS</b>			
<b>PROJECT DESCRIPTOR FROM SITE PLANS</b>	<b>CAMPUS BLDGS REQUIRING PROJECT</b>	<b>PROJECT COST</b>	<b>BOARD PRIORITY</b>
Provide Single System for Campus Technology	ALL BLDGS	TBD	
Renovate Administration Building	BLDG A	3,500,000	
Provide Additional Lighting Infrastructure	PARKING LOT, ALL BLDGS EXTERIOR	90,000	
<b>TOTAL COSTS</b>		<b>3,912,510</b>	

# RIO DEL NORTE ELEMENTARY SCHOOL PROJECT IDENTIFICATION AND PRIORITIZATION MATRIX

<b>RIO SCHOOL DISTRICT</b>			
			
Campus Safety and Security Upgrades Project			
SCHOOL SITE NAME: RIO DEL NORTE			
SCHOOL SITE TYPE: ELEMENTARY SCHOOL			
PROJECT CAT 1 - FAST TRACK PROJECTS			
PROJECT DESCRIPTION: FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide New Door Locking Mechanisms	ALL BLDGS	45,000	
Provide Window Tinting at Perimeter Classrooms	BLDG C, D, F, H, J, K	7,360	
Provide Fencing Screens to Minimize Visibility into Campus	SEE SITE PLAN FOR LINEAR FEET	12,400	
PROJECT CAT 2 - QUICK START PROJECTS			
PROJECT DESCRIPTION: FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide Additional Security Camera Infrastructure	PARKING LOT, BLDG B, SITE PERIMETER	TBD	
Provide Anti Climb Fencing	SEE SITE PLAN FOR LINEAR FEET	305,000	
Revise Indoor/Outdoor Room Numbering Signage	ALL BLDGS	14,000	
PROJECT CAT 3 - FACILITY IMPROVEMENT PROJECTS			
PROJECT DESCRIPTION: FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide Single System for Campus Technology	ALL BLDGS	TBD	
Provide Additional Lighting Infrastructure	PARKING LOT, ALL BLDGS EXTERIOR	120,000	
<b>TOTAL COSTS</b>		<b>603,760</b>	




# RIO DEL VALLE MIDDLE SCHOOL PROJECT IDENTIFICATION AND PRIORITIZATION MATRIX

<b>RIO SCHOOL DISTRICT</b>			
Campus Safety and Security Upgrades Project			
SCHOOL SITE NAME: RIO DEL VALLE			
SCHOOL SITE TYPE: MIDDLE SCHOOL			
<b>PROJECT CAT 1 - FAST TRACK PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide New Door Locking Mechanisms	ALL BLDGS	117,000	
Provide Fencing Scrims to Minimize Visibility Into Campus	SEE SITE PLAN FOR LINEAR FEET	17,600	
<b>PROJECT CAT 2 - QUICK START PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide Anti Climb Fencing	SEE SITE PLAN FOR LINEAR FEET	535,500	
Provide Additional Security Camera Infrastructure	PARKING LOT, SITE PERIMETER	TBD	
<b>PROJECT CAT 3 - FACILITY IMPROVEMENT PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide Single System for Campus Technology	ALL BLDGS	TBD	
Provide Additional Lighting Infrastructure	TRANSITIONS AREA BLDGS D, E, F, G, H	27,600	
<b>TOTAL COSTS</b>		<b>697,700</b>	

# RIO LINDO ELEMENTARY SCHOOL

## PROJECT IDENTIFICATION AND PRIORITIZATION MATRIX

<b>RIO SCHOOL DISTRICT</b>			
Campus Safety and Security Upgrades Project			
SCHOOL SITE NAME: RIO LINDO			
SCHOOL SITE TYPE: ELEMENTARY SCHOOL			
<b>PROJECT CAT 1 – FAST TRACK PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide New Gates	SEE SITE PLAN FOR GATE LOCATIONS	5,000	
<b>PROJECT CAT 2 – QUICK START PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide Anti Climb Fencing	SEE SITE PLAN FOR LINEAR FEET	352,500	
Provide Additional Security Camera Infrastructure	ALL BLDGS, PLAY AREA	TBD	
<b>PROJECT CAT 3 – FACILITY IMPROVEMENT PROJECTS</b>			
PROJECT DESCRIPTOR FROM SITE PLANS	CAMPUS BLDGS REQUIRING PROJECT	PROJECT COST	BOARD PRIORITY
Provide PA System at Portables	BLDGS 27, 28, 18, 19, 20, 21	TBD	
Provide Single System for Campus Technology	ALL BLDGS	TBD	
<b>TOTAL COSTS</b>		357,500	



10.15





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of the quotes from Arjay's for the window shades, Phase 1 of the window shade project, for Rio Real, Rio Plaza, Rio Del Valle, and Rio Lindo.
Access	Public
Type	Action
Budget Source	Measure H

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

The Maintenance team reviewed the CUPCCAA list for pre approved contractors for window shades and Arjay's Window Fashions was the contractor listed. The District has used this contractor for many years. They are reputable and trustworthy. Attached are 4 quotes for our 4 old school sites: Rio Real, Rio Plaza, Rio Del Valle and Rio Lindo. These quotes can be used for the phase 1 window shade project. Arjay's will be sending quotes for Rio Del Norte and Rio Rosales phase 2 project within the next 2 weeks. The total of the 4 quotes attached is \$150,770.86.

[WPM-Arjay's Quote - Rio Del Valle Middle School \(30223\).pdf \(46 KB\)](#)

[WPM-Arjay's Quote - Rio Lindo Elementary School \(30223\).pdf \(46 KB\)](#)

[WPM-Arjay's Quote - Rio Plaza Elementary School \(30223\).pdf \(46 KB\)](#)

[WPM-Arjay's Quote - Rio Real Elementary School \(30223\).pdf \(46 KB\)](#)

**Administrative Content**

**Executive Content**





# Quotation

4600 Adohr Lane, Unit D  
Camarillo, CA 93012  
Phone: (805) 642-2300 Fax: (805) 644-3915

Date: 3/2/2023  
Sidemark: Rio Del Valle Middle School Improvements  
Section: Roller Window Shades - Division 12

Client: Rio Del Valle Middle School  
Client Contact: Charlie Fichtner; Director of Maintenance; Cell (805) 947-6977; Office (805) 983-1329; cfichtner@rioschools.org  
Project Location: 3100 N. Rose Avenue, Oxnard, CA 93036

CA License #846735 / AZ License #296543  
DIR # 1000014529

QTY	DESCRIPTION	AMOUNT
160 Shades	<p><b>SCOPE OF WORK:</b> Provide &amp; Install 160 Manually Operated Roller Shades  <b>MODEL:</b> Soleffect Shades Contract Roller Shades, XR Clutch System  <b>MATERIAL:</b> Ibiza 1% Open SunScreen Shade Cloth in Color White/Black (White to Streetside / Black to Interior)  <b>OPERATION:</b> Stainless Steel Beaded Pull Chain  <b>TRIM:</b> None (Exposed / Open Roller &amp; Brackets)  <b>MOUNTING:</b> Shades To Be Installed Within Window Openings Where Possible  <b>LOCATIONS:</b> 160 Shades at Vision Windows Campuswide</p> <p><b>EXCLUSIONS:</b>  Admin Building Windows Have Been Exluded. We Recently Installed New Roller Shades At This Building &amp; Shades Do Not Need Replacement.  WPM / Arjay's Is Not Responsible For Uneven Light Gaps Caused By Out of Square Drywall or Trim.  All Non-Vision Clerestory Windows To Be Left Uncovered.</p> <p><b>INSTALLATION RATES:</b>  Installation amount shown below is based upon <b>PREVAILING WAGE RATES</b> during normal business hours.</p> <p><b>CRITICAL PRICING NOTATION: PRICE VALID THROUGH JUNE 15TH 2023</b></p>	
		SUBTOTAL \$26,215.00
		TAX RATE 9.25%
		SALES TAX \$ 2,424.89
		FREIGHT \$ 600.00
	FIELD MEASURING & INSTALLATION	\$10,100.00
	<b>TOTAL AMOUNT</b>	<b>\$39,339.89</b>

**For Questions or Additional Information, Please Contact Russ Elinson at 805-642-2300**





# Quotation

4600 Adohr Lane, Unit D  
 Camarillo, CA 93012  
 Phone: (805) 642-2300 Fax: (805) 644-3915

Date: 3/2/2023  
 Sidemark: Rio Lindo Elementary School Improvements  
 Section: Roller Window Shades - Division 12

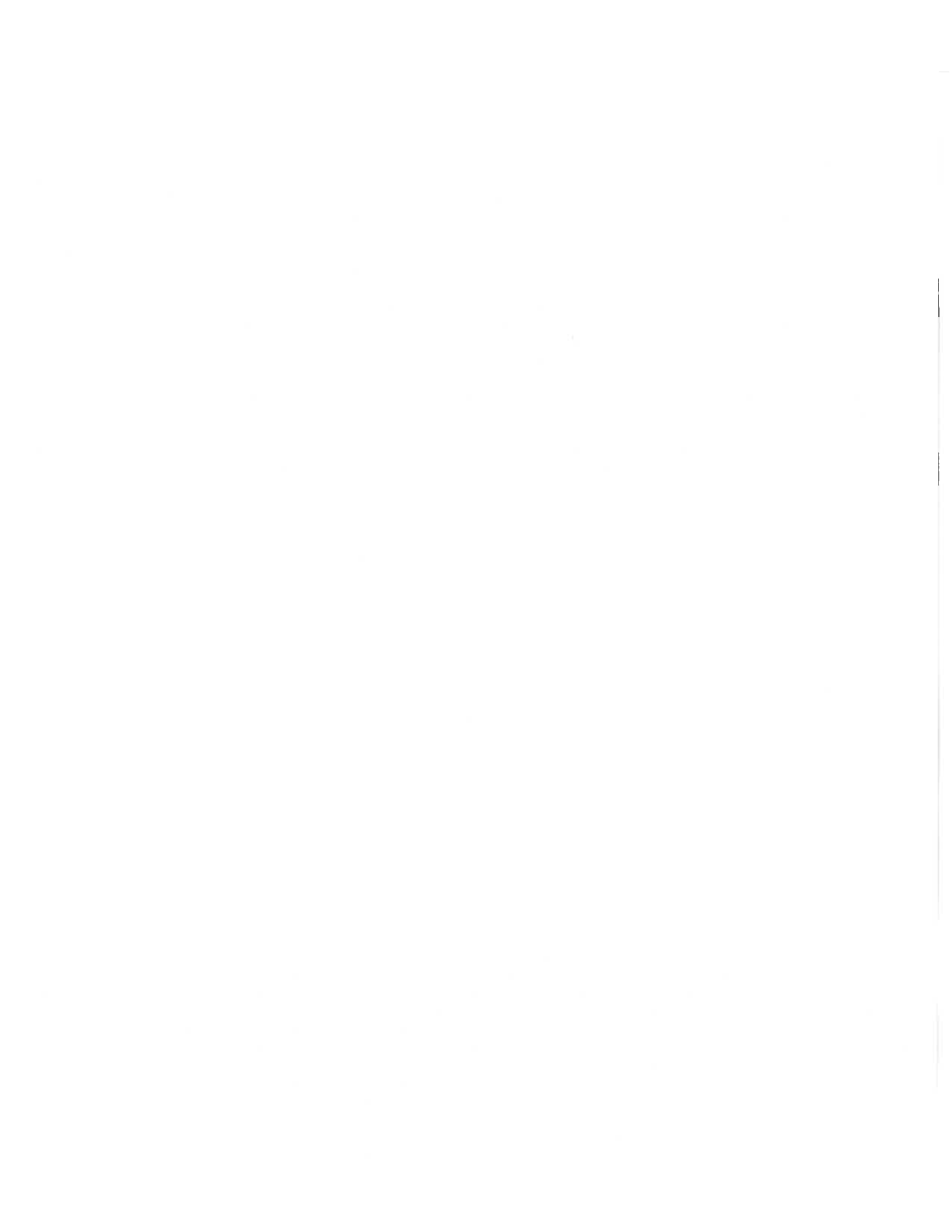
Client: Rio Lindo Elementary School  
 Client Contact: Charlie Fichtner; Director of Maintenance; Cell (805) 947-6977; Office (805) 983-1329; cfichtner@rioschools.org  
 Project Location: 2131 Snow Avenue, Oxnard 93036

CA License #846735 / AZ License #296543  
 DIR # 1000014529

QTY	DESCRIPTION	AMOUNT
145 Shades	<p><b>SCOPE OF WORK:</b> Provide &amp; Install 145 Manually Operated Roller Shades  <b>MODEL:</b> Soleffect Shades Contract Roller Shades, XR Clutch System  <b>MATERIAL:</b> Ibiza 1% Open SunScreen Shade Cloth in Color White/Black (White to Streetside / Black to Interior)  <b>OPERATION:</b> Stainless Steel Beaded Pull Chain  <b>TRIM:</b> None (Exposed / Open Roller &amp; Brackets)  <b>MOUNTING:</b> Shades To Be Installed Within Window Openings Where Possible  <b>LOCATIONS:</b> 145 Shades at Vision Windows</p> <p><b>EXCLUSIONS:</b>            WPM / Arjay's Is Not Responsible For Uneven Light Gaps Caused By Out of Square Drywall or Trim.            All Non-Vision Clerestory Windows To Be Left Uncovered.</p> <p><b>INSTALLATION RATES:</b>            Installation amount shown below is based upon <b>PREVAILING WAGE RATES</b> during normal business hours.</p> <p><b>CRITICAL PRICING NOTATION: PRICE VALID THROUGH JUNE 15TH 2023</b></p>	

SUBTOTAL	\$24,330.00
TAX RATE	9.25%
SALES TAX	\$ 2,250.53
FREIGHT	\$ 725.00
FIELD MEASURING & INSTALLATION	\$ 9,200.00
<b>TOTAL AMOUNT</b>	<b>\$36,505.53</b>

**For Questions or Additional Information, Please Contact Russ Elinson at 805-642-2300**







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4600 Adohr Lane, Unit D  
Camarillo, CA 93012  
Phone: (805) 642-2300 Fax: (805) 644-3915

Date: 3/2/2023  
Sidemark: Rio Plaza Elementary School Improvements  
Section: Roller Window Shades - Division 12

Client: Rio Plaza Elementary School  
Client Contact: Charlie Fichtner; Director of Maintenance; Cell (805) 947-6977; Office (805) 983-1329; cfichtner@rioschools.org  
Project Location: 600 Simon Way, Oxnard, CA 93036  
CA License #846735 / AZ License #296543  
DIR # 1000014529

QTY	DESCRIPTION	AMOUNT
118 Shades	<p><b>SCOPE OF WORK:</b> Provide &amp; Install 118 Manually Operated Roller Shades  <b>MODEL:</b> Soleffect Shades Contract Roller Shades, XR Clutch System  <b>MATERIAL:</b> Ibiza 1% Open SunScreen Shade Cloth in Color White/Black (White to Streetside / Black to Interior)  <b>OPERATION:</b> Stainless Steel Beaded Pull Chain  <b>TRIM:</b> None (Exposed / Open Roller &amp; Brackets)  <b>MOUNTING:</b> Shades To Be Installed Within Window Openings Where Possible  <b>LOCATIONS:</b> 118 Shades at Vision Windows Campuswide</p> <p><b>EXCLUSIONS:</b>  WPM / Arjay's Is Not Responsible For Uneven Light Gaps Caused By Out of Square Drywall or Trim.  All Non-Vision Clerestory Windows To Be Left Uncovered.</p> <p><b>INSTALLATION RATES:</b>  Installation amount shown below is based upon <b>PREVAILING WAGE RATES</b> during normal business hours.</p> <p><b>CRITICAL PRICING NOTATION: PRICE VALID THROUGH JUNE 15TH 2023</b></p>	
		SUBTOTAL \$23,560.00
		TAX RATE 9.25%
		SALES TAX \$ 2,179.30
		FREIGHT \$ 600.00
		FIELD MEASURING & INSTALLATION \$ 7,700.00
		<b>TOTAL AMOUNT \$34,039.30</b>

**For Questions or Additional Information, Please Contact Russ Elinson at 805-642-2300**





# Quotation

4600 Adohr Lane, Unit D  
Camarillo, CA 93012  
Phone: (805) 642-2300 Fax: (805) 644-3915

Date: 3/2/2023  
Sidemark: Rio Real Elementary School Improvements  
Section: Roller Window Shades - Division 12

Client: Rio Real Elementary School  
Client Contact: Charlie Fichtner; Director of Maintenance; Cell (805) 947-6977; Office (805) 983-1329; cfichtner@rioschools.org  
Project Location: 1140 Kenney Street, Oxnard, CA 93036

CA License #846735 / AZ License #296543  
DIR # 1000014529

QTY	DESCRIPTION	AMOUNT
159 Shades	<p><b>SCOPE OF WORK:</b> Provide &amp; Install 118 Manually Operated Roller Shades  <b>MODEL:</b> Soleffect Shades Contract Roller Shades, XR Clutch System  <b>MATERIAL:</b> Ibiza 1% Open SunScreen Shade Cloth in Color White/Black (White to Streetside / Black to Interior)  <b>OPERATION:</b> Stainless Steel Beaded Pull Chain  <b>TRIM:</b> None (Exposed / Open Roller &amp; Brackets)  <b>MOUNTING:</b> Shades To Be Installed Within Window Openings Where Possible  <b>LOCATIONS:</b> 159 Shades at Vision Windows Campuswide</p> <p><b>EXCLUSIONS:</b>  WPM / Arjay's Is Not Responsible For Uneven Light Gaps Caused By Out of Square Drywall or Trim.  All Non-Vision Clerestory Windows To Be Left Uncovered.</p> <p><b>INSTALLATION RATES:</b>  Installation amount shown below is based upon <b>PREVAILING WAGE RATES</b> during normal business hours.</p> <p><b>CRITICAL PRICING NOTATION: PRICE VALID THROUGH JUNE 15TH 2023</b></p>	
		SUBTOTAL \$26,715.00
		TAX RATE 9.25%
		SALES TAX \$ 2,471.14
		FREIGHT \$ 800.00
		FIELD MEASURING & INSTALLATION \$10,100.00
		<b>TOTAL AMOUNT \$40,086.14</b>

**For Questions or Additional Information, Please Contact Russ Elinson at 805-642-2300**



10.16





**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Awarding the District Fiber service contract to Crown Castle
Access	Public
Type	Action (Consent)
Preferred Date	Mar 15, 2023
Absolute Date	Mar 15, 2023
Fiscal Impact	Yes
Dollar Amount	810,000.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends awarding the District Fiber contract to Crown Castle.

**Public Content**

Speaker: Jarkko Myllari

Rationale: The District released a Request for Proposal to purchase fiber connections from Rio School District Network Hub to all of the nine campuses. Two vendors submitted proposals, each of which was evaluated, as required by eRate, considering a number of factors including cost, experience with the K-12 education market, experience in surrounding school districts, and the degree to which the proposal met the District’s needs defined in the RFP. Based on this evaluation, staff is recommending that the contract for fiber connections be awarded to Sunesys. The District anticipates receiving eRate discounts of between 75% to 80% for this project. The District will contract Crown Castle for the Dark Fiber option. Above, the fiscal impact is expressed over the 1st five year period. After the first 5 years, the District can opt in for a contract extension with optional bandwidth upgrades, or go out for a new bid. Below, the cost comparison between the 2 proposals is made over the first 10 years, due to the other bidder not including the 100Gb bandwidth option in their proposal. The 100Gb by the proposed bid winner is included to help to understand the pricing model when making network service cost projections.

Dark				Lit			
Bandwidth	Contract Period	Spectrum	Crown Castle	Bandwidth	Contract Period	Spectrum	Crown Castle
10Gb	36 mo	\$320,256.00	\$567,000.00	10Gb	36 mo	\$320,256.00	\$567,000.00
	60 mo	\$432,960.00	\$810,000.00		60 mo	\$432,960.00	\$810,000.00
40Gb	36 mo	\$1,820,160.00	\$490,860.00	40Gb	36 mo	\$1,820,160.00	\$1,026,000.00
	60 mo	\$2,582,400.00	\$824,580.00		60 mo	\$2,582,400.00	\$1,620,000.00
100Gb	36 mo	N/A	\$515,598.00	100Gb	36 mo	N/A	\$1,458,000.00
	60 mo	N/A	\$859,330.00		60 mo	N/A	\$2,430,000.00
	10 year total:	\$3,015,360.00	\$1,634,580.00		10 year total:	\$3,015,360.00	\$2,430,000.00

[Rio ESD Fiber RFP 2023 FINAL.pdf \(4,692 KB\)](#)[Crown Castle response to Rio SD WAN RFP\\_FINAL.pdf \(4,780 KB\)](#)[Rio Elementary School District - Spectrum Bid Response.pdf \(1,696 KB\)](#)[YR\\_26\\_Decision\\_Evaluation\\_Matrix\\_RioSD\\_-\\_WAN Services.xlsx - WAN Services.pdf \(114 KB\)](#)

## 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 ESD Fiber RFP 2023 FINAL.pdf \(4,692 KB\)](#)

[Crown Castle response to Rio SD WAN RFP\\_FINAL.pdf \(4,780 KB\)](#)

[Rio Elementary School District - Spectrum Bid Response.pdf \(1,696 KB\)](#)

[YR\\_26\\_Decision\\_Evaluation\\_Matrix\\_RioSD\\_-\\_WAN Services.xlsx - WAN Services.pdf \(114 KB\)](#)

**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.*





## REQUEST FOR PROPOSAL

### HIGH SPEED DATA

### FIBER OPTIC NETWORK

December 9, 2022

(805) 485-3111

<b>PROCUREMENT TIMELINE</b>	
<b>470 NUMBER</b>	<b>230008975</b>
<b>RFP ISSUED :</b>	<b>12-16-2023</b>
<b>VIRTUAL JOB WALK</b>	<b>1-19-2023 9AM PST</b>
<b>REQUEST FOR INFORMATION DEADLINE</b>	<b>1-23-2023</b>
<b>PROPOSAL DEADLINE:</b>	<b>1-31-2023</b>
<b>VENDOR SELECTION:</b>	<b>February 2023</b>
<b>PROJECT START DATE:</b>	<b>PENDING FUNDING APPROVAL</b>
<b>PROJECT INSTALLATION COMPLETE:</b>	<b>JULY 1, 2023</b>

## **INTRODUCTION:**

Rio School District is requesting proposals for fiber-optic infrastructure to provide a high speed Wide Area Network (WAN) that will allow for reliable and secure transmissions of voice, data and video. The district is looking for managed scalable fiber optic network services that will connect all school sites and remote sites back to the designated district location.

**DISTRICT is seeking bids from qualified BIDDERS to provide high-speed leased lit fiber or leased dark fiber “Wide Area Network” Services.**

**There will be a MANDATORY virtual job walk on January 19, 2023 at 9am PST.**

### **Google Meet joining info**

Video call link: <https://meet.google.com/nxd-psko-skc>

Or dial: (US) +1 650-530-7330 PIN: 868 502 747#

More phone numbers: <https://tel.meet/nxd-psko-skc?pin=5171277431992>

## **LEASED LIT FIBER REQUIREMENTS**

For leased lit fiber, the connection of a site within the star topology shall be 10GB circuits in Years 1-5, scaling to 40GB in Years 5-10, and scaling to 100GB in years 11-20 of any resulting Agreement. The lease charge for the service providing the 10GB, 40GB or 100GB connections will include optics and intervening electronics which would allow routing of packets across the sites in a manner allowing for a spoke and hub connection as determined by the District’s routing metrics (each site shall have a direct connection to the District Hub at 3050 Thames River Dr. Oxnard, CA 93036). The service should include monitoring and notification of network outages.

For leased lit fiber, the following additional conditions should be considered:

- DISTRICT prefers underground fiber.
- DISTRICT requires single-mode fiber.
- DISTRICT requires LC termination at patch panel.
- DISTRICT does not expect any site or building in this solution to be connected via an aerial feed. Bidder must enter MDF using underground conduit from the curb.
- If the existing conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it

should be available for the vendor to use. Otherwise, the bidder must develop a pathway to provide service to the MDF.

### **LEASED DARK FIBER REQUIREMENTS**

For leased dark fiber, the connection of a site listed below shall be 10GB circuits in Years 1-3, scaling to 40GB circuits in Years 4-10, and scaling to 100GB in Years 11-20 of any resulting Agreement. Connections will include optics and intervening electronics which would allow routing of packets across the sites in a manner allowing for a spoke and hub connection as determined by the District's routing metrics (star topology: each site shall have a direct connection to the District Hub at 3050 Thames River Dr. Oxnard, CA 93036).

DISTRICT expects that monthly recurring charges are inclusive of facility lease charges and maintenance and operations.

For leased dark fiber, the following additional conditions apply:

- DISTRICT prefers underground fiber.
- DISTRICT requires single-mode fiber.
- DISTRICT requires LC termination at patch panel.
- DISTRICT does not expect any site or building in this solution to be connected via an aerial feed. Bidder must enter MDF using underground conduit from the curb.
- If the existing conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it should be available for the vendor to use. Otherwise, bidder must develop a pathway to provide service to the MPOE.
- DISTRICT requires BIDDER to provide distance between node endpoints in order that the DISTRICT can configure node endpoints with correct optics.

**BIDDER must describe** how the proposed leased dark fiber solution meets the above requirements.

**BIDDER must provide a network diagram** (including distances and .kmz file) with their response.

The District is soliciting qualified Service Providers to submit an installation and ongoing service proposal for (including, but not limited to) digital equipment as required. The Service Provider must be able to offer both E-Rate and California Teleconnect Fund discounts for the proposed high-speed circuits.

This service will use fiber optic cables and provide bandwidth of 10 Gbps from each existing site to the District Hub, and provide pricing consideration for three potential future school sites. The service provider will hand-off a minimum concurrent 10 Gbps connection between each

school site and the District Hub, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the District Hub and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). In consideration for the three potential future school sites, the service provider will supply the District with a 10 Gbps Fiber Small form-factor Pluggables (SFP) that will connect directly into District-provided Cisco (or equivalent) switches.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and the Rio School District, and may or may not be undertaken at the sole discretion of RSD. In addition, RSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

The proposed project shall include:

1. The installation of secure and dedicated fiber optic connectivity between the District Hub (3050 Thames River Drive, Oxnard, CA) and 9 existing schools as described below.
2. The District Hub shall have a minimum data connection to each of the existing schools and remote sites of 10 Gigabit (10,000Mbs) concurrently.
3. The service provider is responsible to obtain all necessary rights of ways necessary to this project.
4. During the term of this contract, any changes in the routing of the fiber cable due to City of Oxnard, County of Ventura, or other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.) , or other changes impacting the routing of cabling between sites and the District Hub will be the sole responsibility of the service provider at no expense to the District.
5. In the event of loss of communication to any site, repairs shall start within 4 hours of the service outage. Except for those agreed-upon on the final negotiated contract between the District and the service provider, outages lasting longer than 24 hours shall be subject to liquidated damages agreed upon in the final negotiated contract.
6. The District is requesting proposals with a three-year and five-year term. However, alternative proposals of a shorter and longer duration will be considered only if submitted with the required three and five-year plans. Future contracts and/or renewals will be at the discretion of the Rio School District.
7. Please provide pricing for both a 3-year and a 5-year contract, but are also wanting to evaluate pricing for upgrades and longer term lengths outlined in Attachment B.
8. The District will only be invoiced for non-discounted portions of costs net of E-Rate and California Teleconnect Fund (CTF) discounts.
9. Proposals will be evaluated on the following basis:

<b>Selection Criteria</b>	<b>Weight*</b>
<b>Prices/Charges</b>	65
<b>Transition</b>	20
<b>Non-eligible Costs</b>	5
<b>Experience in K-12 market</b>	5
<b>District Experience</b>	5

**SCOPE OF PROJECT:**

Please provide the installation (one time) and monthly (ongoing) cost proposals (for a 3- year and a 5-year pricing scenario) for project as follows, but are also wanting to evaluate pricing for upgrades and longer term lengths outlined in Attachment B:

1. Ten Gigabit (10,000Mbs) fiber optic (Ethernet capable) connectivity from the District Hub (3050 Thames River Drive., Oxnard, CA 93036) to each of the following 9 existing schools and remote sites:

<b>School</b>	<b>Address</b>
Rio del Mar Elementary (Including Pre School)	3150 Thames River Dr., Oxnard, CA 93036
Rio del Norte Elementary (including Pre School)	2500 Lobelia Ave., Oxnard, CA 93036
Rio del Valle Middle School	3100 Rose Ave., Oxnard, CA 93036
Rio Lindo Elementary (including Head Start)	2131 Snow Ave., Oxnard, CA 93036
Rio Plaza Elementary (including Head Start)	600 Simon Way, Oxnard, CA 93036
Rio Real K8 School	1140 Kenney St., Oxnard, CA 93036
Rio Rosales Elementary (Including Head Start)	2001 Jacinto Dr., Oxnard, CA 93036
Rio Vista Middle School	3050 Thames River Dr., Oxnard, CA 93036

Rio del Sol K8 School (including Pre School)	3001 N Ventura Road, Oxnard, CA 93036
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2. The District Hub is to serve as the central point for the network (3050 Thames River Drive, Oxnard, CA 93036).
3. Please include any one-time installation costs amortized over the life of the contract and included in the monthly cost.
4. The service provider will hand-off a minimum concurrent 10 GBPS connection between each school site and the District Hub, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the District Hub and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). In regards to potential future sites, the service provider will supply the District with a 10 Gbps Small Form-factor Pluggable (SFP) that will connect at the MDF directly into District-provided Cisco (or equivalent) switches.
5. An uptime guarantee of 99% shall be provided on a 24x7 basis average over each seven day period.
6. The fiber links shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
7. All service provider-supplied equipment installed shall be under repair maintenance at no cost to RSD for the life of the contract agreement.
8. The service provider shall provide three references consisting of similar work and scope, including at least two references for work performed in California and covered by E-Rate funding.
9. The service provider shall have a valid Service Provider Identification Number (SPIN) on file with the SLD and shall provide this number with their response.\
10. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.
11. The selected Service Provider understands and agrees that school session hours vary and that normal school operations are not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience RSD employees.
12. The service provider shall include a proposed project timeline including estimated start and completion dates for the project.

**REVIEW OF PROPOSALS AND AWARD:**

The USAC-SLC Guidelines available at [www.usac.org](http://www.usac.org) make it clear in Step 3 that applicants must use “an open and fair competitive bidding process” in order to qualify for E-Rate funding.



Proposals must be received electronically, no later than the date on page 1 at which time the proposals will be opened and evaluated. Provide electronic responses to Jarkko Myllari at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org). To verify receipt of your proposal, a reply will be emailed to the address for each proposal submitted. Any bid not including Attachment A and a signed E-rate Terms and conditions may be rejected as non-responsive. The Board of Trustees will be asked to approve the successful service provider or to reject all proposals at the next scheduled Board meeting. The successful service provider must enter into a signed agreement no later than 14 days after the award.

Any questions should be directed to Jarkko Myllari and Antony Lyons via email at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org) and [alyons@rioschools.org](mailto:alyons@rioschools.org) no later than the date in the table on page 1.

In keeping with the USAC-SLD Guidelines to ensure a fair and open competitive bid process, all answers to questions will be posted on the [Project FAQ website](#).

#### E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

##### 1) E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

##### 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC  
<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:  
<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential

pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website:

<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website:

<https://www.usac.org/about/reports-orders/supply-chain/>.

f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

#### EARLY FUNDING CONDITIONS

##### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

## Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

## 5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively,

should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) procurement of additional goods and/or services/coterminous expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of \_\_\_\_\_ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Service Provider Name: \_\_\_\_\_



**Attachment A - Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network**

**Attachment B - Summary: PRICING SCHEDULE FOR SPECIAL CONSTRUCTION, NON-RECURRING, AND RECURRING SERVICES, AND UPGRADES**





2/6/2023

# Request For Proposal High Speed Data Fiber Optic Network

Prepared for: Rio School District

470 Number: #230008975

Proposal submitted by: Crown Castle Fiber LLC

Anush Sarabakhsh  
Senior Account Manager  
(310) 702-4944

CROWN CASTLE  
624 S Grand Ave, Suite 2500  
Los Angeles, CA 90017  
<https://www.crowncastle.com>

**The pathway to possible.**

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## Executive Summary

### Company Profile

Crown Castle Fiber LLC, the bidding entity here, is a wholly owned subsidiary of Crown Castle Inc., an S&P 500 company that is dedicated to long-term ownership and operation of communications infrastructure. Crown Castle owns and operates approximately 40,000 cell towers and 80,000 route miles of fiber supporting small cells and fiber solutions across every major US market. This nationwide portfolio of communications infrastructure connects cities and communities to essential data, technology and wireless service – bringing information, ideas and innovations to the people and businesses that need them. Custom built networking solutions tailored to specific customer needs enable the highest levels of diversity, security, and protection

### Company Experience

Crown Castle is a fiber solutions provider with a 25-year history of owning and operating communications infrastructure across the country. We work closely with our customers to build a solution that allows them to run their organizations today, while setting the stage for tomorrow's most transformative innovations. Through organic growth, strategic mergers and acquisitions, and an unwavering commitment to customer support and satisfaction, Crown Castle has positioned itself as a top provider of mission critical networking and broadband services utilizing end-to-end fiber connectivity.

Crown Castle's network also offers unparalleled local density and route diversity. Crown Castle is also proud to be one of the only fiber providers who can operate in the power space and diverse power line routes throughout most of our footprint. This makes it possible for customers to have diverse routing for their mission critical services. Crown Castle offers customers a complete suite of fiber-based networking solutions including Dark Fiber, Ethernet, Wavelengths, SONET, Video, Internet Access, Collocation, DDoS, SD-WAN, Fixed Wireless and Managed Security.

Crown Castle is committed to providing exceptional support and care to customers while ensuring industry-leading levels of service and reliability for their networks. At a time when the fiber industry is going through great changes, we're committed to being a dependable, stable partner that you can count on today, tomorrow, and for many years to come. Since we own our entire fiber network, we are directly invested in its integrity and can provide faster response times and issue resolution.

Crown Castle continually receives the highest marks and reviews in the industry for our operations and customer support. Since 2009, Atlantic-ACM has ranked us first in the industry in categories including Network Performance, Provisioning, and Customer Service.

## Your District, Our Expertise

Today's modern classrooms and libraries use advanced technologies and applications that require high-performing network solutions. As a long-standing E-rate partner across every major US market and connectivity to more than 500 school districts and libraries, we have a depth of experience and expertise you can count on. And with our broad range of both lit and dark fiber solutions, we are in the best position to help you build and maintain exactly the network you need today and in the future.

## Why Crown Castle?

### Expertise:

- We are a certified E-rate Program Provider with experience implementing and managing both lit and dark fiber solutions for K-12 schools.

### Consultation:

- We take the time to carefully consider all your needs and deliver a solution that meets your business requirements and opens up new opportunities.

### Service:

- We have locally based service teams who are available to you whenever you need them, and with our around-the-clock Network Operations Center, you can be sure your network will always be in good hands.

### Streamlined solution:

- With a single point of contact, you'll always know who to reach out to for all of your network needs.

## E-rate Expertise

E-rate, the schools and libraries Universal Service support mechanism, provides discounts to assist eligible schools and libraries in the United States in obtaining affordable telecommunications and internet access solutions. With participation in the E-rate program for over 18 years and dedicated E-rate personnel, we are experts in the field aiding our customers to participate in the program through a seamless process. One of Crown Castle's prime missions is to provide fiber based WAN services for academic institutions through this E-rate program. Crown Castle currently serves over 500 educational institutions and is among the top 10 service providers across the country for E-rate funding.

**Bidding entity: Crown Castle Fiber LLC**

**SPIN (498 ID) # 143005274**

**FCCRN # 0006-2544-03**

## Green Light Status

FRN Financial

Show  entries

FRN	FRN Name	Red Light Status
0006254403	Crown Castle Fiber LLC	Green Light

Showing 1 to 1 of 1 entries (Filtered from 12 total entries)

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## Product Overview

### Crown Castle's Dark Fiber Service

Crown Castle's unique fiber assets, routes and secure rights-of-way provide the network infrastructure that your business needs, where you need it, to support mission-critical applications. Dark Fiber infrastructure assures the highest level of security, performance, and reliability. Your Data transport stream never passes through any public switching station or central office, which greatly reduces vulnerability and network intrusion. The Private / Dedicated optical platform is highly secure, scalable & extremely efficient. Uniquely designed and deployed specifically to your requirements, the network is available in various network configuration arrangements including resilient concentric rings, multi-node clusters and Point-to-Point converged aggregation. It's designed to meet the ever-increasing demands of your data operations at the highest performance level.

- Allows customers with in-house optical expertise to manage their own network
- Enables customers to select the equipment best suited to support their applications
- Flexibility to support many configurations, services, and applications
- Delivers virtually unlimited bandwidth at a fixed cost with the potential of capitalizing your network as an asset
- Dark Fiber networks are under your control, completely secure, and are tailored to your connectivity requirements
- Crown Castle's network leverages unique rights-of-way providing added resilience to your infrastructure
- Ability to leverage Crown Castle's networking expertise and benefit from its award-winning customer service
- Strong ROI for companies that use substantial bandwidth and utilize numerous services

## Crown Castle Ethernet Service

Crown Castle's Ethernet services combine the reliability and ubiquity of Carrier Ethernet with next-generation metro area transport technology. The result is services that deliver an efficient, fully restorable, easily managed network that's ready for any vertical or application requirement. Additionally, the natural flexibility of Carrier Ethernet allows you to decide the amount of bandwidth you need to support your applications within your budget now with the assurance that it can scale in the future.

Crown Castle's business Ethernet solutions include Metro-E Advanced Private Line, E-Line, Ethernet Virtual Private Line (EVPL), and Ethernet Private LAN (E-LAN). With support for Layer 2 point-to-point, point-to-multipoint, and multipoint-to-multipoint topologies, Crown Castle enables you to seamlessly extend your Ethernet network from your building into the metro area and beyond.

Crown Castle's private, diverse fiber backbone, along with protected access options, provides a robust solution set for your business continuity requirements. Our extensive Ethernet service footprint offers a total solution for businesses with a presence in multiple cities.

Crown Castle's skilled Network Operations Center (NOC) technicians proactively monitor the network 24x7 to ensure reliability and responsiveness.

Crown Castle's Ethernet service includes:

- No protocol conversion is required, ensuring interoperability between LAN and MAN, simplifying installation & turn-up.
- Easier installation and management allow for rapid provisioning compared to other platforms.
- Flexible bandwidth allows you to grow as your business needs grow. Scalable for long term network evolution connectivity. Resilient, high availability core transport services for high reliability.
- Standards-based IEEE Ethernet service for Layer 2 transport.
- 802.1Q VLAN and 802.1 QinQ tunnelling supported.
- MEF 9 and MEF 14 certified technology

SPECIFICATION	METRO-E ADVANCED PRIVATE LINE	E-LINE	EVPL, E-LAN
Technology	Layer 2 Ethernet over private fiber	Layer 2 Ethernet over DWDM or fiber	Layer 2 Ethernet over MPLS or fiber
Throughput	1Gbps - 10Gbps	50Mbps - 100Gbps	10Mbps - 10Mbps
Interface	10 GigE	GigE or 10 GigE	GigE or 10 GigE
Framing	Jumbo Frames up to 9100	Jumbo Frames up to 9100	Jumbo Frames up to 9100
Network Management	24/7 monitoring and surveillance	24/7 monitoring and surveillance	24/7 monitoring and surveillance
Network Options	Metro configurations	Long-haul and metro configurations	Long-haul and metro configurations
Availability	Available at most on-net locations throughout the Crown Castle network	Available at most on-net locations throughout the Crown Castle network	Available at most on-net locations throughout the Crown Castle network
Architecture	Point-to-point	Point-to-point	Point-to-point, point-to-multipoint, multipoint-to-multipoint



# Network Management Services for Monitoring and Alerting

## Geographic Diverse Locations

Generator & UPS Protected Facilities  
On-Net Network Connectivity

- Melville, New York
- Rochester, New York
- Doral, Florida
- Canonsburg, Pennsylvania

## Trouble Ticket Management

- 24x7 Onsite Management Support
- Tier I & II Troubleshooting
- Incident Management
- Customer Communications & Escalations
- Technical Support Engineers
- Tier III Troubleshooting
- Vendor TAC Engagement
- Engineering Engagement

## Network Operations Center Systems and Tools

### IBM Tivoli NETCOOL Network Management System

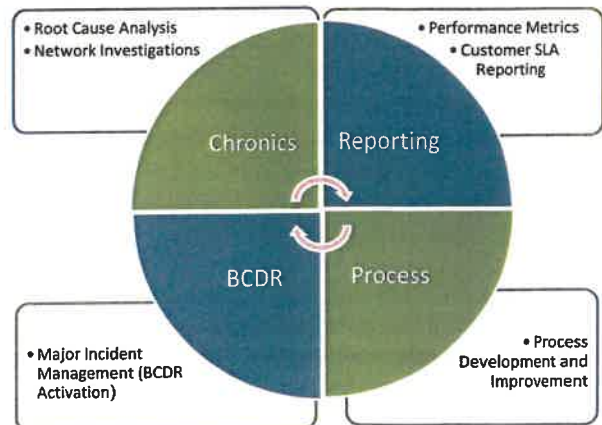
- Automation & Enhancements
- Alarm Filtering
- Alarm Enrichment
- Backbone Topology MAPS
- Customizable, dedicated customer alarm views

### Microsoft Dynamics CRM Ticketing System

- Automation & Enhancements
- Automatic Notification upon ticket creation
- Standardize Templates for Communication
- Automatic Ticket Assignments
- Automated management escalation of unresolved Trouble tickets.

## Systems & Tools

- Microsoft CRM
- NETCRACKER
- OSP Insight GIS System
- Operations Data Warehouse
- Traffic / Taper Reporting Tool



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# Legal Exceptions

## REQUEST FOR PROPOSAL E-RATE ELIGIBLE PRODUCTS FUNDING YEAR 2023: 7/1/2023 – 6/30/2024

### LEGAL EXCEPTIONS TO RFP TERMS AND CONDITIONS

**Definitive Agreement—Exception/Clarification:** CCF proposes to contract pursuant to the terms and conditions set forth in the contained in its Master Telecommunications License Agreement and related supplements (the “Agreement”), a copy of which is included with its RFP response. CCF requests the services and products described in the RFP be provided under the terms and conditions set forth in the Agreement as finally negotiated between and executed and delivered by the parties (the “Definitive Agreement”). All references in the RFP to the “agreement” or the “contract” shall mean the Definitive Agreement. In interpreting the agreement between the parties, the Definitive Agreement shall control and take precedence over the terms and conditions of the RFP and the RFP response. In the event, terms contained in the RFP are in conflict with the proposed Agreement, CCF would like to further negotiate.

**Service Level Agreement—Exception/Clarification:** All service metrics, repair timeframes, and credits will be governed by the Definitive Agreement. To the extent there is a conflict between the RFP’s service level terms and those proposed in the Agreement, CCF takes exception.

**Payment—Exception/Clarification:** Under E-Rate rules, the District is liable for the entire amount of the charges agreed to in the Definitive Agreement. With regard to the Universal Service Administrative Company (“USAC”) invoicing method, CCF will invoice USAC for the amount of the discount utilizing the Service Provider Invoicing (“SPI”) method (FCC Form 474 (SPI)), if elected by the District, upon CCF’s notification that the District has received a positive Funding Commitment Decision Letter (the “FCDL”) for the services. If the District requests services be provided prior to issuance of the FCDL, CCF will invoice the District for the full amount due for services provided to the District until notification that an FCDL has been issued is received, and it is the obligation of the District to seek reimbursement from USAC for discounted charges for services provided during this time. Notwithstanding the issuance of an appropriate FCDL, the District remains responsible for the payment for the full amount of the charges agreed to in the Definitive Agreement. Should USAC fail to pay discount amounts, CCF will invoice the District upon being notified of USAC’s refusal to pay. The District’s issuance of its notice to proceed shall indicate that the District has all required funding appropriations and commitments to enable it to meet its obligations under the Definitive Agreement, including any required from USAC.

**Termination—Exception/Clarification:** The District will not be able to terminate the contract without cause or for convenience, except in the event (i) the E-Rate program is cancelled along with all related funding and (ii) the District agrees to reimburse all CCF capital expenditures made in reliance of the Definitive Agreement.

**Item 21 Template—Exception/Clarification:** CCF is willing to provide information needed by the District to complete their Form 471, but it does not assume liability for any of the information provided by the District to USAC. Additionally, any tax information provided is an estimate and subject to change.

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## Tax Exceptions to RFP Terms and Conditions

### **Interstate Usage**

Licensee acknowledges that Company has no ability to determine whether the communications traffic carried via the licensed Ethernet is jurisdictionally interstate or intrastate. Unless otherwise stated in the applicable Order Form, Licensee acknowledges and agrees that the communications traffic to be carried via the Company Network shall be treated as jurisdictionally interstate, pursuant to the Federal Communications Commission's mixed-use "10% Rule" (47 CFR 36.154, 4 FCC Rcd. 1352).

### **Order Form clarification**

All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Product or facility furnished to Licensee (collectively referred to as "Taxes"). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle's net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

### **RFP Exceptions/Clarification**

In addition to the agreed upon fees, the Customer shall pay all taxes imposed upon the provision of the services it purchases that are not subject to the Customer's exemption. Taxes are not incorporated within or included in any prices quoted in Crown Castle's proposal. If Crown Castle's proposal does quote taxes, any such tax quote is an estimate and is not fixed over the term of the agreement. To the extent additional taxes are imposed that do not provide an exemption to the Customer, current exemptions are lost, or there are taxes other than the current sales, use or excise taxes imposed upon the provision of the services to the Customer, such taxes will be passed through to the Customer. The Customer shall pay all taxes, surcharges and fees at the then current rate.

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## Pricing (Attachments A & B)

## Attachment A: Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network

Please provide 3-year and 5-year pricing scenarios:

### Part 1A: 3-year pricing scenario

If the annual costs associated with each site is the same, complete Chart A:

	Annual Costs, Before E-Rate and CA Teleconnect Discounts		
	Year 1	Year 2	Year 3
	10G leased lit or dark Fiber		
Rio School District - All schools & District Office	\$189,000	\$189,000	\$189,000

10G Leased Lit Fiber or Leased Dark Fiber will be the same Annual Cost (excluding taxes)

If the annual costs associated with each site varies, complete Chart B:

LOCATION	Annual Costs, Before E-Rate and CA Teleconnect Discounts		
	Year 1	Year 2	Year 3
Rio del Mar Elementary (including Pre School)			
Rio del Norte Elementary(including Pre School)			
Rio del Valle Middle School			
Rio Lindo Elementary(including HeadStart)			
Rio Plaza Elementary (including HeadStart)			
Rio Real K8 School			
Rio Rosales Elementary (including HeadStart)			
Rio Vista Middle School			
Rio del Sol K8 School (including Pre School)			

**Part 1B: 5-year pricing scenario**

10G Leased Lit Fiber or Leased Dark Fiber will be the same Annual Cost (excluding taxes)

Annual Costs, Before E-Rate and CA Teleconnect Discounts

Year 1 Year 2 Year 3 Year 4 Year 5

10G leased lit or dark Fiber

Rio School District - All schools & District Hub

\$162,000	\$162,000	\$162,000	\$162,000	\$162,000
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If the annual costs associated with each site varies, complete Chart B:

Annual Costs, Before E-Rate and CA Teleconnect Discounts

LOCATION

Year 1 Year 2 Year 3 Year 4 Year 5

Rio del Mar Elementary (including Pre School)					
Rio del Norte Elementary(including Pre School)					
Rio del Valle Middle School					
Rio Lindo Elementary(including HeadStart)					
Rio Plaza Elementary (including HeadStart)					
Rio Real Elementary					
Rio Rosales Elementary (including HeadStart)					
Rio Vista Middle School					
Rio del Sol K8 School (including Pre School)					

**Part 2:**

Estimated taxes and surcharges (Include detailed descriptions of any taxes and surcharges):

There are no taxes on dark fiber. Estimated taxes on lit services are currently 31% for interstate and 9.5% for intrastate, but these are subject to change. We have included our tax addendum and FUSF certification in our response.

Pricing below is based on signing an initial 5-year term

**SCHEDULE B \*\***

**PRICING SCHEDULE FOR SPECIAL CONSTRUCTION,  
NON-RECURRING, AND RECURRING SERVICES, AND  
UPGRADES**

(must include pricing for up to three 5-year voluntary extensions)

<i>Please note, per Schedule A, Description of Services, the DISTRICT desires pricing for 10 Gbps for Years 1-3 40 Gbps for Years 4-10 and 100 Gbps for Years 11-20.</i>	Total annual recurring costs (by year)	
	Dark Fiber Lease	Lit Fiber Lease
	Bid Item 1	Bid Item 2
	10 Gbps Years 1-3*	10 Gbps Years 1-3*
	40 Gbps Years 4-10	40 Gbps Years 4-10
100 Gbps Years 11-20	100 Gbps Years 11-20	
Year Number		
1	\$162,000	\$162,000
2	\$162,000	\$162,000
3	\$162,000	\$162,000
Special Constr./Nonrecurring	\$0	\$0
Electronics/Optics*	n/a	Included

\*District Owns Equipment

These subtotals are based on an initial 5 year term

Sub-Total Initial Term

\$ 486,000

\$ 486,000

Year Number		
4	\$162,000	\$162,000
5	\$162,000	\$162,000
6	\$166,860	\$432,000
7	\$166,860	\$432,000
8	\$166,860	\$432,000
9	\$166,860	\$432,000
10	\$166,860	\$432,000
Special Constr./Nonrecurring	\$0	\$0
Electronics/Optics*	n/a	Included

\*District Owns Equipment

Sub-Total First Option Term

\$ 1,158,300

\$ 2,484,000

11	\$171,866	\$486,000
12	\$171,866	\$486,000
13	\$171,866	\$486,000
14	\$171,866	\$486,000
15	\$171,866	\$486,000
16	\$177,022	\$437,400
17	\$177,022	\$437,400
18	\$177,022	\$437,400
19	\$177,022	\$437,400
20	\$177,022	\$437,400
Electronics/Optics*	n/a	\$0

\*District Owns Equipment

<b>Sub-Total Second Option Term</b>	<b>\$ 1,744,440</b>	<b>\$ 4,617,000</b>
<b>Total of all Sub-Total Sections (Transfer Total to Bid Form)</b>	<b>\$ 3,388,740</b>	<b>\$ 7,587,000</b>

**\*\*Assumptions made in this pricing**

- 1) Years 1-5 at 10Gb lit
- 2) Years 6-10 at 40Gb lit
- 3) 3% CPI increase on dark fiber every 5 years
- 4) 10% discount on renewal of 100G in year 16
- 5) District signs an initial 5 year-term with (3) three 5 year renewals.



**SCHEDULE B**  
**(Continued)**

Instructions for **SCHEDULE B AND BID FORM (PAGE 16-17)**:

1. Total bid price is the sum of the 20-years fiber lease, special construction cost (if applicable) and District Owned Electronics/Optics. Please note: District requests upgrade to 100Gbps beginning in Year 11 of the 20 years.
2. In the event of a calculation error by BIDDER, District will add each individual item to determine the Correct Total Bid amount. The Corrected Total bid amount will be used as the BIDDERS bid response amount; otherwise the bid will be rejected as non-responsive.
3. BIDDER may bid both or any one solution for leased dark and lit fiber. If not providing a bid for either bid item, indicate "N/A" or "NO BID" or "LEAVE BLANK". **Do not indicate \$0.00.**



## MASTER TELECOMMUNICATIONS LICENSE AGREEMENT

<b>LICENSEE:</b>	<b>Rio Elementary School District</b>
<b>Address:</b>	<b>1800 Solar Dr, Oxnard, CA 93030</b>
<b>State of Organization:</b>	<b>California</b>

This MASTER TELECOMMUNICATIONS LICENSE AGREEMENT is effective as of the last date of execution below (“Effective Date”) by and between CROWN CASTLE FIBER LLC (“Crown Castle” or “Company”), and Licensee (as named above). This Master Telecommunication License Agreement and any and all Supplements (as defined herein) and exhibits hereto are collectively referred to as the “Agreement”. Crown Castle and Licensee are collectively referred to as the “Parties” or individually as a “Party”.

### 1. PRODUCTS, ORDER FORMS, AND SUPPLEMENTS.

**1.1 Products and Order Forms.** This Agreement applies to each telecommunications facility, or product, provided or licensed by Crown Castle to Licensee (each a “Product”). Each Product will be specified in an order form executed by the Parties (each an “Order Form”). Purchase orders issued by Licensee shall not be deemed to amend, modify or supplement this Agreement or any Order Form issued hereunder and shall not be legally binding on Crown Castle unless otherwise agreed in writing by Crown Castle.

**1.2 Supplements.** From time to time, the Parties may execute one or more supplements to this Agreement that may contain technical specifications, service level objectives, and other terms and conditions applicable to specific types of Products (each a “Supplement”). Upon execution by the Parties, each such Supplement shall be incorporated into this Agreement. In the event Crown Castle and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by an Order Form, then the product-specific portion of the then-current version of the “Crown Castle Terms and Conditions” available at <https://fiber.crowncastle.com/crown-castle-telecommunications-license-terms-and-conditions.pdf> (“Online Terms”), shall apply.

**1.3 Crown Castle Affiliates.** At Crown Castle’s option, Products may be provided or licensed by Crown Castle, or by an Affiliate of Crown Castle. Any charges or other amounts received by the Crown Castle under this Agreement, to the extent attributable to Products provided or licensed by an Affiliate of Crown Castle, shall be received by Crown Castle in its capacity as an agent on behalf of such Affiliate. Internet access will be provided by Crown Castle’s affiliate, Crown Castle Fiber Enterprise LLC. In addition, Order Forms may be executed by an Affiliate of Crown Castle, and in such event, any and all references to “Crown Castle” herein shall be deemed to be a reference to the applicable Affiliate of Crown Castle that executed such Order Form. The term “Affiliate” as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

### 2. TERM.

**2.1 Agreement Term.** The term of this Agreement commences on the Effective Date, and continues through the later of (i) five (5) years from Effective Date, or (ii) latest expiration of active Order Forms, unless earlier terminated as provided herein. This Agreement is a set of general terms and conditions, and does not obligate either Party to provide or pay for any Product other than as reflected in a particular Order Form executed by the Parties.

**2.2 Product Term.** The term (each a “Product Term”) for each Product begins on the Acceptance Date (as defined below) applicable to such Product, and remains in effect until the expiration of the initial Product Term specified in the applicable Order Form unless earlier terminated as provided herein. The Product Term shall automatically extend for consecutive month-to-month terms, unless either Party notifies the other of its intent not to renew at least thirty (30) days prior to the expiration of the then-current initial or renewal Product Term.

**2.3 Acceptance Date.** The “Acceptance Date” for each Product shall be the earliest of (a) the date on which Licensee delivers written notice of acceptance, (b) the date on which Licensee begins to use the Product, other than for testing purposes, or (c) the fifteenth (15th) calendar day following Crown Castle’s delivery of notice of the installation of the Product (such notice, a “Connection Notice”), unless Licensee notifies Crown Castle in writing within said two-day period of a Defect in the Product, specifying in detail the nature of such Defect. A “Defect” exists if the Product fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement (“Specifications”). Upon receipt of notice of a Defect, Crown Castle and Licensee shall work cooperatively to promptly remedy such Defect, and Crown Castle shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Licensee, Crown Castle will give Licensee written notice to cure such failure within five (5) calendar days. If Licensee fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

### 3. PAYMENT TERMS.

**3.1 Charges.** Crown Castle will invoice Licensee for any non-recurring charge ("NRC") associated with the Product upon or after execution of the applicable Order Form. The monthly-recurring charge ("MRC") associated with the Product shall begin to accrue on the Acceptance Date of such Product. Crown Castle will invoice Licensee the MRC associated with the Product in advance, except Crown Castle will invoice Licensee usage based charges (if any) associated with the Product in arrears. An MRC for a partial month will be pro-rated. Licensee shall be responsible for payment of the MRC for the entire Product Term specified in the applicable Order Form.

**3.2 Payments; Late Payments.** Licensee shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. In the event Licensee fails to make any payment by the Due Date, Licensee shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Crown Castle shall be entitled to recover from Licensee all collection costs, including attorney fees.

**3.3 Disputed Payments.** Licensee may in good faith dispute charges set forth in an invoice, provided Licensee notifies Crown Castle of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Licensee to so notify Crown Castle of any dispute shall constitute a waiver by Licensee of any dispute. In the event Licensee so disputes any amount in good faith, Licensee must submit a documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Licensee shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Licensee and Licensee previously paid the disputed amount to Crown Castle, Crown Castle will apply a credit to Licensee's account in the amount of the dispute. If the dispute is resolved in Crown Castle's favor and Licensee has withheld the disputed amount, Licensee must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

### 4. TAXES AND FEES.

**4.1 Taxes and Fees.** All charges set forth in an Order Form(s) are exclusive of, and Licensee shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) levied or imposed upon Crown Castle or Licensee in connection with the provision, sale or use of the Product or facility furnished to Licensee and which Crown Castle is required or permitted to collect from Licensee (collectively referred to as "Taxes"). Licensee shall not be responsible for, and Taxes will not include, taxes on Crown Castle's net income. If Licensee believes it is exempt from Taxes, Licensee shall provide Crown Castle with a valid and duly executed exemption certificate and any other information with respect to such exemption as Crown Castle may require; such certificate will be honored from the date that Crown Castle receives such certificate and additional information from Licensee. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Licensee shall reimburse Crown Castle for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

**4.2 REIT Status.** Licensee acknowledges that: (i) Crown Castle is directly or indirectly owned in whole or in part by an entity ("REIT Owner") that qualifies as a "real estate investment trust" ("REIT") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"); and (ii) Crown Castle and REIT Owner are therefore subject to operating and other restrictions under the Code. The Parties intend that this Agreement shall constitute a lease of the Products for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

### 5. CROWN CASTLE EQUIPMENT AND NETWORK; LICENSEE EQUIPMENT.

**5.1 Crown Castle Equipment; Crown Castle Network.** The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Crown Castle to provide Products ("Crown Castle Equipment") and Crown Castle's fiber optic cable network and associated optical/electronic equipment used to deliver Products, whether owned, leased or otherwise obtained by Crown Castle (the "Crown Castle Network") shall remain the sole and exclusive property of Crown Castle notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Order Form grants or conveys to Licensee any right, title or interest in any Crown Castle Equipment or the Crown Castle Network. Licensee may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Crown Castle Equipment or the Crown Castle Network without the prior written consent of Crown Castle. Licensee may not cause any liens to be placed on any Crown Castle Equipment or the Crown Castle Network, and will cause any such liens to be removed within ten (10) days of Licensee's knowledge thereof. Licensee shall be liable to Crown Castle for any loss or damage to the Crown Castle Equipment or Crown Castle Network caused by Licensee or Licensee's employees, contractors, agents or end users. Nothing herein shall prevent Crown Castle from using the Crown Castle Network and Crown Castle Equipment to provide products to other customers.

**5.2 Extension of Network.** To the extent an Order Form requires Crown Castle to complete construction, extend the Crown Castle Network and/or obtain additional Underlying Rights, Licensee shall use commercially reasonable efforts to assist Crown Castle in obtaining such Underlying Rights as necessary to provide the Product. Crown Castle may, without liability to either Party, terminate a Product prior to delivery, if Crown Castle encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Product, in the event that Crown Castle is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Licensee bears the costs of obtaining such Underlying Rights, Crown Castle may cancel the applicable Order Form and shall incur no liability to Licensee hereunder. Without limiting the foregoing, Crown Castle shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Product installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying

Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Crown Castle. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Crown Castle Network and/or for Crown Castle to provide a Product other than building access rights described in Section 7.1. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Products that are necessary for Crown Castle to provide a Product. "Off-Net Products" shall mean any products provided by a third-party. "On-Net Products" shall mean Products that use transmission and related facilities owned and controlled by Crown Castle.

**5.3 Licensee Equipment.** Licensee shall, at its own expense, procure any equipment necessary to implement or receive each Product ("Licensee Equipment"). Crown Castle will have no obligation to install, maintain, or repair Licensee Equipment. Promptly upon notice from Crown Castle, Licensee shall eliminate any hazard, interference or Product obstruction that any such Licensee Equipment is causing or may cause as reasonably determined by Crown Castle.

## **6. MAINTENANCE.**

**6.1 Scheduled Maintenance.** Crown Castle will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt the Product between 12:00 midnight and 6:00 a.m. local time or, upon Licensee's reasonable request, at a time mutually agreed to by Licensee and Crown Castle. Crown Castle will use commercially reasonable efforts to notify Licensee of scheduled maintenance that is reasonably expected to interrupt the Product via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Licensee shall provide a list of Licensee contacts for maintenance and escalation purposes, which may be included on the Order Forms, and Licensee shall provide updated lists to Crown Castle, as necessary.

**6.2 Emergency Maintenance.** Crown Castle may perform emergency maintenance in its reasonable discretion, with or without prior notice to Licensee, to preserve the overall integrity of the Crown Castle Network. Crown Castle will notify Licensee as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Product.

**6.3 Product Issues.** Licensee may notify Crown Castle's Network Operating Center ("NOC") of Product problems by telephone 888-LT-FIBER, or at the contacts listed in Crown Castle's Customer Support Information provided to Licensee, which may be updated by Crown Castle from time to time. If Crown Castle dispatches a field technician to Licensee or an end-user location and the problem is caused by (i) the Licensee Equipment or any end-user's equipment or (ii) any acts or omissions of Licensee or its end user, or of any of its or their invitees, licensees, customers or contractors, Licensee will pay Crown Castle for any and all associated time and materials at Crown Castle's then-standard rates.

## **7. IMPLEMENTATION REQUIREMENTS.**

**7.1 Access to Premises.** Unless otherwise provided for in the applicable Order Form, Licensee, at its own expense, shall secure throughout the Product Term any easements, leases, licenses or other agreements necessary to allow Crown Castle to use pathways into and in each building at which Licensee's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Crown Castle the right to access such premises to the extent reasonably requested by Crown Castle to install, maintain, repair, replace and remove any and all equipment, cables or other devices Crown Castle deems necessary to provide the Product. Upon expiration or termination of the applicable Product Term, Licensee shall grant Crown Castle access to its premises as necessary to enable Crown Castle to remove the Crown Castle Equipment. Crown Castle, its employees, contractors and agents shall have access to any Crown Castle Equipment or facilities at a Licensee or end user premises. Notwithstanding anything to the contrary herein, Crown Castle shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Licensee (including, but not limited to, the failure to provide Crown Castle prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Crown Castle hands off the Product to Licensee. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Licensee is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

**7.2 Space and Power.** Licensee shall procure and make available to Crown Castle, at Licensee's locations and at end user locations where a Product is provided or licensed, at Licensee's sole cost and expense, adequate space, AC power and HVAC for Crown Castle Equipment.

## **8. DEFAULT & REMEDIES**

**8.1 Default By Licensee; Suspension.** In the event (i) Licensee fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Licensee breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Crown Castle may, at its sole option, either (a) terminate any and all Products, (b) suspend the affected Product to which the breach is related without further notice to Licensee, and/or (c) pursue any other remedies available to Crown Castle at law, or in equity.

**8.2 Default By Crown Castle.** Licensee may terminate a Product in the event Crown Castle breaches this Agreement with respect to such Product and such breach is not cured within thirty (30) days after Crown Castle's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Licensee may not terminate the Product if Crown Castle commences to cure within said thirty (30) days and thereafter diligently and

continuously pursues such cure to completion, or Crown Castle provides Licensee reasonable assurance that the same breach to the same Product will not subsequently occur.

## 9. INSURANCE.

9.1 **Insurance.** Each Party shall procure and maintain the following insurance coverage:

- **Commercial General and Umbrella Liability Insurance.** Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. Each Party shall name the other Party as an additional insured to provide coverage for the additional insured on a primary and non-contributory basis. The coverage provided to the additional insured shall apply to the extent of the indemnification obligation identified in paragraphs 10.2.
- **Workers Compensation Insurance.** Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under an Order Form.

9.2 **Type and Proof of Insurance.** The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Product rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

## 10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT OR ANY ORDER FORM, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

CROWN CASTLE'S TOTAL LIABILITY TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY LICENSEE TO CROWN CASTLE FOR THE AFFECTED PRODUCT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL CROWN CASTLE BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UNAFFILIATED THIRD PARTIES, INCLUDING UNDERLYING PRODUCT PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR PRODUCTS NOT PROVIDED OR LICENSED BY CROWN CASTLE.

10.2. **Indemnification.** Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "**Indemnitees**") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "**Claims**") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any willful misconduct or negligent act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Licensee shall indemnify, defend, release, and hold harmless Crown Castle and its Indemnitees from and against any third-party Claims brought against such Crown Castle and its Indemnitees arising from or in connection with Licensee's (or its end users') unlawful use of a Product.

10.3. **Indemnification Process.** If a Party ("**Indemnifying Party**") is required to indemnify the other Party ("**Indemnified Party**") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that without the Indemnified Party's written consent, the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party, which would otherwise adversely affect the Indemnified Party, or which results in less than a full release of all claims.

## 11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CROWN CASTLE MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND CROWN CASTLE HEREBY

EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE PRODUCT WITH ANY LICENSEE OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Products (including but not limited to the FCC's "intermediate provider" requirements, 47 CFR § 64.2119, where applicable), and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

## 12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 **Confidentiality.** Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("**Proprietary Information**"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Order Form hereunder, and the terms and conditions of this Agreement, are hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates nor representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Products required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 **Service Marks, Trademarks and Publicity.** Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. **ASSIGNMENT.** Neither Party will assign or transfer this Agreement or any license or Order Form hereunder without the other Party's prior written consent, such consent not to be unreasonably withheld. Any assignment made in violation of this requirement shall be void and invalid. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party.

14. **FORCE MAJEURE.** Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Order Forms due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "**Force Majeure Event**").

15. **NOTICES.** Any request to terminate this Agreement, or any claim for breach thereof, shall be in writing and transmitted either via (i) overnight courier or hand delivery, or (ii) certified or registered mail, postage prepaid and return receipt requested, to the other Party at the following address. Notices shall be deemed delivered upon receipt.

### Address for Licensee Notices:

Rio Elementary School District  
1800 Solar Dr  
Oxnard, CA 93030  
Attention: Jarkko Myllari

### Address for Crown Castle Notices:

Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317  
Attention: Legal Department – Networks

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15. All other notices, requests, or communications may be transmitted by email as specified in the relevant invoice or Order Form, at <http://fiber.crowncastle.com/support>, or as otherwise directed by Crown Castle.

## 16. MISCELLANEOUS

**16.1 Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to its choice of law principles.

**16.2 No Third-Party Beneficiaries.** The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

**16.3 Relationship of the Parties.** The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

**16.4 Order of Precedence.** If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of an Order Form, the terms of the Order Form will control. If any conflict or contradiction exists between these general terms and conditions and the terms of an Order Form, the terms of the Order Form will control.

**16.5 Non-Exclusivity.** This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Crown Castle may, as part of its normal business undertakings, actively market its products to any person or entity anywhere in the world, including but not limited to in competition with Licensee and/or Licensee's end users.

**16.6 Non-Waiver.** The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Order Form, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

**16.7 Survival.** The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

**16.8 Headings.** Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**16.9 Severability; Void or Illegal Provisions.** If any part of this Agreement, Supplement or an Order Form shall be determined to be invalid or unenforceable by a court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Order Form. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

**16.10 Entire Agreement; Amendment.** This Agreement, including all Supplements, Order Forms, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

**16.11 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Order Forms are legally binding and shall act as originals for the purpose thereof.

**16.12 Disconnection Notice Requirement.** Licensee shall submit all requests for disconnection of Products in writing to Crown Castle. The effective date of any such disconnection will be the later of (i) thirty (30) days from Crown Castle's receipt of such disconnection request, or (ii) the date requested by Licensee in the disconnection request. Each disconnection request must specify the Licensee name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Product to which the disconnect request applies, the product type, and requested disconnection date. Upon termination of a Product, Crown Castle shall have the right (but not the obligation) to act on behalf of and as agent for Licensee to terminate all cross-connects relating to such Product, including cross-connects ordered by Licensee. Upon request Licensee shall confirm to the applicable supplier of the cross-connect(s) that Crown Castle is authorized to terminate such cross-connects on Licensee's behalf. Disconnections shall not affect Licensee's obligation to make payments as agreed in each Order Form.

The Parties have executed this Agreement as of the last date of execution below.

**LICENSEE:Rio Elementary School District**

**CROWN CASTLE FIBER LLC**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**DARK FIBER SUPPLEMENT  
TO THE  
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT  
LICENSEE: Rio Elementary School District**

This Dark Fiber Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between CROWN CASTLE FIBER LLC (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the Master Telecommunications License Agreement or Master Service Agreement between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**1. SCOPE OF SUPPLEMENT**

This Supplement applies to dark fiber licensed to Licensee under an Order Form that specifies dark fiber. This Supplement shall not apply to other products, including Ethernet, wavelength, Internet, or colocation.

**2. ADDITIONAL TERMS**

The following additional terms and conditions shall apply to the provision of licensed dark fiber.

“Cable” means fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Crown Castle has or will have access by ownership, lease, right to use, or otherwise.

“Dark Fiber” or “Fibers” means one or more specified strands of dedicated optical fiber within a Cable without optronics or electricity, subject to the terms of the Agreement.

“Licensee Fibers” or “Product” means the Fibers that are licensed to Licensee under an Order Form.

“Location” is an address wherein Crown Castle will hand off Licensee Fibers to Licensee.

“Product Credit” means a credit that Licensee may be eligible to receive pursuant to Section 7 below.

“Product Outage” means a loss of continuity or other material degradation of the Licensee Fibers such that Licensee is unable to utilize the Licensee Fibers for transmission of optical signals.

“Route” means the geographic path along which the Cable and Licensee Fibers are located.

“Route Segment” means a portion of the Route between any two Locations.

**3. SPECIFICATIONS**

**3.1 Specifications.** The Specifications applicable to the Licensee Fibers are set forth in the attached **Exhibit A**, incorporated herein by reference.

**4. USE OF AND ACCESS TO LICENSEE FIBERS; RELOCATION**

**4.1 License.** Subject to the terms and conditions set forth in the Agreement and this Supplement, Crown Castle and Licensee may from time to time execute one or more Order Forms pursuant to which Crown Castle grants to Licensee a license to use Licensee Fibers designated on the Order Form. Each Order Form will specify the number, identity, type, and route of the Licensee Fibers, and the permitted Locations where Licensee may access the Licensee Fibers. Crown Castle may not be the owner of the Licensee Fibers but may instead lease, license, or acquire a right to use such Licensee Fibers from a third party together with the right to sub-lease Licensee Fibers to Crown Castle’s Licensees.

**4.2 Limitations on Rights and Obligations.** In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

**4.2.1 Use by Licensee.** Licensee shall have no right or interest in the Licensee Fibers other than a license to use the Licensee Fibers. A license of Licensee Fibers does not convey any ownership interest in the Licensee Fibers or the

Cable. Licensee is solely responsible for all optical and other equipment required to enable Licensee to utilize the Licensee Fibers for optical communications.

**4.2.2 Use by Crown Castle.** Nothing herein shall be construed as limiting or restricting Crown Castle or its Affiliates in any manner from using its or their own Cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

**4.2.3 Subordination.** Licensee understands and agrees that Crown Castle's ability to grant Licensee the license to use the Licensee Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Crown Castle Network and the Licensee Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Licensee shall only have a license to use the Licensee Fibers or related facilities, expressly granted herein, and in no event shall such license be construed to be greater than the Underlying Rights to use such Licensee Fibers. Crown Castle shall not be liable for any acts or omissions by Crown Castle, its employees or affiliates that interfere with or otherwise affect Licensee's use of the Licensee Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable.

**4.2.4 Sublicensing.** Licensee shall not assign, sell, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use the Licensee Fibers to any third party without the prior written consent of Crown Castle.

**4.2.5 Access to Licensee Fibers.** Licensee may access the Licensee fibers only at the Demarcation Points specified in the applicable Order Form. Licensee may not access or take any action that impacts the Licensee Fibers or the Cable at any other locations.

### **4.3 Relocation.**

**4.3.1 Relocation Required By Crown Castle.** In the event that Crown Castle is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Crown Castle's reasonable control, to relocate or modify any or all Cable on the Route upon which the Licensee Fibers are located, Crown Castle's costs for any such work shall be shared on a pro rata basis with Licensee. Crown Castle shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Licensee Equipment or other Licensee property on the Licensee's side of the Demarcation Point. If the relocation or replacement of the Cable is requested or caused by a third party, Crown Castle shall attempt to obtain reimbursement of Crown Castle's costs from said third party. Notice to Licensee will be provided as soon as reasonably practicable. Neither Crown Castle nor any of its affiliates or agents shall incur liability for any Product Outage, disruption, degradation, interference, or interruption of any Product in connection with any such removal or relocation. Crown Castle and Licensee shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Licensee Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Specifications.

**4.3.2 Relocation Requested By Licensee.** Licensee may request relocation of the Licensee Fibers. Any such relocation shall be subject to Crown Castle's approval (which shall be in Crown Castle's sole discretion), the execution of an Order Form, and Licensee's payment to Crown Castle of such additional charges as Crown Castle may require. No relocation or replacement of the Cable or related facilities shall be performed without the prior written agreement of Crown Castle, which shall be in Crown Castle's sole discretion.

## **5. TERMINATION AND CONDEMNATION**

**5.1 Termination of Route Segment.** In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment may be terminated by Crown Castle without liability (unless due to a default by Crown Castle under any applicable Underlying Rights agreement), upon reasonable notice to Licensee, to the extent Crown Castle is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or other property as contemplated by the Agreement. If a Route Segment is terminated pursuant to this Section, Crown Castle shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Crown Castle to meet Licensee's needs, but under no circumstances shall Crown Castle be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Licensee Fibers on the Route Segments terminated under this Section 5.1.

**5.2 Condemnation Proceedings/Termination Rights.** If at any time during the Product Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Licensee Fibers upon giving the other

thirty (30) days prior written notice. If Licensee Fibers are terminated in accordance with this Section, the applicable license shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

**6. FEES**

Licensee shall pay the fees set forth in Order Forms executed hereunder. On January 1 of each year, the MRCs shall be escalated by three percent (3%). In addition, in the event that amounts charged to Crown Castle under any Underlying Rights are increased or Crown Castle's costs or expenses are increased due to any Underlying Rights, Crown Castle shall have the right to charge Licensee for its pro rata share of such increases, which shall be added to the MRCs to be paid by Licensee for the applicable Product Term.

**7. SERVICE LEVEL AGREEMENT**

**7.1 MTTR Objectives.**

**7.1.1 Mean Time to Respond.** "Mean Time to Respond" is the average time required for Crown Castle to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Crown Castle's receipt of notice of such failure.

**7.1.2 Mean Time to Repair.** "Mean Time to Repair" is the average time required to restore the Licensee Fibers to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Crown Castle's receipt of notice of such failure.

**7.2 Product Outage.** Subject to this Section 7, in the event of a Product Outage, Licensee may be entitled to a Product Credit as provided in Section 7.3 below. A Product Outage shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the Product Outage or Crown Castle's receipt of notice from Licensee of the Product Outage, and end when the Licensee Fibers are operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Order Form, in no event shall a Product Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

**7.3 Service Level Objective.** If Crown Castle fails to repair a Product Outage within eight (8) hours of notice from Licensee of such Product Outage ("Repair Window"), Licensee may be entitled to a Product Credit as follows:

Measurement Timeframe	Product Credit for Affected Product
Per Incident	1/30 <sup>th</sup> of the MRC of the affected Product for each consecutive twelve (12) hour period (or fraction thereof) after the Repair Window up to a maximum of 50% of the MRC

**7.4 Product Credits.** The number of minutes of separate and discrete Product Outages will not be cumulated to determine the applicable Product Credit. Product Credits hereunder may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits issued to Licensee hereunder shall be Licensee's sole and exclusive remedy at law or in equity on account of any Product Outage. Product Credits will not be issued to Licensee if Licensee's account with Crown Castle is in arrears. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products, and in the event of a Product Outage or other failure of any Off-Net Product provided by Crown Castle to Licensee, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying Crown Castle(s) for such Product Outage, in lieu of the above-stated Product Credits. In no event shall Crown Castle's total liability for all Product Outages and/or failure to meet any objectives or parameters set forth in this Supplement in any month exceed a credit equal to fifty percent (50%) of the MRC for the affected Product for such month.

**7.5 Product Credit Request.** Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event that gives rise to Licensee's right to request the Product Credit. Failure to request a credit within such period shall constitute a waiver of any claim for an Product Credit.

**7.6 Events Excluded From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, Licensee provided optical fiber, end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Licensee Fibers for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect in a Product, including lack of access due to utility safety restrictions;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event; or
- i. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement.

The Parties have executed this Supplement as of the last date of execution below.

**LICENSEE: Rio Elementary School District**

**CROWN CASTLE FIBER LLC:**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Fiber Specifications**

1. **Type and Constitution.** Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
<b><u>Glass Geometry</u></b>					
Mode Field Diameter at 1310 nm	( $\mu$ m)	9.2 $\pm$ 0.4	9.2 $\pm$ 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	( $\mu$ m)	10.4 $\pm$ 0.8	10.4 $\pm$ 0.8	8.1 $\pm$ 0.5	9.2 $\pm$ 0.8
<b><u>Fiber Attenuation</u></b>					
Maximum value at 1310 nm	(dB/km)	0.4	0.4	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.3	0.3	0.3	0.3

2. **Fiber Optic Specification**

- (a) Bi-directional splice value (“Splice Value”)  $\leq$  0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average (“Splice Attenuation Average”)  $\leq$  0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\Sigma \text{ Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements.

3. **Connectors**

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)  
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).

4. **Fiber Optic Test Parameters**

**I. Standard Fiber Optic Testing:**

- (a) **Bi-directional OTDR**  
 (i) Span traces will be captured at 1310nm and 1550nm. Traces will be provided in native format and / or PDF.  
 (b) **Bi-Directional Power Meter.**  
 (i) Bi-Directional power meter results will be furnished with light source data at 1550nm. Data will be supplied in a excel format with all locations clearly identified including demarcation details.

**II. Additional Fiber Optic Testing (for an additional charge):**

**(a) Optical Return Loss/Reflectance**

- (i) The ORL value measures the total light reflected back to the transmitter caused by the system components of the fiber under test and can degrade the performance by affecting the stability of the laser; this in turn can create bit errors.
- (ii) Specifications – ORL

Vendor and Telcordia specifications regarding Optical Return Loss are as follows:

Parameter	Required Threshold
Optical Return Loss	>30 dB

**(b) Polarization Mode Dispersion.**

- (i) PMD is caused by different polarizations of the light pulse traveling along the fiber at slightly different speeds due to imperfections of size and material properties along the length of the fiber. This causes the light pulses or waveforms to spread out or broaden causing possible bit error rate of the transmission signal. The higher the bandwidth, the shorter the pulse and the increase of importance of testing prior network turn up.
- (ii) Polarization-Mode Dispersion Measurement for Single-Mode Optical Fibers by Interferometry Method.
- (iii) PMD coefficient of the tested fiber should not exceed  $<0.2 \text{ ps/km}^{1/2}$ .

**(c) Chromatic Dispersion**

- (i) Chromatic Dispersion is the broadening or spreading of a pulse of light due to the nonzero spectral width of a transmission signal. The effects of chromatic dispersion can limit the network transmission rate or the length of fiber a signal can be transmitted before requiring re-generation.
- (ii) Specifications – Chromatic Dispersion
- (iii) Record the total Chromatic dispersion for the tested span, the value per kilometer should be within the range specified below.

Type	Dispersion @ 1550nm
SMF (ITU-T 6.652.D)	$\leq 18 \text{ ps}/(\text{nm} \cdot \text{km})$
ELEAF (ITU-T G.655)	$4 \text{ ps}/(\text{nm} \cdot \text{km})$
TrueWave RS (ITU-T G.655)	$4.5 \text{ ps}/(\text{nm} \cdot \text{km})$
TrueWave Classic (early G.655)	$2 \text{ ps}/(\text{nm} \cdot \text{km})$
DSF (ITU-T G.653)	$0 \text{ ps}/(\text{nm} \cdot \text{km})$
SMF-LS	$-1 \text{ ps}/(\text{nm} \cdot \text{km})$

**Note 1: DSF not recommended for DWDM**



**ETHERNET SUPPLEMENT  
TO THE  
MASTER TELECOMMUNICATIONS LICENSE AGREEMENT  
LICENSEE: Rio Elementary School District**

This Ethernet Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between CROWN CASTLE FIBER LLC (“Crown Castle”) and Licensee, and is hereby incorporated into and made a part of the Master Telecommunications License Agreement or Master Service Agreement between Licensee and Crown Castle (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Agreement. Section and subsection headings contained in this Supplement are inserted for convenience of reference only, shall not be deemed to be a part of this Supplement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**1. SCOPE OF SUPPLEMENT**

This Supplement applies to Ethernet licensed to Licensee under an Order Form that specifies Ethernet. This Supplement shall not apply to other products, including dark fiber, wavelength, Internet, or colocation.

1.1 “Ethernet” or “Product” means a method of switched communication between or among two or more Locations using the Ethernet protocol defined by IEEE 802.3. Ethernet may be ordered and provisioned either as On-Net Products or Off-Net Products. Ethernet includes, without limitation, the following types of Products:

- (a) ***E-Line or Fixed Wireless E-Line (if fixed wireless technology is utilized)***: a port-based Product providing dedicated UNIs for point to point connections. E-Line supports a single EVC between two (2) UNIs.
- (b) ***Ethernet Virtual Private Line (EVPL) or Fixed Wireless Ethernet Virtual Private Line (EVPL) (if fixed wireless technology is utilized)***: a VLAN based Product providing multiplexed UNIs allowing multiple EVCs per UNI.
- (c) ***Ethernet LAN (E-LAN) or Fixed Wireless Ethernet LAN (E-LAN) (if fixed wireless technology is utilized)***: a VLAN based meshed Product providing many-to-many communication with dedicated or service-multiplexed UNIs. E-LAN supports transparent LAN and multipoint Layer 2 VPNs.
- (d) ***Metro-E Advanced Private Line or Fixed Wireless Metro-E Advanced Private Line (if fixed wireless technology is utilized)***: dedicated point-to-point switched Ethernet provided within a metro area over dedicated fiber transport and/or fixed wireless transport if fixed wireless technology is utilized.
- (e) ***ENNI (External Network to Network Interface)***: an interconnection point between the Crown Castle and Licensee Ethernet networks as defined in MEF Specification 26.

1.2 “Class of Service” or “CoS”: Crown Castle offers CoS with Ethernet. CoS enables Licensee to differentiate traffic by assigning Bandwidth with various classes of network priority designated by Licensee. If Licensee elects CoS, (i) Licensee’s traffic must be marked by Licensee in accordance with Crown Castle’s available classes of network priority, and (ii) Licensee traffic will be prioritized in accordance with the assigned network priority. If Licensee does not elect CoS, Licensee’s traffic will be treated with the default network priority level. Crown Castle offers the following classes of CoS ranging from highest to lowest in terms of network priority:

- Mission Critical
- Business Critical
- Business Priority
- Standard (Default class for all Ethernet)

1.3 **Protection Options.** Ethernet comes with various Protection Options, as described below.

Protection Option	Description	Minimum Location Requirements			
		Space	Power	Environmental Control	Back Up Power
<b>Unprotected (Level A Access)</b>					
1	Level A Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub (or for Metro-E Advanced Private Line or Fixed Wireless Metro-E Advanced Private Line Products - the lateral segments supporting the respective Product) to the point of entry of the Location) is provided over a single transmission path by fiber and/or fixed wireless without protection. Level A Access consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment; and (v) one (1) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(2)	(4)	Not applicable
<b>Optical Protection (Level AA Access)</b>					
2	Level AA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate transmission paths by fiber and/or fixed wireless, one of which is the working (primary) path and the other the protect (secondary) path. Crown Castle is responsible for managing the Failover Switching at each Location. Level AA Protection consists of the following minimum requirements at each Location: (i) a single point of entry into the Location; (ii) one (1) Crown Castle Equipment chassis; (iii) one (1) port; (iv) a 2-fiber handoff to the Licensee from the Crown Castle Equipment; and (v) one (1) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(2)	(4)	(6)
<b>Dual Path Protection (Level AAA)</b>					
3	Level AAA Access means the access portion of the Ethernet (i.e. the segments from the last Crown Castle Network switching hub to the point of entry of the Location) is provided over two (2) separate transmission paths by fiber and/or fixed wireless, one of which is the working (primary) path and the other the protect (secondary) path. Failover Switching at each Location will be provided by Licensee or by Crown Castle as specified in the Order Form. Level AAA Protection consist of the following minimum requirements at each Location: (i) two (2) separate points of entry into the Location; (ii) two (2) Crown Castle Equipment chassis; (iii) one (1) line card per chassis; (iv) 4-fiber handoff to the Licensee from the Crown Castle Equipment, with two fibers handed off from one of the Crown Castle Equipment chassis and two fibers handed off from the other Crown Castle Equipment chassis; (v) Licensee Equipment must have hardware redundancy (i.e., separate cards, one for one of the 2-fiber handoffs and the other for the second 2-fiber handoff); and (vi) two (2) Crown Castle fixed wireless receiver equipment chassis if fixed wireless technology is utilized by Crown Castle for the applicable Product.	(1)	(3)	(5)	(7)

- (1) Secure space for Crown Castle Equipment at each Location with 24x7x365 access.
- (2) Dedicated electrical circuit for Crown Castle Equipment (i.e. the circuit has no other load from the Crown Castle Equipment to a circuit breaker) at each Location from the public utility.
- (3) Redundant, dedicated electrical circuit at each Location from the public utility (i.e. each power circuit is fed from a different circuit breaker panel and has its own circuit breaker).
- (4) For Crown Castle Equipment installed indoors - Substantially dust free with temperature control that maintains temperature between 50 and 80 degrees Fahrenheit and humidity control that maintains relative humidity below 80%.
- (5) For Crown Castle Equipment installed indoors - Substantially dust free with temperature control that maintains temperature between 60 and 80 degrees Fahrenheit and humidity control that maintains relative humidity between 40% and 60%.



(6) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of four (4) hours of standby power.

(7) Crown Castle (or Licensee if the Parties agree) to install and maintain a minimum of eight (8) hours of standby power and Licensee shall provide emergency power generation.

## 2. ADDITIONAL DEFINITIONS

“Bandwidth” or “BW” means the amount of data (quantified as “Mbps” or “Gbps”) made available to Licensee.

“Ethernet Virtual Connection” or “EVC” is a logical connection between two or more UNIs.

“Failover Switching” means the automatic restore and reroute of a Product to an alternate transmission path.

“Location” is an address wherein Crown Castle will hand off Ethernet to Licensee.

“Product Availability” means the percentage of minutes during a calendar month that the licensed Product has not incurred a Product Outage. Product Availability is calculated as follows: (43,200 - total number of minutes of Product Outage during the calendar month) divided by 43,200.

“Product Credit” means a credit that Licensee is eligible to receive if Crown Castle fails to meet the parameters set forth in Section 5.2 below.

“Product Outage” means a complete interruption of communications between any two (2) or more Locations.

“Product Performance Failure” means a failure of the Product to meet any performance parameters set forth in Section 5.2(B) through 5.2(D) below. Product Performance Failure is not a Product Outage.

“User Network Interface” or “UNI” means the interface used to interconnect Licensee to the Crown Castle Network which provides a reference point for demarcation between the Licensee’s network and the Crown Castle Network.

“Virtual Local Area Network” or “VLAN” means a data communication network, configured using the IEEE 802.1q standard that logically interconnects computers and network devices, allowing a group of hosts to communicate, regardless of Location, as if they were attached to the same physical media.

“VPN” means a virtual private network.

## 3. SPECIFICATIONS

3.1 The Specifications applicable to Ethernet are as follows:

Technical Specifications:

- IEEE 802.3

## 4. USE BY LICENSEE

4.1 **Interstate Traffic.** Licensee acknowledges that Crown Castle has no ability to determine whether the communications traffic carried via the licensed Ethernet is jurisdictionally interstate or intrastate. Licensee acknowledges and agrees that the communications traffic to be carried via the Crown Castle Network shall be treated as jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed-use “10% Rule” (47 CFR 36.154, 4 FCC Rcd. 1352), unless Licensee provides timely written certification on Crown Castle’s prescribed form that the traffic is jurisdictionally intrastate under the 10% Rule.

4.2 **Permitted Use.** Licensee may use the Ethernet for its own use. Licensee acknowledges that Crown Castle does not monitor the content of the Ethernet traffic unless required by law and Licensee shall be solely liable and responsible for the content of any communications transmitted via the Ethernet.

## 5. SERVICE LEVEL AGREEMENT

5.1 **Product Service Level.** Subject to this Section 5, in the event of a Product Outage to any licensed Ethernet or a Product Performance Failure, Licensee may be entitled to a Product Credit in accordance with the applicable Service Level Objective set

forth in Section 5.2 below. A Product Outage, or Product Performance Failure as the case may be, shall be deemed to begin upon the earlier of Crown Castle's actual knowledge of the same or Crown Castle's receipt of notice from Licensee of the same, and end when the Product is operational and in material conformance with the applicable Specifications. Notwithstanding anything to the contrary in this Supplement, the Agreement or any Order Form, in no event shall a Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product be deemed to be or constitute a breach by Crown Castle of this Supplement, the Agreement or any Order Form.

**5.2 Service Level Objectives.**

**A. Product Availability**

If the total minutes of Product Outage in any month exceeds the number of minutes or hours set forth in the table below, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

Quality Level	Product Availability Objective	Measurement Timeframe	Product Credit		
			Cumulative Duration of Product Outage(s)	% of MRC	
<b>On-Net - Level A Access</b>					
1	Product Availability	99.9%	One Month	0 to 43.2 mins.	0%
				>43.2 mins. to 10 hrs.	5%
				>10 hrs. to 16 hrs.	10%
				>16 hrs. to 24 hrs.	20%
				>24 hrs. to 36hrs.	40%
				> 36 hrs.	50%
<b>On-Net - Level AA Access</b>					
2	Product Availability	99.99%	One Month	0 to 4.32 mins.	0%
				>4.32 mins. to 30 mins.	5%
				>30 mins. to 1 hr.	10%
				>1hrs. to 8 hrs.	20%
				>8 hrs. to 16 hrs.	30%
				>16 hrs. to 24 hrs.	40%
>24 hrs.	50%				
<b>On-Net - Level AAA Access</b>					
3	Product Availability	99.999%	One Month	0 to 43 secs.	0%
				> 43 secs. to 4 mins.	5%
				>4 mins. to 10 mins.	10%
				>10 mins. to 2 hrs.	20%
				>2 hrs. to 8 hrs.	40%
				>8 hrs.	50%

**B. Network Latency**

"Network Latency" is the average round-trip transmission time (in milliseconds) for packets to travel on the Crown Castle Network (including, but not limited to, link insertion delays, propagation delays and queuing delays in the Crown Castle Network). Network Latency is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle's designated points of presence.

If Network Latency in any month exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

NETWORK LATENCY				
	CoS Designation -		% of MRC	
Domestic US	Standard	Business Priority	Business Critical	Mission Critical
>120ms	10%	20%	30%	50%

**C. Frame Delivery Rate (Packet Delivery)**

“Frame Delivery Rate” is the ratio of performance test frames successfully received from the Crown Castle Network relative to the number of performance test frames offered to the Crown Castle Network. Frame Delivery Rate is determined by Crown Castle by averaging sample measurements taken each calendar month between Crown Castle’s designated points of presence.

If Frame Delivery Rate in any month is less than the percentages set forth in the left column of the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

<b>FRAME DELIVERY RATE</b>				
	<b>CoS Designation -</b>		<b>% of MRC</b>	
<b>Domestic US</b>	<b>Standard</b>	<b>Business Priority</b>	<b>Business Critical</b>	<b>Mission Critical</b>
99.999% or greater	No Credit	No Credit	No Credit	No Credit
99.99% to 99.998%	No Credit	No Credit	No Credit	10%
99.9% to 99.98%	No Credit	No Credit	10%	20%
99% to 99.8%	No Credit	10%	20%	30%
Less than 99%	10%	20%	30%	50%

**D. Frame Delay Variation (Jitter)**

“Frame Delay Variation”, also known as packet jitter, is a measurement of the average variation (measured in milliseconds) in the time delay for packet transfers between two performance test frames. Frame Delay Variation is determined by Crown Castle by averaging sample measurements taken each calendar month between designated points of presence.

If Frame Delay Variation in any month exceeds the number of milliseconds set forth in the table below and such failure is quality-impacting, Licensee shall be entitled to a Product Credit equal to the percentage of the applicable MRC set forth in the following table:

<b>FRAME DELAY VARIATION</b>				
	<b>CoS Designation -</b>		<b>% of MRC</b>	
<b>Domestic US</b>	<b>Standard</b>	<b>Business Priority</b>	<b>Business Critical</b>	<b>Mission Critical</b>
2ms or less	No Credit	No Credit	No Credit	No Credit
>2ms to 3ms	No Credit	No Credit	No Credit	10%
>3ms to 4ms	No Credit	10%	15%	30%
>4ms	10%	20%	30%	50%

**5.3 Product Credits.** Product Credits hereunder are calculated as a percentage of the MRC set forth in the Order Form, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Licensee by Crown Castle. Product Credits hereunder may be paid only once per any given billing cycle. Product Credits issued to Licensee hereunder shall be Licensee’s sole and exclusive remedy at law or in equity on account of any Product Outage and/or Product Performance Failure and/or any other defect or failure in the Product. Product Credits will not be issued to Licensee if Licensee’s account with Crown Castle is in arrears. If an incident affects the performance of the Product and results in a period or periods of interruption, disruption, failure or degradation in quality, entitling Licensee to one or more credits under multiple quality level standards, only the single highest credit with respect to that incident will be applied, and Licensee shall not be entitled to credits under multiple quality level standards for the same incident. Notwithstanding anything to the contrary herein, the above-stated Product Credits shall not apply to Off-Net Products; in the event of a Product Outage or Product Performance Failure, Crown Castle agrees to pass through a credit equal to the credit received by Crown Castle from its underlying provider(s) for such Product Outage or Product Performance Failure, in lieu of the above-stated Product Credits. In no event shall Product Credits in any month for any and all interruptions, disruptions, failures, and/or degradations in quality (including, without limitation, any Product Outage or Product Performance Failure) exceed fifty percent (50%) of the MRC for the affected Product for that month.

**5.4 Product Credit Request.** Licensee must submit a written request to claim a Product Credit no later than thirty (30) days following the event which gives rise to Licensee’s right to the Product Credit. Failure to request a Product Credit within such period shall constitute a waiver of any claim for a Product Credit.

**5.5 Events Excepted From Product Credit.** Notwithstanding the foregoing, Licensee shall not receive any Product Credit for any Product Outage, Product Performance Failure, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Licensee's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Licensee Equipment, end user equipment or Licensee's vendor's equipment;
- c. Failure of electrical power not provided by Crown Castle;
- d. Election by Licensee, after requested by Crown Castle, not to release the Product for testing and repair;
- e. Crown Castle's inability to obtain access required to remedy a defect;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Product at the request of Licensee;
- h. Force Majeure Event;
- i. Unavailability of spectrum not due to the fault or negligence of Crown Castle when fixed wireless is utilized in the provisioning of the Product;
- j. Disconnection or suspension of the Product by Crown Castle pursuant to a right provided under this Agreement; and/or
- k. Crown Castle's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

**LICENSEE: Rio Elementary School District**

**CROWN CASTLE FIBER LLC:**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**2023 ANNUAL CERTIFICATION FOR FEDERAL UNIVERSAL SERVICE FUND**

Dear Customer:

Federal law requires each Crown Castle affiliate<sup>1</sup> (collectively, "Crown") to pay Federal Universal Service Fund ("FUSF" or "Federal USF") charges on interstate and international telecommunications services provided to you **UNLESS** your services qualify for an exclusion. Should you fail to return this Certification, Crown will assume that your services are assessable FUSF revenues.

Generally, telecommunication services are excluded from FUSF charges only if they are either

- (i) **resold** by you as telecommunications or Interconnected VoIP, at least in part, and you in turn pay FUSF charges on the services you provide to your customers, or
- (ii) if the service provided by Crown is **jurisdictionally intrastate**, which, for non-switched services, means that 10% or less of the traffic on the telecommunication circuits crosses state lines.

Customers claiming an exclusion from FUSF charges are required to certify the basis of the exclusion .

**RESELLERS:** If you resell the services provided by us and you are a FUSF filer and contributor, please complete and sign and return the **Reseller Certification**. This certification is required annually.

**END USER:** If you use our services for your own operational purposes (i.e., you do not resell these services as a carrier) and you have not previously completed an End User Certification, please complete, sign and return the **End User Certification**.

Crown Castle utilizes the service provider TTR to collect and administer its FUSF certificates as well as numerous state and local certificates. If you are providing your certificate via email, please email it to [crown-castle-fiber-llc@ttrecms.com](mailto:crown-castle-fiber-llc@ttrecms.com). If you have an account or billing question, please send an email to the Fiber Billing Help Desk at [FiberBillingHD@crowncastle.com](mailto:FiberBillingHD@crowncastle.com).

.....  
**Thank you for your cooperation. If you have any questions, please send an email to [FiberBillingHD@crowncastle.com](mailto:FiberBillingHD@crowncastle.com)**

<sup>1</sup>

Crown Castle Fiber LLC (formerly Lighttower Fiber Network II, LLC) is a wholly-owned, indirect affiliate of Crown Castle International Corp.

The operations of 24/7 Mid-Atlantic Network, LLC; Crown Castle Solutions LLC; Fibernet Direct Florida LLC; Fibernet Direct Texas LLC; Freedom Telecommunications, LLC; Sunesys, LLC; Wilshire Connection, LLC; Lighttower Fiber Networks I, LLC; and Fiber Technologies Networks, LLC, merged into Crown Castle Fiber LLC effective December 31, 2018.

FEDERAL UNIVERSAL SERVICE FUND

RESELLER CERTIFICATION

The undersigned is a Reseller/Carrier of the Service

Please check A or B:

- A. The service(s) we purchase and will purchase from Provider (identified below) is for resale at least in part, and we incorporate the services that are or will be purchased into our own offerings which are, at least in part, assessable U.S. telecommunications or interconnected Voice over Internet Protocol service, and:

(a) We contribute directly to the Federal USF; and/or

(b) Where we do not contribute to the FUSF, each entity to which we resell Provider's service is itself an FCC Form 499 worksheet filer and a contributor to the FUSF, or we have a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenue from offerings that incorporate the purchased services,

except with respect to the following Provider service orders (if any), which are not exempt from FUSF (attach additional sheets if necessary):

OR

- B. We are a 499 Filer; however, we do not contribute to the Federal USF due to the nature of our customer base. Services are subject to Federal USF Surcharges.

If you selected A. above, you understand and agree that:

1. The Customer acknowledges that Provider may provide a copy of this Certification to the Universal Service Administrator, the FCC, state regulatory authorities, legal counsel, or an auditor.
2. The Customer acknowledges that Provider's determination of exemption will be based upon the information provided by the Customer in this Certification. In the event Provider exempts the Customer from the payment of FUSF related charges (in whole or in part) based upon the information, representations and certifications contained in this Certification, and Provider thereafter determines that the exemption was granted based upon the Customer's false, inaccurate, or erroneous information, then Provider may bill the Customer, and the Customer will pay, the FUSF related charges that were not billed as the result of the exemption, plus applicable late fees. Accordingly, if the Customer does not provide accurate or timely information to Provider, the Customer may be responsible for payment to both Provider and the Universal Service Administrator for contribution to Universal Service support mechanisms. Furthermore, the Customer agrees to indemnify and hold harmless Provider from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

3. If, at any time, the Customer's information, representations or certifications made hereunder are no longer accurate, the Customer will notify Provider within thirty (30) calendar days by completing and submitting a new Certification form or written request to cancel this Certification. Otherwise, this Certification will remain in effect during the year in its entirety. Customer understands and agrees that in the event Customer's representations or certifications made hereunder are no longer accurate and a new Certification form or cancellation of this Certification occurs within the calendar year noted on the previous page, such changes will apply prospectively only and Provider shall have no obligation to either retroactively charge or credit any FUSF fees that may be affected by such changes to this certification.

4. The individual named below is a representative of the Customer and is authorized to make the representations and certifications contained herein on behalf of the Customer.

I certify under penalty of perjury that my company is purchasing service(s) for resale, and that the company is incorporating the purchased services into its own offerings which are, at least in part, U.S. telecommunications or interconnected Voice over Internet Protocol services. I also certify under penalty of perjury that the company either directly contributes or has a reasonable expectation that another entity in the downstream chain of resellers directly contributes to the federal universal service support mechanisms on the assessable portion of revenues from offerings that incorporate the purchased services.	
Full Name (printed):	
Title:	
Signature:	
Date:	
Customer Legal Name:	
Account Number (on Invoice):	
Customer FCC Form 499 Filer ID (required):	
Customer FCC Form 499 Certification Contact Name:	
Phone number of Contact person:	
Email address for FUSF certification requests:	

**Provider Name:**

**Provider Address:**

## END USER CERTIFICATION

**Provider (“Seller”):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**The Federal Communications Commission (“FCC”) classifies non-switched services as interstate based upon the nature of the traffic over the non-switched service, rather than the physical endpoints of the facilities over which the service(s) is delivered. Internet traffic is considered interstate.**

**You are the End User of the Service—Please check A or B**

A.  With respect to dedicated (non-switched) circuits we purchase from Seller, no more than 10% of the traffic carried by means of the non-switched service that is being purchased from Seller is jurisdictionally interstate, pursuant to the FCC’s mixed use rule (47 C.F.R. § 36.154(a)), except with respect to the following service orders (if any), which carry greater than 10% interstate traffic are thus interstate services that are not exempt from the Federal Universal Service Fund (“Federal USF” or “FUSF”) (attach additional sheets if necessary):

**OR**

**Services are Subject to Federal USF Surcharge**

B.  We do not meet the exemption set forth above.

The undersigned customer acknowledges and agrees that: (i) it has a duty to update this certification within thirty (30) days to the extent to that its usage changes and this Certificate is no longer accurate with respect to any Service(s); and (ii) Seller may provide a copy of this Certificate to the Universal Service Administrator, the FCC, state regulatory agencies and taxing authorities, legal counsel, or an auditor.

Customer acknowledges that Seller’s determination of jurisdiction of the Services will be based upon the information provided by Customer in this Certificate. If Seller determines that the jurisdiction has been established based upon Customer’s false, inaccurate, or erroneous information, then Seller may bill Customer, and Customer will pay, any applicable taxes, fees, and surcharges that were not billed based upon the prior determination of jurisdiction, plus applicable late fees. Customer agrees to indemnify and hold harmless Seller from any and all claims arising from any breaches of the certifications made hereunder.

Signer’s Full Name (printed):	
Signer’s Title:	
Signature:	
Date:	
Customer Legal Name:	
Account Number (on Invoice):	
Customer Contact Name:	
Phone Number of Contact Person:	
Email Address for FUSF Certification Requests:	



Proposals must be received electronically, no later than the date on page 1 at which time the proposals will be opened and evaluated. Provide electronic responses to Jarkko Myllari at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org). To verify receipt of your proposal, a reply will be emailed to the address for each proposal submitted. Any bid not including Attachment A and a signed E-rate Terms and conditions may be rejected as non-responsive. The Board of Trustees will be asked to approve the successful service provider or to reject all proposals at the next scheduled Board meeting. The successful service provider must enter into a signed agreement no later than 14 days after the award.

Any questions should be directed to Jarkko Myllari and Antony Lyons via email at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org) and [alyons@rioschools.org](mailto:alyons@rioschools.org) no later than the date in the table on page 1.

In keeping with the USAC-SLD Guidelines to ensure a fair and open competitive bid process, all answers to questions will be posted on the [Project FAQ website](#).

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

### 1) E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

### 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.
- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC

<https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website:  
<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential

pursuant to §54.504 (2)(i)(ii).

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website:

<https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website:

<https://www.usac.org/about/reports-orders/supply-chain/>.

f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

#### 4) STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

#### EARLY FUNDING CONDITIONS

##### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

## Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

## 5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively,

should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) procurement of additional goods and/or services/coterminous expiration

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of Crown Castle Fiber LLC (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: Sarah Wilkens Title: Senior Attorney

Phone Number: 786-701-7288 Email: Sarah.Wilkens@crowncastle.com

Service Provider Name: Crown Castle Fiber LLC

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# Spectrum Enterprise

## Proposal for Rio Elementary School District

Form 470 Number: 230008975

Submission Date: 2/6/2023

Presented To:  
Jarkko Myllari  
2500 E Vineyard Ave.  
Oxnard, CA 93036  
jmyllari@rioschools.org

Presented By:  
Bonny Thompson  
Strategic Account Manager - Gov't/Ed  
17777 Center Court Dr Suite 800  
Cerritos, CA 90703  
(562) 677-0472  
bonny.thompson@charter.com



Monday, February 6, 2023

Jarkko Myllari  
2500 E Vineyard Ave.  
Oxnard, CA 93036  
[jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

Dear Jarkko:


Spectrum Enterprise\* ("Spectrum") is pleased to submit the enclosed proposal in response to your Request for Proposal ("RFP"). Our response demonstrates Spectrum's ability to provide network solutions that will enable Rio Elementary School District to satisfy its technology needs.

Spectrum provides advanced broadband services nationally to more than 16,000 schools and libraries, representing over 2,500 school districts. Affordable broadband access is delivered to over eight million students, enabling digital teaching and learning within the classroom.

Partnering with Spectrum provides our customers the foundation for new opportunities, innovation, and exceptional experiences, along with industry-leading customer services and support.

Thank you for the opportunity to respond to your RFP. Bonny Thompson is leading Spectrum's effort. Please do not hesitate to contact Bonny at (562) 677-0472 and [bonny.thompson@charter.com](mailto:bonny.thompson@charter.com).

Sincerely,

DocuSigned by:  
  
2D5A4DC4749F496...  
Jeffrey S. Painting  
Senior Vice President, Enterprise Sales and Marketing

---

\* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity submitting this proposal is Charter Communications Operating, LLC, a subsidiary of Charter Communications, Inc.

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## **TERMS OF OFFER**

This proposal alone shall not be considered an acceptance of an offer by Rio Elementary School District ("Customer" or) or otherwise be sufficient to create a binding contract between Rio Elementary School District and Spectrum.

Spectrum's bid is based upon services being delivered under the terms of the Spectrum Service Agreement which incorporates the Spectrum Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or successor URL) plus any related attachments, Service Level Agreements and applicable Service Order(s) (collectively, the "Agreement").

Spectrum remains open to negotiating the Agreement, and once a mutually negotiated contract is entered into by the parties, it shall supersede and replace any terms and conditions of the RFP.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum.

In the event of a bid award to Spectrum by Rio Elementary School District based on this proposal, if the full Agreement is not executed by the applicable FCC submission deadline due to delays in negotiation, and the parties have not terminated such negotiations, then for purposes of FCC rules and related USAC requirements, an agreement incorporating the terms of the Spectrum Service Agreement and the bid locations, services, bandwidth capacities, and pricing contained in this proposal will be deemed to exist.

The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

The qualifications stated herein apply to all parts, provisions, and documents of the RFP and Spectrum's response, regardless of whether an explicit exception or qualification is taken thereto by Spectrum.

## TERMS AND ABBREVIATIONS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The terms used to describe specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and their corresponding abbreviations for your convenience.

GENERAL TERMS	ABBREVIATION
INFORMATION TECHNOLOGY	IT
SERVICE PROPOSAL TERMS	ABBREVIATION
MONTHLY RECURRING CHARGE	MRC
ONE-TIME CHARGE	OTC
QUANTITY	QTY
INTERNET PROTOCOL	IP
ETHERNET SERVICES TERMS	ABBREVIATION
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
ENTERPRISE AND STRATEGIC MARKETS NETWORK OPERATIONS CENTER	ESM NOC
SERVICE LEVEL AGREEMENT	SLA

## EXECUTIVE SUMMARY

Spectrum is pleased to provide this response illustrating our ability to provide Rio Elementary School District with network solutions. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

### Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-Rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools and libraries. Federally funded E-Rate discounts have made today's technology more affordable.

### Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-Rate accounts. We understand the E-Rate program and how best to benefit from it. Our experience in this area will provide E-Rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

### Get Powerful Services with the Financial Benefits of E-Rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-Rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-Rate program.

### Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Rio Elementary School District will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign an account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs
- ▶ **E-Rate Specialists:** experienced with E-Rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Enterprise Network Operations Center:** 24/7 facilities that continuously monitor the network

E-Rate clients have direct access to our Government Subsidized Programs (“GSP”) department who specialize in E-Rate and California Teleconnect Fund (“CTF”) programs. To support E-Rate program participation, Spectrum:

- ▶ Provides to client a Federal Communications Commission (“FCC”) Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the customer accompanying Receipt Acknowledgement Letter (“RAL”) Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors Service Provider Invoicing (“SPI”) submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

## IMPLEMENTATION PLAN

Upon award of the project, Spectrum will meet with Rio Elementary School District's technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. A project work schedule will be jointly prepared with Rio Elementary School District, identifying key project milestones.

### Sample Implementation Timeline

Description	Resource	Result	Time Duration
Project Initiation	Internal	Project released to Service Delivery. Project manager makes contact with Customer	1 week
Project Initiation	Internal	Internal kickoff design / BOM review, develop deployment strategy, review timelines, risks, project materials ordered, construction tasks begin	1 week
Project Execution	External	External kickoff call with Customer	1 week
Project Execution & Control	Internal / External	Recurring internal / external project meetings to update status, review action items, and go over project risks	1 week
Project Execution & Control	Internal / External	Weekly recurring internal and Customer project meetings, material receipt, fiber construction activities, facility build-outs, core equipment deployment, provisioning, risk mitigation, CPE deployment, test and turn-up for sites that become ready	4 weeks
Project Closure	Internal / External	Test and turn-up documents delivered to customer, CB NOC enrollment for monitoring	1 week

Spectrum's project implementation plan is to be used as an estimate only. Milestones are projected dates. Actual dates and time frames may vary due to, but not limited to, inclement weather.

The team that will be assigned to this project is experienced in designing, implementing and maintaining large scale networks. We have project managers in-house who will be dedicated to this project and who will be the point of contact for the entire project life cycle. Our project managers understand the importance of deadlines and meeting customer expectations.

Spectrum operates with a team concept so that cross-checking of work outputs and resource backup is always in place, and more than one individual understands each process from beginning to end. Qualified personnel with depth of knowledge in the same processes and procedures used in this project are accessible in the event an assigned team member becomes unavailable.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum provided and owned Cisco or comparable switch(es), as applicable, at Rio Elementary School District's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. Once installation and testing are complete, Rio Elementary School District will be notified that the service is available for use.



## ETHERNET SERVICES

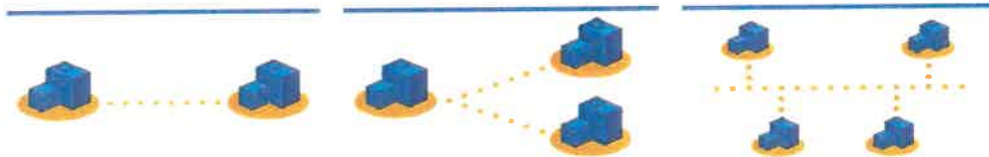
Link your locations with nationwide reach, leverage bandwidth-intensive applications, connect to leading cloud service providers and fortify your business continuity plans. Do it all with customized Ethernet Services from Spectrum Enterprise.

### Ethernet Services Overview

Simplify your wide-area network (WAN) infrastructure for secure, seamless collaboration. Cost-effectively connect your locations with simple, flat-rate pricing. Empower your IT staff with network visibility via a secure Ethernet services portal providing real-time status updates and reporting capabilities.

Ensure network reliability by partnering with one of the largest Ethernet providers in the U.S. with more MEF CECP 2.0-certified professionals than any other provider. This means your evolving business can depend on Ethernet services from an industry leader with a robust, fiber-rich network and highly competitive service-level agreements.

MEF CE 2.0-certified topologies for any business



**Point-to-point**  
Ethernet Private Line (EPL)  
For businesses with two locations, EPL is a cost-effective, reliable, high-capacity business Ethernet solution. EPL connects client premises equipment (CPE) with a lower-cost User Network Interface (UNI), making it a smart alternative to traditional TDM private-line service.

**Point-to-multipoint**  
Ethernet Virtual Private Line (EVPL)  
EVPL offers a reliable, high-bandwidth and cost-effective alternative to legacy TDM private-line, frame-relay or ATM service. It enables companies with a central office and satellite locations to communicate and collaborate seamlessly on one robust, secure network.

**Multipoint-to-multipoint**  
Ethernet Private LAN (EP-LAN)  
Combining the privacy of traditional ATM/frame-relay or private-line service with the performance and resiliency of IP VPN, EP-LAN is ideal for connecting multiple campuses. Now, widespread locations can share one seamless, secure network with the bandwidth to elevate productivity and efficiency to new levels.



**PRODUCT BRIEF**

**Ethernet Services**

**SpectrumEnterprise.net**

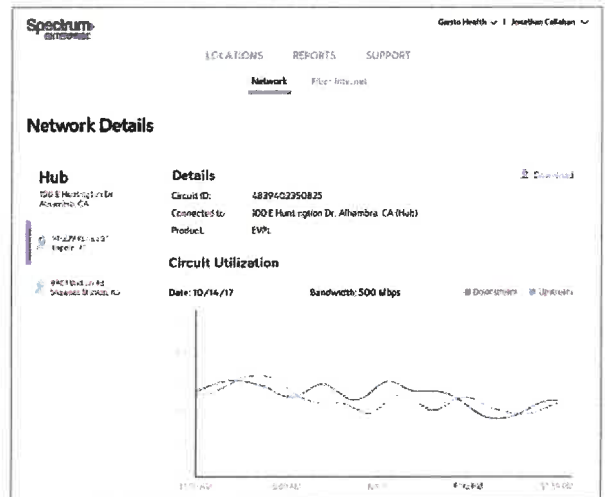
The Spectrum Enterprise client portal provides visibility to your Ethernet services anytime, anywhere and on any device. See your network inventory and circuit performance through interactive graphs and downloadable reports.

**Available reporting:**

- ▶ Utilization
- ▶ Availability
- ▶ Frame delay
- ▶ Frame delay variation
- ▶ Frame loss ratio

The screenshot shows the 'Network Locations' page in the Spectrum Enterprise client portal. It features a table with columns for Location, City, State, Product, Circuit ID, and Bandwidth. A 'Download CSV' link is visible in the top right corner.

Location	City	State	Product	Circuit ID	Bandwidth
1343 Huxley Rd	Bessemer	AL	EPL	Hub	2,000
1 Independent Plz	Birmingham	AL	EPL	331202.009978.TWCC.5445	2,000
3950 Atlanta Hwy	Montgomery	AL	EPL	Hub	100
1741 E Main St	Fairfield	AL	EPL	751400.004426.TWCC.4032	100
1533 Sierra Hwy	Acorn	CA	EPL	Hub	4,000
180 E Huntington Ct	Alhambra	CA	DPL	121102.029502.TWCC.4325	1,000
91 27th Rowland St	Rapesee	NC	EPL	501202.024982.TWCC.4122	200
3901 Wedner Rd	Shawnee Address	NC	EPL	871502.023443.TWCC.5734	500
6501 Mission Bay Dr	San Diego	CA	EPL	Hub	1,000
7265 Engineer Rd	San Diego	CA	EPL	211343.008824.TWCC.4208	50



## **ETHERNET PRIVATE LINE OVERVIEW**

For businesses with two locations, Ethernet Private Line (EPL) is a cost-effective, high-capacity solution. EPL reliably connects Customer Premises Equipment (CPE) with a lower-cost User-to-Network Interface (UNI), making it a smart replacement for traditional TDM private line service.

EPL can instantly and privately transmit mission-critical data at speeds from 10 Mbps to 10 Gbps and Ethernet Private Line dedicated point-to-point connectivity supports metro and national business applications including online backup, storage area networking, and data center connectivity.

### **EPL product highlights**

- ▶ **Privacy:** All data travels within the secure domain of a Layer 2, dedicated, high-capacity, point-to-point connection, at native Ethernet speeds.
- ▶ **Availability:** Easily link business locations in geographically dispersed areas.
- ▶ **Cost Savings:** You can connect your business's Customer Premises Equipment (CPE) with a lower-cost Ethernet interface.
- ▶ **Standards-Based:** Depend on Ethernet Private Line (EPL) with our MEF CE 2.0 Certifications.

## SPECTRUM SERVICE PROPOSAL

Spectrum's proposal, including pricing, is subject to the following contingencies:

- ▶ Final engineering, design and site visits; and
- ▶ Acceptance of and entering into the Agreement (as may be negotiated by the parties as stated in the Terms of Offer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

### Investment for Spectrum Services

#### 36 Month Option 1:

A: Service Location	Z: Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
3050 Thames River Dr, Oxnard, CA 93036		Ethernet EPL	10 Gbps	36	8	\$556.00	\$0.00	\$4,448.00
	3150 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	600 Simon Way, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00

	1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
	3001 N Ventura Rd, Oxnard, CA 93036	Ethernet EPL	10 Gbps	36	1	\$556.00	\$0.00	\$556.00
<b>36 Month Option 2</b>								
	3050 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	8	\$1,790.00	\$0.00	\$14,320.00
	3150 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	600 Simon Way, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00
	3001 N Ventura Rd,	Ethernet EPL	20 Gbps	36	1	\$1,790.00	\$0.00	\$1,790.00

	Oxnard, CA 93036							
<b>36 Month Option 3</b>								
<b>3050</b>	<b>Thames River Dr, Oxnard, CA 93036</b>	Ethernet EPL	40 Gbps	36	8	\$3,160.00	\$0.00	\$25,280.00
	3150 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	600 Simon Way, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00
	3001 N Ventura Rd, Oxnard, CA 93036	Ethernet EPL	40 Gbps	36	1	\$3,160.00	\$0.00	\$3,160.00

60 Month Option 1:

A: Service Location	Z: Service Location	Service	Bandwidth	Order Term (months)	QTY	MRC	OTC	Extended MRC
3050 Thames River Dr, Oxnard, CA 93036		Ethernet EPL	10 Gbps	60	8	\$451.00	\$0.00	\$3,608.00
	3150 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	600 Simon Way, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
	3001 N Ventura Rd, Oxnard, CA 93036	Ethernet EPL	10 Gbps	60	1	\$451.00	\$0.00	\$451.00
<b>60 Month Option 2:</b>								
3050 Thames		Ethernet EPL	20 Gbps	60	8	\$1,700.00	\$0.00	\$13,600.00

<b>River Dr, Oxnard, CA 93036</b>								
	3150 Thames River Dr, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	600 Simon Way, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
	3001 N Ventura Rd, Oxnard, CA 93036	Ethernet EPL	20 Gbps	60	1	\$1,700.00	\$0.00	\$1,700.00
<b>60 Month Option 3:</b>								
<b>3050 Thames River Dr, Oxnard, CA 93036</b>		Ethernet EPL	40 Gbps	60	8	\$2,690.00	\$0.00	\$21,520.00
	3150 Thames River Dr,	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00



Oxnard, CA 93036								
2500 Lobelia Dr, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
3100 N Rose Ave, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
2131 Snow Ave, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
600 Simon Way, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
1140 Kenny St, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
1001 Kohala St, Oxnard, CA 93030	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	
3001 N Ventura Rd, Oxnard, CA 93036	Ethernet EPL	40 Gbps	60	1	\$2,690.00	\$0.00	\$2,690.00	

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Agreement.

The above pricing is inclusive of all Services and Service Location shown within each Option shown above ("all-in" pricing proposal). For purposes of clarity, Customer may select any of the Options outlined above so long as Customer selects all Service Locations and all Services within such Option. Any other pricing options or requests

will require further financial review and approval in order to provide revised pricing options.

Customer's Service Order shall incorporate the following clause as it relates to funding:

### **E-Rate Funding Contingency**

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

### **Contract Extension**

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from the Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If the Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

### Upgrade Path

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

**SPECTRUM'S RESPONSE TO RIO ELEMENTARY SCHOOL DISTRICT RFP**

**REQUEST FOR PROPOSAL**

**HIGH SPEED DATA**

**FIBER OPTIC NETWORK**

**December 9, 2022**

**(805) 485-3111**

<b>PROCUREMENT TIMELINE</b>	
<b>470 NUMBER</b>	<b>230008975</b>
<b>RFP ISSUED :</b>	<b>12-16-2023</b>
<b>VIRTUAL JOB WALK</b>	<b>1-19-2023 9AM PST</b>
<b>REQUEST FOR INFORMATION DEADLINE</b>	<b>1-23-2023</b>
<b>PROPOSAL DEADLINE:</b>	<b>1-31-2023</b>
<b>VENDOR SELECTION:</b>	<b>February 2023</b>
<b>PROJECT START DATE:</b>	<b>PENDING FUNDING APPROVAL</b>
<b>PROJECT INSTALLATION COMPLETE:</b>	<b>JULY 1, 2023</b>

**INTRODUCTION:**

Rio School District is requesting proposals for fiber-optic infrastructure to provide a high speed Wide Area Network (WAN) that will allow for reliable and secure transmissions of voice, data and video. The district is looking for managed scalable fiber optic network services that will connect all school sites and remote sites back to the designated district location.

**DISTRICT is seeking bids from qualified BIDDERS to provide high-speed leased lit fiber or leased dark fiber "Wide Area Network" Services.**

**There will be a MANDATORY virtual job walk on January 19, 2023 at 9am PST.**

**Google Meet joining info**

Video call link: <https://meet.google.com/nxd-psko-skc>

Or dial: (US) +1 650-530-7330 PIN: 868 502 747#

More phone numbers: <https://tel.meet/nxd-psko-skc?pin=5171277431992>

Spectrum has read and understands.

**LEASED LIT FIBER REQUIREMENTS**

For leased lit fiber, the connection of a site within the star topology shall be 10GB circuits in Years 1-5, scaling to 40GB in Years 5-10, and scaling to 100GB in years 11-20 of any resulting Agreement. The lease charge for the service providing the 10GB, 40GB or 100GB connections will include optics and intervening electronics which would allow routing of packets across the sites in a manner allowing for a spoke and hub connection as determined by the District's routing metrics (each site shall have a direct connection to the District Hub at 3050 Thames River Dr. Oxnard, CA 93036). The service should include monitoring and notification of network outages.

For leased lit fiber, the following additional conditions should be considered:

- DISTRICT prefers underground fiber.
- DISTRICT requires single-mode fiber.
- DISTRICT requires LC termination at patch panel.
- DISTRICT does not expect any site or building in this solution to be connected via an aerial feed. Bidder must enter MDF using underground conduit from the curb.
- If the existing conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it

should be available for the vendor to use. Otherwise, the bidder must develop a pathway to provide service to the MDF.

Spectrum has read and understands. Please review Spectrum's Service Proposal herein for pricing, Service Location, Order Term, bandwidth information, and service offering.

### **LEASED DARK FIBER REQUIREMENTS**

For leased dark fiber, the connection of a site listed below shall be 10GB circuits in Years 1-3, scaling to 40GB circuits in Years 4-10, and scaling to 100GB in Years 11-20 of any resulting Agreement. Connections will include optics and intervening electronics which would allow routing of packets across the sites in a manner allowing for a spoke and hub connection as determined by the District's routing metrics (star topology: each site shall have a direct connection to the District Hub at 3050 Thames River Dr. Oxnard, CA 93036).

DISTRICT expects that monthly recurring charges are inclusive of facility lease charges and maintenance and operations.

For leased dark fiber, the following additional conditions apply:

- DISTRICT prefers underground fiber.
- DISTRICT requires single-mode fiber.
- DISTRICT requires LC termination at patch panel.
- DISTRICT does not expect any site or building in this solution to be connected via an aerial feed. Bidder must enter MDF using underground conduit from the curb.
- If the existing conduit is suitable (meets all industry and code standard requirements) and has available capacity at a location, it should be available for the vendor to use. Otherwise, bidder must develop a pathway to provide service to the MPOE.
- DISTRICT requires BIDDER to provide distance between node endpoints in order that the DISTRICT can configure node endpoints with correct optics.

**BIDDER must describe** how the proposed leased dark fiber solution meets the above requirements.

**BIDDER must provide a network diagram** (including distances and .kmz file) with their response.

Spectrum is proposing a leased lit fiber solution only.

The District is soliciting qualified Service Providers to submit an installation and ongoing service proposal for (including, but not limited to) digital equipment as required.

Spectrum's proposal is for the provision of Services and not the procurement of equipment. Spectrum Equipment will be provided and maintained as set forth in Section 6 (Equipment) of Spectrum Enterprise Service Agreement.

The Service Provider must be able to offer both E-Rate and California Teleconnect Fund discounts for the proposed high-speed circuits.

Customer's Service Order will include the following clauses as they relate to funding:

#### **E-RATE FUNDING CONTINGENCY**

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15<sup>th</sup> prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

**California Teleconnect Fund Contingency.** If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative

Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.

This service will use fiber optic cables and provide bandwidth of 10 Gbps from each existing site to the District Hub, and provide pricing consideration for three potential future school sites. The service provider will hand-off a minimum concurrent 10 Gbps connection between each school site and the District Hub, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the District Hub and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). In consideration for the three potential future school sites, the service provider will supply the District with a 10 Gbps Fiber Small form-factor Pluggables (SFP) that will connect directly into District-provided Cisco (or equivalent) switches.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting Agreement shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and the Rio School District, and may or may not be undertaken at the sole discretion of RSD. In addition, RSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

Please review Spectrum's E-Rate & CTF Funding Contingency clauses above.

The proposed project shall include:

1. The installation of secure and dedicated fiber optic connectivity between the District Hub (3050 Thames River Drive, Oxnard, CA) and 9 existing schools as described below.

Spectrum has read and understands. Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information and service offering.

2. The District Hub shall have a minimum data connection to each of the existing schools and remote sites of 10 Gigabit (10,000Mbs) concurrently.



Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering.

3. The service provider is responsible to obtain all necessary rights of ways necessary to this project.

If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum's reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer's request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.

4. During the term of this contract, any changes in the routing of the fiber cable due to City of Oxnard, County of Ventura, or other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.) , or other changes impacting the routing of cabling between sites and the District Hub will be the sole responsibility of the service provider at no expense to the District.

Spectrum has read and understands.

5. In the event of loss of communication to any site, repairs shall start within 4 hours of the service outage. Except for those agreed-upon on the final negotiated contract between the District and the service provider, outages lasting longer than 24 hours shall be subject to liquidated damages agreed upon in the final negotiated contract.

Spectrum has included copies of its SLA as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

6. The District is requesting proposals with a three-year and five-year term. However, alternative proposals of a shorter and longer duration will be considered only if submitted with the required three and five-year plans. Future contracts and/or renewals will be at the discretion of the Rio School District.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

After the expiration of the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend

such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

- 7. Please provide pricing for both a 3-year and a 5-year contract, but are also wanting to evaluate pricing for upgrades and longer term lengths outlined in Attachment B.

Due to limitations within Attachment B, please review Spectrum’s Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days’ prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

- 8. The District will only be invoiced for non-discounted portions of costs net of E-Rate and California Teleconnect Fund (CTF) discounts.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and at Customer’s request Spectrum may assist with the applicable paperwork.

In addition, please review Spectrum’s E-Rate & CTF Funding Contingency clauses above.

- 9. Proposals will be evaluated on the following basis:

<b>Selection Criteria</b>	<b>Weight*</b>
<b>Prices/Charges</b>	<b>65</b>
<b>Transition</b>	<b>20</b>
<b>Non-eligible Costs</b>	<b>5</b>

<b>Experience in K-12 market</b>	<b>5</b>
<b>District Experience</b>	<b>5</b>

Spectrum has read and understands.

**SCOPE OF PROJECT:**

Please provide the installation (one time) and monthly (ongoing) cost proposals (for a 3- year and a 5-year pricing scenario) for project as follows, but are also wanting to evaluate pricing for upgrades and longer term lengths outlined in Attachment B:

1. Ten Gigabit (10,000Mbs) fiber optic (Ethernet capable) connectivity from the District Hub (3050 Thames River Drive., Oxnard, CA 93036) to each of the following 9 existing schools and remote sites:

School	Address
Rio del Mar Elementary (Including Pre School)	3150 Thames River Dr., Oxnard, CA 93036
Rio del Norte Elementary (including Pre School)	2500 Lobelia Ave., Oxnard, CA 93036
Rio del Valle Middle School	3100 Rose Ave., Oxnard, CA 93036
Rio Lindo Elementary (including Head Start)	2131 Snow Ave., Oxnard, CA 93036
Rio Plaza Elementary (including Head Start)	600 Simon Way, Oxnard, CA 93036
Rio Real K8 School	1140 Kenney St., Oxnard, CA 93036
Rio Rosales Elementary (Including Head Start)	2001 Jacinto Dr., Oxnard, CA 93036
Rio Vista Middle School	3050 Thames River Dr., Oxnard, CA 93036
Rio del Sol K8 School (including Preschool)	3001 N Ventura Rd, Oxnard, CA 93036

Due to limitations in Attachment B, review to Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering. The MRCs and OTCs are exclusive of taxes, fees and surcharges. Spectrum shall have the right to increase MRCs for each Service after the expiration of the Initial Order Term for such Service upon thirty (30) days' prior notice to Customer. Additional Service Charges may be applicable in accordance with the Agreement.

Customer shall have the option to add Services or, if applicable, increase speed and bandwidth of Services during the Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in MRCs for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate MRCs and any OTCs to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

2. **The District Hub is to serve as the central point for the network (3050 Thames River Drive, Oxnard, CA 93036).**

Spectrum has read and understands.

3. **Please include any one-time installation costs amortized over the life of the contract and included in the monthly cost.**

Special construction payment options, if applicable, are included in Spectrum's Service Proposal.

4. **The service provider will hand-off a minimum concurrent 10 GBPS connection between each school site and the District Hub, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the District Hub and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). In regards to potential future sites, the service provider will supply the District with a 10 Gbps Small Form-factor Pluggable (SFP) that will connect at the MDF directly into District-provided Cisco (or equivalent) switches.**

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites which the parties may agree to add under the resulting contract shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other site information that may be required.

5. An uptime guarantee of 99% shall be provided on a 24x7 basis average over each seven day period.

Spectrum has included copies of its SLA as part of its response. Please review for specific information related to Spectrum's service metrics, outages, maintenance and applicable remedies.

6. The fiber links shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.

Spectrum has read and understands.

7. All service provider-supplied equipment installed shall be under repair maintenance at no cost to RSD for the life of the contract agreement.

Spectrum equipment shall be provided and maintained as set forth in Section 6 (Equipment) of the Agreement.

8. The service provider shall provide three references consisting of similar work and scope, including at least two references for work performed in California and covered by E-Rate funding.

Spectrum reference(s) may be provided upon bid award or thereafter, subject to obtaining the applicable consents from any such reference(s).

9. The service provider shall have a valid Service Provider Identification Number (SPIN) on file with the SLD and shall provide this number with their response.

Charter Communications Operating, LLC's SPIN is 143050436.

10. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.

Spectrum performs background checks on all new hires/full time employees.

11. The selected Service Provider understands and agrees that school session hours vary and that normal school operations are not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience RSD employees.

Customer understands that from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need

to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

12. The service provider shall include a proposed project timeline including estimated start and completion dates for the project.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Also, please review "Implementation Plan" herein.

#### **REVIEW OF PROPOSALS AND AWARD:**

The USAC-SLC Guidelines available at [www.usac.org](http://www.usac.org) make it clear in Step 3 that applicants must use "an open and fair competitive bidding process" in order to qualify for E-Rate funding.

Proposals must be received electronically, no later than the date on page 1 at which time the proposals will be opened and evaluated. Provide electronic responses to Jarkko Myllari at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org). To verify receipt of your proposal, a reply will be emailed to the address for each proposal submitted. Any bid not including Attachment A and a signed E-rate Terms and conditions may be rejected as non-responsive. The Board of Trustees will be asked to approve the successful service provider or to reject all proposals at the next scheduled Board meeting. The successful service provider must enter into a signed agreement no later than 14 days after the award.

Spectrum has read and understands.

Any questions should be directed to Jarkko Myllari and Antony Lyons via email at [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org) and [alyons@rioschools.org](mailto:alyons@rioschools.org) no later than the date in the table on page 1.

Spectrum has read and understands.

In keeping with the USAC-SLD Guidelines to ensure a fair and open competitive bid process, all answers to questions will be posted on the [Project FAQ website](#).

## E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

### 1) E-RATE CONTINGENCY

The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

In the event only a portion of Spectrum's proposal is accepted, Spectrum reserves the right to further negotiate the terms of such partial acceptance prior to final bid award acceptance by Spectrum. Once the parties sign a Service Order for services at Service Locations, Customer shall not be entitled to remove locations from the project without incurring a termination charge, as may be set forth in the Service Agreement between the parties.

Customer's Service Order shall incorporate the following clause as it relates to funding:

**E-RATE FUNDING CONTINGENCY.** Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.



Upon Spectrum's receipt of appropriate notice that Customer is an approved E-rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for Services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

## 2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

Spectrum complies with all applicable USAC rules and regulations relating to its performance obligations specified in the Agreement.

- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/>

Charter Communications Operating, LLC's SPIN is 143050436.

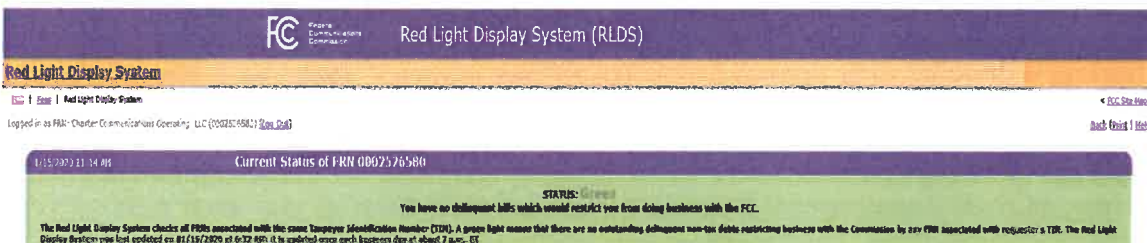
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://ljalffoss.fcc.gov/coresWeb/publicHome.do>

Charter Communications Operating, LLC's FRN is 0002526580.

- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider's sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing

E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: [http://www.fcc.gov/debt\\_collection/welcome.html](http://www.fcc.gov/debt_collection/welcome.html)

Spectrum is in good standing with the FCC and USAC. Please review Spectrum's proof of green-light status with the FCC below:



e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2023.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s).

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

The MRC shall remain firm throughout the Initial Order Term of the Service Order. The MRCs and OTCs do not include applicable taxes, surcharges and fees. Additional Service Charges may be applicable in accordance with the Agreement.

After the expiration of the Initial Order Term of the Service Order for Services reflected in Spectrum's proposal, and upon written request from Customer, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same MRC applicable during the Initial Order Term. If Customer does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the Service Agreement between the Parties, then at the end of the then current Order Term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Service Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.

Please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), bandwidth information, and service offering, however, eligibility of products and services for E-Rate Program discounts is determined by the FCC and administered by the E-Rate Division of USAC.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

Spectrum understands and will endeavor to meet the requested timeline.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/>

Upon award, Spectrum will provide any information required by USAC related to E-Rate funding for the Services to be provided.

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>

Spectrum complies with all applicable LCP rules and regulations relating to its performance obligations specified in the Agreement.

### 3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities.

Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

The pricing and technology infrastructure information provided in this proposal may be used in filing the FCC Form 471, but otherwise, the responses to this RFP are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC's website: <https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/>. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

Spectrum complies with all applicable LCP rules and regulations relating to its performance obligations specified in the Agreement.

d. BIDDERS are required to comply with the FCC's Lowest Corresponding Price ("LCP") Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

Spectrum complies with all LCP rules and regulations relating to its performance obligations specified in the Agreement. Spectrum however takes exception to the last sentence because Spectrum does not agree to waive or release any claims or rights by virtue of submitting this RFP response.

e. The Service Provider attests that its offer does not violate the FCC's Supply Chain certifications included in the FCC Form 473. Supply Chain requirements and certifications can be viewed at USAC's Website: <https://www.usac.org/about/reports-orders/supply-chain/>.

Spectrum complies with all applicable USAC rules and regulations.

f. This offer is in full compliance with USAC's Free Services Advisory <https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

Spectrum complies with all applicable USAC rules and regulations.

#### 4) STARTING SERVICES/ADVANCE INSTALLATION — Category 1 Services

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2023 funding year (July 1, 2023). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the

associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

So long as Customer properly performs all necessary site preparation and provides Spectrum with all required consents, Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days after full execution of a resulting Agreement and applicable Service Order by the parties, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum's acceptance of a Service Order, as indicated either by: (a) Spectrum's written acceptance, (b) by Spectrum's delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order ("Service Location(s)")

## EARLY FUNDING CONDITIONS

### Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- The Category 1 service must depend on the installation of the infrastructure.
- The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.
- No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 , released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/>

Spectrum has read and understands.

## Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking (FCC 14-99 , released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, NO INVOICING can take place prior to July 1 of the funding year.

Category 2 services are not applicable to Spectrum's response.

## 5) INVOICING

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best

interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as Customer has been funded through the E-Rate program, in which case discounts will be applied to the billing account via credit adjustments. Customer may also choose to file a Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the Form 486 and Receipt of Service Confirmation Form with USAC.

Upon award and at Customer's request Spectrum may assist with the applicable paperwork.

In addition, please review Spectrum's E-Rate Funding Contingency clause above.

- c. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice.

If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms.

#### 6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

To the extent required by applicable law, Spectrum shall keep complete and accurate documents, information, and records concerning the Services provided to Customer in



accordance with Spectrum's policy. As allowed by applicable law, Customer may audit such documents, information and records for the previous 12-month period not more than one time per year and Customer's audit rights shall be limited to documents, information and records pertaining to Services provided to Customer and not with respect to other customers. Audits undertaken by Customer shall be limited to Spectrum's operations only, and Spectrum's confidential financial information, network systems, books, records, and accounts shall not be made available for audit. Spectrum may require Customer's auditors to sign a reasonable non-disclosure agreement. All audits shall be at Customer's expense.

7) **Procurement of additional goods and/or services/coterminous expiration**

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

Spectrum will endeavor to provide additional Services and/or Services at alternative Service Locations as requested during the Order Term. Pricing for additional Services and/or Services at alternative Service Locations will be determined upon Spectrum's receipt of the requested Service Location and desired Services, survey and other site information that may be required to provide the requested Services as well as terms in the Agreement. Any such Service may be coterminous with the Order Term, provided that Customer may be required to pay all construction, installation, and third party costs.



I, the undersigned, as an authorized agent of Charter Communications Operating, LLC (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.\*

DocuSigned by:  
Jeffrey S. Painting  
2D5A4DC4749F496  
Signature: \_\_\_\_\_ Title: Senior Vice President, Enterprise Sales and Marketing  
Phone Number: (562) 677-0472 Email: Bonny.Thompson@charter.com

Service Provider Name: Charter Communications Operating, LLC  
By: Charter Communications Inc., its Manager

\*Notwithstanding any pre-printed statements in this form to the contrary, this proposal alone shall not be considered an acceptance of an offer by Customer or otherwise be sufficient to create a binding contract between Customer and Spectrum. Spectrum's bid is based upon services being delivered under the terms of the Spectrum Enterprise Service Agreement which incorporates the Spectrum Enterprise Commercial Terms of Service (available at <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html> or any successor URL), plus any related attachments, Service Level Agreements and applicable Service Order(s). Please refer to the Terms of Offer section of Spectrum's proposal for additional information.

## Attachment A: Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network \*

Please provide 3-year and 5-year pricing scenarios:

### Part 1A: 3-year pricing scenario

If the annual costs associated with each site is the same, complete Chart A:

	Annual Costs, Before E-Rate and CA Teleconnect Discounts		
	Year 1	Year 2	Year 3
Rio School District - All schools & District Office			

If the annual costs associated with each site varies, complete Chart B:

	Annual Costs, Before E-Rate and CA Teleconnect Discounts		
LOCATION	Year 1	Year 2	Year 3
Rio del Mar Elementary (including Pre School)			
Rio del Norte Elementary(including Pre School)			
Rio del Valle Middle School			
Rio Lindo Elementary(including HeadStart)			
Rio Plaza Elementary (including HeadStart)			
Rio Real K8 School			
Rio Rosales Elementary (including HeadStart)			
Rio Vista Middle School			
Rio del Sol K8 School (including Pre School)			



**SCHEDULE B\***

**PRICING SCHEDULE FOR SPECIAL CONSTRUCTION,  
NON-RECURRING, AND RECURRING SERVICES, AND  
UPGRADES**

**(must include pricing for up to three 5-year voluntary extensions)**

<i>Please note, per Schedule A, Description of Services, the DISTRICT desires pricing for 10 Gbps for Years 1-3 40 Gbps for Years 4-10 and 100 Gbps for Years 11-20.</i>	<u>Total annual recurring costs (by year)</u>	
	Dark Fiber Lease	Lit Fiber Lease
	Bid Item 1	Bid Item 2
	10 Gbps Years 1-3*	10 Gbps Years 1-3*
	40 Gbps Years 4-10	40 Gbps Years 4-10
	100 Gbps Years 11-20	100 Gbps Years 11-20
<b>Year Number</b>		
1		
2		
3		
Special Constr./Nonrecurring		
Electronics/Optics*	n/a	

*\*District Owns Equipment*

**Sub-Total Initial Term**                                    \$ \_\_\_\_\_                                    \$ \_\_\_\_\_

<b>Year Number</b>		
4		
5		
6		
7		
8		
9		
10		
Special Constr./Nonrecurring		
Electronics/Optics*	n/a	

*\*District Owns Equipment*

**Sub-Total First Option Term**                                    \$ \_\_\_\_\_                                    \$ \_\_\_\_\_

11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Electronics/Optics*	n/a	

*\*District Owns Equipment*

<b>Sub-Total Second Option Term</b>	\$ _____	\$ _____
<b>Total of all Sub-Total Sections (Transfer Total to Bid Form)</b>	\$ _____	\$ _____

\*Due to limitations within the District provided Attachment B, please review Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), and service offering herein.

**SCHEDULE B**  
**(Continued)**

Instructions for **SCHEDULE B AND BID FORM (PAGE 16-17)**:

1. Total bid price is the sum of the 20-years fiber lease, special construction cost (if applicable) and District Owned Electronics/Optics. Please note: District requests upgrade to 100Gbps beginning in Year 11 of the 20 years.
2. In the event of a calculation error by BIDDER, District will add each individual item to determine the Correct Total Bid amount. The Corrected Total bid amount will be used as the BIDDERS bid response amount; otherwise the bid will be rejected as non-responsive.
3. BIDDER may bid both or any one solution for leased dark and lit fiber. If not providing a bid for either bid item, indicate "N/A" or "NO BID" or "LEAVE BLANK". **Do not indicate \$0.00.**

## ETHERNET SERVICE LEVEL AGREEMENT

This document outlines the Service Level Agreement (“SLA”) for fiber-based Spectrum Enterprise Ethernet Service and Spectrum Enterprise Cloud Connect Service (individually the “Service” and collectively the “Services”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. Performance tier goals (“SLA Targets”) are set forth in the table(s) below.

Ethernet Services SLA Targets presented below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”).

The Cloud Connect Service SLA Target for Availability is measured between Spectrum Enterprise’s network interface device (NID) located at the Customer location and the point of physical handoff of the Service to the Cloud Service Provider ( the “Gateway Point”).

### I. SLA Targets for Ethernet and Cloud Connect Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	< 10ms	< 25ms	< 125ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

<sup>1</sup> “On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network.

<sup>2</sup> “Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

Spectrum Enterprise Cloud Connect Gateway Point SLAs	
Availability	> 99.99%

### II. Priority Classification:

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force



Majeure Events. Notwithstanding anything to the contrary in the Agreement, any service issues beyond the connectivity to the Cloud Service Provider is not covered by this SLA.

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> <li>• Service Disruption resulting in a total loss of Service; or</li> <li>• Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a “Priority 1 Outage”).</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>• A service problem that does not impact the Service; or</li> <li>• A single non-circuit specific quality of Service inquiry.</li> </ul>

### III. Service Availability

“Service Availability” is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

#### IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

<b>Cumulative length of time to restore Priority 1 Outage(s) per Service</b>
<hr style="width: 80%; margin: 0 auto;"/>
<b>Total number of Priority 1 Outage trouble tickets per Service</b>

#### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

<b>Latency / Frame Delay=</b>	<b>Sum of the roundtrip delay measurements for a Service</b>
	<hr style="width: 80%; margin: 0 auto;"/>
	<b>Total # of measurements for a Service</b>

#### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

<b>Packet Loss / Frame Loss (%) = 100 (%) – Frames Received</b>
---

#### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame  
Delay Variation =

Sum of the Frame Delay Variation measurements for a Service
Total # of measurements for a Service

**VIII. Network Maintenance**

**Maintenance Notice:**

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

**Maintenance Windows:**

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

**IX. Remedies Service Credit:**

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum

Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

**E-Rate Bid Assessment Worksheet**  
**Funding Year 2023**

District Name Rio School District  
 Bid # (if applicable) 2  
 Form 470# 230008975  
 Bid Due Date and Time 2/16/2023  
 Allowable Contract Date \_\_\_\_\_

**Project or Service** High Speed Data Fiber Optic Network  
**Description** District is seeking bids from qualified bidders to provide high-speed leased lit fiber or leased dark fiber "Wide Area Network" Services.

**NARRATIVE**  
 District is seeking bids from qualified bidders to provide high-speed leased lit fiber or leased dark fiber "Wide Area Network" Services.

**Directions:** Each factor is worth the same number of points as the weighting percentages. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-rate eligible goods and services must be weighted most heavily.

No.	Factor	Spectrum		Crown Castle	
		Cost of E-rate eligible service	Cost of E-rate ineligible service	Cost of E-rate eligible service	Cost of E-rate ineligible service
		\$ 432,960.00	\$ -	\$ 432,960.00	\$ -
		Total	Total	Total	Total
		Points Available	Points Available	Points Available	Points Available
1	Eligible Prices/Charges	65	55	65	
2	Transition	20	10	20	
3	Non-eligible costs	5	5	5	
4	Experience in K-12 market	5	5	5	
5	Experience with district	5	3	5	
<b>Total Points</b>		<b>100</b>	<b>78</b>	<b>100</b>	<b>0</b>

\* Total cost can include district man hours for training, transition of services, etc...  
 \*\*Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

**Winning Bidder:** Crown Castle  
 Eligible costs are for a 5 year term at 10 Gbps. In the awarded proposal, the first 5-year period is followed by 3 optional, 5-year extensions that also allow upgrading the bandwidth if needed.

**Disqualified Bidders and reason for disqualification:** None

**Vendor Selected:** Crown Castle  
**Approved By:** Jarkko Myllari  
**Title:** Director of Technology  
**Date:** 2/17/2023



10.17







**Agenda Item Details**

Meeting	Mar 15, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of quotes for door Lock-sets at Rio Del Valle and Rio Real and authorization for superintendent or designee to review and approve purchases and installation of lock-sets for the rest of the school sites.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	84,556.95
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	Approve the quotes for Door Lock-sets for Rio Del Valle and Rio Real and authorize the Superintendent of designee to receive and approve the quotes for the remaining school sites.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

As part of the Safety Report to prevent active assailants that the governing board received during the February Board Meeting, there is a need to upgrade the door locks at all of our school sites.

In order to expedite the process to implement this recommendation, district staff is working with Montgomery Hardware Company to receive quotes that serve our needs at each school.

Preparing the quotes to fit each school's specs and needs takes time and receiving the hardware has an eight week lead time. For that reason, we are asking the board to authorize the superintendent or designee to review the quotes and approve them as they become available and not have to wait to the following board meeting.

We have the Rio Del Valle quote and the Rio Real quote ready for board approval and attached to this agenda item.

[Quote 442816 \(1\) Door Locks Montgomery Hardware.pdf \(19 KB\)](#)

[Quote 442900 Montgomery Hardware.pdf \(284 KB\)](#)



**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.*





**Montgomery Hardware Co.**  
 Established 1917  
*Doors and Frames, Door Hardware, Security Products and Installation*

8777 Lanyard Court  
 Rancho Cucamonga, CA 91730  
 Tel: (909) 204-4000 Fax: (909) 204-4001

# Quote

Quote # : 442816  
 Quote Date : Mar 6, 2023  
 Expiration Date : Apr 5, 2023

Customer:  
 Rio School District  
 Accounts Payable, 1800 Solar Drive, 3rd Fl  
 Oxnard, CA 93030

Ship To:  
 Rio School District  
 Maint./Ops./Transportation Dept.  
 2715 Vineyard Ave  
 Oxnard, CA 93036

Tel: 805-485-3111 Fax: 805-983-0221

Account Code : 20570  
 Terms : Net30  
 Customer Job # :  
 Salesperson : Sales House Account  
 Order Name : RIO DEL VALLE - Re-Lock

Purchase Order # :  
 Shipped Via : Common Carrier

Brandon Lewis - VERIFY HANDING  
 FACTORY LEAD TIME AT LEAST 8 WEEKS

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
25	Mortise Lockset ML2052 NSM PCHS RH 626 CUSTOMER TO PROVIDE KEYING INSTRUCTIONS -	806.00	20,150.00
	NOTE: USE EXTERIOR CYLINDER FOR THE INTERIOR DOORS WHEN INSTALLING.		
21	Mortise Lockset ML2052 NSM LC RH 626	518.00	10,878.00
	<u>Description</u>		<u>Price</u>
	Installation - JLM		7,845.00
	SCOPE OF WORK - REMOVE EXISITING CORBIN SINGLE CYL. MORTISE LOCKSETS AND INSTALL DOUBLE CYLINDER CLASSROOM INTRUDER MORTISE LOCKSETS - INCLUDES PREPPING DOORS FOR 2ND CYLINDER.		
	USE EXISTING AND NEW MORT. CYLINDERS FOR DOUBLE CYLINDER MORT. LOCKSETS.		
	CUSTOMER TO DISPOSE OF ALL EXISTINGS OLD LOCKSETS.		
	Freight and Delivery		250.00
	Pre-Tax Total	:	39,123.00
	OXNAS - City of Oxnard	:	3,595.75
	<b>Quote Total</b>	:	<b>42,718.75</b>

**WARRANTY:** Montgomery Hardware Co. warrants all goods to be furnished under an order to be free from defects due to faulty workmanship or material for the period of twelve months from the date of delivery to Buyer. Any applicable manufacturer warranties also apply.

**INDEMNITY:** Buyer agrees to save and hold Montgomery Hardware Co. harmless from any claims, demands, liabilities, costs, expenses or judgements caused by the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Montgomery Hardware Co. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Montgomery Hardware Co. in connection with the defense of any such claims.

Montgomery Hardware Co. will save and hold Buyer harmless from any claims, demands, liabilities, cost, expenses or judgements caused by the services, products or other performance provided by Montgomery Hardware Co. or its subcontractor. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Buyer in connection with the defense of any such claims.

**SHIPPING DISCREPANCIES AND RETURNS:** Please report all shipping discrepancies and damaged items within 48 hours. A Return Authorization (RA) is required for all returns and must be requested within 60 days of Invoice Date. Made to Order items are not returnable and Special Order items are subject to manufacturer's approval and restock fees. All returns must be in resalable condition and are subject to inspection.

Customer accepts above pricing, payment terms and conditions as noted:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



**Montgomery Hardware Co.**  
**Established 1917**  
*Doors and Frames, Door Hardware, Security Products and Installation*

8777 Lanyard Court  
 Rancho Cucamonga, CA 91730  
 Tel: (909) 204-4000 Fax: (909) 204-4001

# Quote

Quote # : **442900**  
 Quote Date : **Mar 8, 2023**  
 Expiration Date : **Apr 7, 2023**

Customer:  
 Rio School District  
 Accounts Payable, 1800 Solar Drive, 3rd Fl  
 Oxnard, CA 93030

Ship To:  
 Rio School District  
 Maint./Ops./Transportation Dept.  
 2715 Vineyard Ave  
 Oxnard, CA 93036

Tel: 805-485-3111 Fax: 805-983-0221

Account Code : 20570  
 Terms : Net30  
 Customer Job # :  
 Salesperson : Sales House Account  
 Order Name : RIO REAL - Re-Lock

Purchase Order # :  
 Shipped Via : Common Carrier

**Brandon Lewis - VERIFY HANDING  
 FACTORY LEAD TIME AT LEAST 8 WEEKS**

<u>Qty</u>	<u>Product Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
24	Mortise Lockset ML2052 NSM PCHS RH 626 CUSTOMER TO PROVIDE KEYING INSTRUCTIONS -	806.00	19,344.00
	NOTE: USE EXTERIOR CYLINDER FOR THE INTERIOR DOORS WHEN INSTALLING.		
21	Mortise Lockset ML2052 NSM LC RH 626	518.00	10,878.00
	<b>Description</b>		<b>Price</b>
	Installation - JLM (PENDING QUOTE)		7,845.00
	SCOPE OF WORK - REMOVE EXISITING CORBIN SINGLE CYL. MORTISE LOCKSETS AND INSTALL DOUBLE CYLINDER CLASSROOM INTRUDER MORTISE LOCKSETS - INCLUDES PREPPING DOORS FOR 2ND CYLINDER.		
	USE EXISTING AND NEW MORT. CYLINDERS FOR DOUBLE CYLINDER MORT. LOCKSETS.		
	CUSTOMER TO DISPOSE OF ALL EXISTINGS OLD LOCKSETS.		
	Freight and Delivery		250.00
	Pre-Tax Total	:	38,317.00
	OXNAS - City of Oxnard	:	3,521.20
	<b>Quote Total</b>	:	<b>41,838.20</b>

**WARRANTY:** Montgomery Hardware Co. warrants all goods to be furnished under an order to be free from defects due to faulty workmanship or material for the period of twelve months from the date of delivery to Buyer. Any applicable manufacturer warranties also apply.

**INDEMNITY:** Buyer agrees to save and hold Montgomery Hardware Co. harmless from any claims, demands, liabilities, costs, expenses or judgements caused by the negligence or lack of care by Buyer or Buyer's customers, agents, employees or invitees involving the use of the goods supplied by Montgomery Hardware Co. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Montgomery Hardware Co. in connection with the defense of any such claims.

Montgomery Hardware Co. will save and hold Buyer harmless from any claims, demands, liabilities, cost, expenses or judgements caused by the services, products or other performance provided by Montgomery Hardware Co. or its subcontractor. This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon Buyer in connection with the defense of any such claims.

**SHIPPING DISCREPANCIES AND RETURNS:** Please report all shipping discrepancies and damaged items within 48 hours. A Return Authorization (RA) is required for all returns and must be requested within 60 days of Invoice Date. Made to Order items are not returnable and Special Order items are subject to manufacturer's approval and restock fees. All returns must be in resalable condition and are subject to inspection.

Customer accepts above pricing, payment terms and conditions as noted:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Printed Mar 8, 2023 1:50 PM

Page 2 of 2