



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

April 19, 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, April 19, 2023
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

- 1.1 Call to Order
- 1.2 Pledge of Allegiance-Rio Vista Student
- 1.3 Roll Call

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Conference with Legal Counsel – existing litigation, pursuant to Gov. Code § 54956.9 (d)(1) Cordova vs. Rio School District – GHC 0038885
- 4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student No. 6010078
- 4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023 and 2023/2024

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

- 5.1 Report of Closed Session

6. Recognitions/Presentations

- 6.1 Rio Vista ASB Presentation
- 6.2 Rio Vista Choir and Band Recognition

7. Communications

- 7.1 Acknowledgement of Correspondence to the Board
- 7.2 Board Member Reports
- 7.3 Organizational Reports-RTA/CSEA/Other
- 7.4 Superintendent Report

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 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.

Information

Educational Services Report

Discussion/Action

Approval of Tentative Agreement with CSEA

Annual Report of the Measure L Citizen's Bond Oversight Committee Fiscal Year Ending June 30, 2022

Conceptual Review of Proposal for Architectural/Engineering Services for Rio Real and Rio Plaza Elementary School Campus Improvements

Consent

1 Approval of the Consent Agenda

2 Approval of the Minutes of the Regular Board Meeting of March 15, 2023

3 Approval of the Minutes of the Special Board Meeting of March 29, 2023

4 Ratification of the Commercial Warrant for March 2, 2023 through April 7, 2023

5 April Personnel Report

6 Williams Quarterly Complaint Report

7 Approval of New Salary Schedules for Management and Confidential Employees

8 Ratification of California Department of Food and Agriculture Grant Agreement for Rio School District to Grow Healthy Kids and Strong Partnerships while Establishing a District-wide Farm to School Program.

9 Addendum to the ProCare Therapy Contract

10 Memorandum of Understanding with California Cadets August 2023

11 Approval of Notice of Award to Ardalan Construction Company, Inc. for the Rio Lindo Classroom HVAC and Electrical upgrade, Project #23-02L

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

13 Approval of Change Order #4 from EJS Construction, Inc. for changes in the scope of work at Rio Plaza for the HVAC and Electrical, Project 22-01L

14 Approval of Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Lindo for the HVAC and Electrical Infrastructure.

15 Approval of Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Rio Del Valle for the New Switchgear.

16 Request for Approval of Project Proposal from Kenco for the DSA Inspection of Rio Lindo, Classroom HVAC and Electrical Upgrade

17 Request for Approval of Project Proposal from Kenco for the DSA Inspection of Rio Del Valle, Switchgear and Electrical Upgrade

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: May 17, 2023

12. Adjournment

12.1 Adjournment

4.1



Agenda Item Details

Meeting Apr 19, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Conference with Legal Counsel – existing litigation, pursuant to Gov. Code § 54956.9 (d)(1)
Cordova vs. Rio School District – GHC 0038885

Access Public

Type

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Apr 19, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student No. 6010078

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will update and discuss with the Governing Board.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 19, 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

6.1



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.1 Rio Vista ASB Presentation
Access	Public
Type	Presentation

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Mr. Hernandez will present the teachers and students of the Rio Vista Student Body.

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2023 - RSD Regular Board Meeting
Category 6. Recognitions/Presentations
Subject 6.2 Rio Vista Choir and Band Recognition
Access Public
Type

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The Rio Vista Choir and Band will receive recognitions.

Administrative Content

Executive Content

7.4



Agenda Item Details

Meeting	Apr 19, 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:

- Learning Outcome Update

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- Summer School Timeline

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Tentative Agreement with CSEA
Access	Public
Type	Action
Preferred Date	Apr 19, 2023
Absolute Date	Apr 19, 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: Negotiations between CSEA and the District have successfully ended with a tentative agreement that includes additional language for bilingual and toileting stipends, addition of language in case there is ever a need for layoffs, changes in language to verification of leaves, and a 9% on schedule salary increase retroactive to July 1, 2022. District administration is recommending approval of the agreement at this time.

[Final TA CSEA and RIO 2022-2023.pdf \(918 KB\)](#)

[AB 1200 CSEA.pdf \(803 KB\)](#)

Administrative Content

Executive Content



TENTATIVE AGREEMENT
BETWEEN
RIO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER 329

March 27, 2023

By Signing below both parties agree to the negotiated changes of the following articles:

- Article 4: Salary
- Article 6: Employee Benefits
- Article 9: Leaves
- Article 12: Transfers/Promotions
- Article 15: Special Provisions

Additionally both parties agree that for the 2022-2023 school year the classified salary schedule shall be increased by 9% on schedule effective and retroactive to July 1, 2022.

For the District:

Rebecca Rocha
Veronica Sanchez
Rafael
Jennifer Lopez

For CSEA:

Lillian Mallon
Franklin
Carmie Alvarado
Alicia Ramirez
Gilda Lopez
Stephanie Varela
Robert Lopez
Jesus Ortiz

FINAL TENTATIVE AGREEMENT BETWEEN RIO SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER 329

March 27, 2023

ARTICLE 4

SALARY

4.3.1.2 ~~The District shall provide opportunities for employees to take the Bilingual/Biliterate proficiency test shall be provided at least once twice each year.~~ Both Parties Agree

4.3.10 Instructional Assistant Stipend: Toileting Stipend- Instructional Assistants whose job requires toileting, or similar attention to bodily fluids (not including general wiping of noses or saliva) will receive ~~an annual a monthly~~ stipend of ~~\$1,000~~ **\$100**. Training for toileting will be provided by the school nurse. Both Parties Agree

~~**4.3.11** Technical Assistance Stipend/Differential: A \$150 stipend or a 5% differential, whichever is greater, paid monthly to classified employees providing technological support to students and/or parents/guardians. This shall not include classifications within the Technology department.~~ Both Parties Agree

~~The classified salary schedule shall be increased by 9% on-schedule effective and and retroactive to July 1, 2022. Additionally, classified employees shall receive a retention stipend in the amount of \$400 per employee in the 2023-2024 and 2024-205 fiscal years.~~ Both Parties Agree

ARTICLE 6

EMPLOYEE BENEFITS

6.2 HEALTH INSURANCE

6.2.1 The District will provide medical, dental and vision care insurance for employees who work seven (7) or more hours and their dependents. Part-time employees who work six (6) hours or more, but less than seven (7) hours will be provided ~~employee-only~~ **family** medical, dental and vision care insurance. Both Parties Agree

6.2.1.1 In accordance with the Health and Welfare Memorandum of Understanding (April 11, 2012) the funds enumerated (hereinafter, "MOU Fund") shall be used to offset future increases in health and welfare costs.

6.2.1.2 Effective 10/1/12 the District will contribute toward the actual cost of health, dental, vision and life insurance benefits up to a maximum of ~~\$15,110.00~~ ~~\$16,438~~ \$15,110.00 per benefit year of each eligible unit member.

- Once the MOU Fund has been depleted any differences between the premiums for the plan selected by individual unit members and the maximum contribution rate set forth above shall be shared 60/40. 60% shall be paid by the District and 40% shall be paid by the unit member.
 - i. The unit member's share of the premium costs that exceed the maximum contribution set forth above will be paid by unit members through equal monthly payroll deductions. **Both Parties Agree**

6.2.2 Life insurance and accident insurance will be provided to all bargaining unit members.

6.2.3 Eligible family members / covered dependents (full-time employees only) include spouse, and unmarried children up to twenty-six (26) years of age.

6.2.4 The CSEA representative to SISC shall receive paid release time to attend SISC meetings and related activities. Paid release time shall be granted to a CSEA alternate to SISC if the representative is unable to attend. Prior notification shall be given to his/her supervisor.

~~6.2.5 A part-time employee who works at least six (6) hours per day may purchase dependent coverage at his/her expense. **Both Parties Agree**~~

6.5 DURATION OF BENEFITS

The benefits provided in this Article shall remain in effect during the term of this Agreement.

6.5.1 Should the employment of an ~~11 or 12 month~~ employee receiving health and welfare benefits ~~terminat~~ **terminate** following June 30th, but before August 31st, such member shall be entitled to continued coverage under the life, health, dental, vision care plans until August 31st of the ensuing school year, at no additional cost to the member. **Both Parties Agree**

ARTICLE 9 LEAVES

9.5 PERSONAL NECESSITY LEAVE (PNL)

9.5.1 At the election of the classified employee, ten (10) days of sick leave may be used in cases of personal necessity.

9.5.2 Employees will give the District as much advance notice as possible of their need for personal necessity leave.

9.5.3 Personal necessity leave shall be granted to classified employees for reasons enumerated in this Section as follows:

9.5.3.1 Death of a member of his/her immediate family when additional leave is required beyond the provided bereavement leave. A unit member may use up to 5 PNL days for the death of a close friend, ~~household pet~~ and/or extended family member. **Both Parties Agree**

9.5.3.2 Accident or illness involving:

- his/her person or property
- property of a member of his/her immediate family
- preventive care or other medical need of a member of the employee's family

9.5.3.3 Appearance in any court or before any administrative tribunal as a litigant or party.

9.5.3.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee and his/her immediate family. The aftermath of fire, flood, falling objects and burglary are examples.

9.5.3.5 Five (5) days per fiscal year may be requested where no inquiry may be made, unless there is a reasonable belief of misuse.

9.5.3.6 Such leave shall not be used merely for an extension of holiday or vacation or for purely personal convenience, nor shall it be used for or as a result of a strike, work stoppage, work show down, or any other action against the District.

~~9.15 MENTAL HEALTH LEAVE~~

~~9.15.1 Employees shall be granted ten (10) days of mental health leave per year which they may utilize at their discretion. No verification for this leave shall be provided unless there is reason to suspect that an abuse of leave exists. Both Parties Agree~~

9.15 ADDITIONAL LEAVES

- 9.15.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser periods that it may provide, but not to exceed a total of eighteen (18) months.
- 9.15.2 Employees on unpaid leaves of absence may keep their Insurance programs in force by paying the premiums themselves, except as provided for Family Medical leave Act.

9.16 EXHAUSTION OF ALL LEAVES

- 9.16.1 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. If at any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.

9.17 NOTIFICATION/VERIFICATION OF LEAVE

- 9.17.1 The Administrator of Human Resources may require verification of future absence if there is reason to suspect that an abuse of leave exists; ~~this provision shall only apply to the subsequent three (3) absences.~~ this provision shall only apply throughout the remainder of the school year. In exceptional circumstances, the District may require appropriate verification of the last absence. If the District requests medical verification and the unit member has no available medical ~~is ineligible for District-provided~~ insurance coverage, the unit member, at his/her request, may be examined by a physician selected by the unit member at his/her expense or be examined by a District designated physician at District expense. ~~Both Parties Agree~~

ARTICLE 12

TRANSFERS/PROMOTIONS

- 12.2 Probationary employees shall be ineligible for voluntary transfers and promotional opportunities, ~~except in the event that there are three (3) or less qualified applicants for a position. Unit~~

~~members must be in good standing to qualify for promotional opportunities within the probationary period.~~ Both Parties Agree

ARTICLE 15-

SPECIAL PROVISIONS

15.8 RECLASSIFICATION OF POSITIONS

~~15.8.1 Beginning in the 2023-2024 school year and every five two three years thereafter, the District will commence a collaborative process with CSEA to perform a reclassification study.~~

Both Parties Agree

~~15.8.1~~ ~~15.8.2~~ CSEA may request a reclassification for any classified bargaining unit position between September 1 and January 1 of any school year. Reclassification must be based on a gradual increase of higher level duties and responsibilities for the position. After a request for a reclassification of a position is submitted by CSEA, the District may conduct a comprehensive salary study, review relevant job descriptions and will consider the following criteria: internal comparisons between classifications within the District, external comparisons between similar classifications in comparable districts, a change in duties of the classification involving increased complexity or responsibility, and the total cost of implementation of the reclassification agreement.

~~15.8.2~~ ~~15.8.3~~ The District retains its right to determine the services needed for the District, the classification of positions and all rights to review and/or study the duties and compensation plans for unit members at any time. Should the District elect to conduct a formal job classification study of any one or more CSEA classifications, it shall notify the CSEA Chapter President.

~~15.8.3~~ ~~15.8.4~~ **Individual Bargaining Unit Member Reclassification:** Individual unit members who believe they are working out of class and entitled to a reclassification due to a substantial and permanent change in job duties may submit a reclassification request to the HR Department. An increase in the volume of work shall not be the basis for a reclassification. The employee submitting the request must be a permanent classified employee and must have been performing the work, which is the basis for the reclassification request, for at least six months before the reclassification request.

~~15.8.3.1~~ ~~15.8.4.1~~ Those bargaining unit members requesting reclassification shall submit their request on the District's Request for Reclassification Form. Reclassification requests must be submitted to the HR Department no later than April 1 of each year. The unit member must indicate the duties they are performing on an ongoing basis which they believe are outside their current classification/Job description.

~~15.8.3.2~~ ~~15.8.4.2~~ Employees may apply for reclassification only one time during any school year. An employee must wait two years to reapply if their

request for reclassification is denied.

~~15.8.3.3~~ **15.8.4.3** A unit member who has received a reclassification may not apply for or be subject to another reclassification within the same job classification for at least two years from the date of the last reclassification request.

~~15.8.3.4~~ **15.8.4.4** Salary Placement Due to Reclassification. In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall reclassification change the employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently between the Parties, the reclassification shall become effective July 1st of the following fiscal year and the employee shall maintain his or her salary step.

15.9 LAYOFF AND REEMPLOYMENT

15.9.1. Reason for Layoff:

Classified employees shall be subject to layoff in accordance with provisions of the Education Code of the State of California, Sections 45114, 45115, 45117, 45298 and 45308, for lack of work or lack of funds. For purposes of this Article, reduction of hours shall be considered a layoff. **Both Parties Agree**

15.9.2. Notice of Layoffs:

The District shall notify the affected employees in writing and contact CSEA ~~not less than sixty (60) days (Education Code 45117) prior to the effective date of any layoff no later than March 15 of the fiscal year the employee's prospective layoff date becomes effective.~~ Notice of layoff shall include:

- A. Reason for layoff
- B. Date effective
- C. Seniority placement
- D. Notice of bumping rights
- E. Reemployment rights
- F. Promotional rights
- G. Service retirement options

~~Prior to the effective date of any layoff,~~ The District shall meet with CSEA to review the seniority list: **no later than February 15 of the year it intends to conduct layoffs or reductions in hours in the classified bargaining unit** **Both Parties Agree**

15.9.3. Order of Layoffs:

Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Seniority shall be based on the number of hours an employee has been in a paid status in the class, plus higher classes, exclusive of any overtime. Employees shall be laid off according to their status in the

following order: first, temporary; second, probationary; third, permanent. Both Parties

Agree

15.9.4. Bumping Rights:

An employee laid off from his/her present class shall be given the opportunity of replacing any employee with fewer seniority years of work in lower classes provided the employee has previously served in that classification. **The employee will elect to displace an employee in the following order:**

- **Any vacant position in the same class with the same or more total equivalence, equivalent i.e., hours, days, months of employment for which they are qualified.**
- **Any employee with less seniority. The least senior employee in the same class with the same or more total equivalence, equivalent, i.e., hours, days, months of employment.**
- **Any employee with less seniority. The least senior employee in the same class with the next existing greater equivalence.** Both Parties Agree

15.9.5. Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement. Both Parties Agree

15.9.6. Equal Seniority:

If two (2) or more employees subject to a layoff have equal seniority in the affected class, the determination as to who shall be laid off will be made on the basis of seniority with the District. If that be equal, the greater hire date seniority shall prevail, and, if that be equal, then the determination shall be made by lot. Both Parties Agree

15.9.7 . Reemployment Rights:

Employees who are laid off shall be placed upon the reemployment list in order of their seniority, which shall be in reverse order of layoff. They are eligible to reemployment for a period of thirty-nine (39) months and shall be reemployed in their former class, in preference to new applicants, or in a lower class if qualified and so elected. In addition, such persons laid off shall have the right to a first level interview for promotional vacancies for which they qualify within the District for the thirty-nine (39) month period. Both Parties Agree

Employees not eligible to bump into other classifications will be afforded the opportunity to seek employment in a new position provided they meet the minimum qualifications for the new position. Affected employees will be given first consideration for any job vacancy prior to going to the outside or advertising the position within the District. Both

Parties Agree

Employees who do not meet entry level qualifications for a new position within a given class will be provided an opportunity to receive in-service classes which would include typing and appropriate language arts classes. **Both Parties Agree**

In those areas where experience is required and the employee does not meet the experience factor, this will be waived to allow the employee to gain that experience on the job (i.e., food service, custodian, etc.). **Both Parties Agree**

15.9.8. Voluntary Demotion or Voluntary Reduction in Hours:

Employees may take voluntary demotions or voluntary reductions in assigned time in lieu of layoff and shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, with no limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list. **A unit member who accepts a demotion in lieu of a layoff shall be placed at the highest step of the salary range of the lower classification that does not exceed the previous hourly salary rate.** **Both Parties Agree**

15.9.9. Return Within Thirty-nine (39) Months:

Any permanent classified employee of a school district who voluntarily resigns from his/her permanent position may be reinstated or reemployed by the District within thirty-nine (39) months after his/her last day of paid service and without further competitive examination to a position in his/her former classification as a permanent employee, or as a permanent employee in a related lower class or a lower class in which the employee formerly has permanent status or to a position in a higher classification as a permanent employee. He/she will be afforded first level interview status. If the District elects to reinstate or reemploy a person as a permanent employee under the provisions of this section, it shall disregard the break in service of the employee and classify him/her as, and restore to him/her all of the rights, benefits and burdens of a permanent employee in the class to which he/she is reinstated or reemployed. **Provided that the unit member is reemployed within 39 months from the effective date of layoff, sick leave hours earned and unused at the time of layoff shall be restored upon reemployment, unless the unit member transferred sick leave hours after accepting employment in another California school district, county office, or community college district employer within one year of the effective date of layoff. In such cases, the unit member shall be entitled to transfer back only those hours that remain with the other employer.** **Both Parties Agree**

A laid off unit member reemployed within 39 months shall be placed on the same step on the salary schedule as on the effective date of the layoff. **Both Parties Agree**

15.9.10. Exit Interviews:

Exit interviews shall be afforded to each employee laid off. During this interview the employees shall: A. Be apprised of any other job opportunities the District has for which

they may be qualified. B. Have an opportunity to make any skills and interests they have a matter of record. C. Be afforded an opportunity as soon as reasonably possible to take any tests required to qualify for other job openings. D. Be given first consideration for any job openings for which they demonstrate qualifications. Both Parties Agree

15.9.11 ~~Letters of Recommendation~~ Verification of Employment

~~The District shall provide all laid off employees with a verification of employment letter. letter of recommendation upon request. Employees whose most recent evaluation contains only "meets expectations" or "exceeds expectations" shall receive a letter of recommendation from the District upon request.~~ Both Parties Agree

15.9.12 Grievability

This agreement shall be grievable in accordance with Article 14 – Grievances – in the current Contract, should any section of this agreement be violated. Both Parties Agree

15.9.13 Work Load

If work within the bargaining unit is to be redirected to other bargaining unit members due to a "lack of funds" layoff, then the District and CSEA shall meet with the affected employees who may perform additional duties prior to negotiating those particular workload issues. Both Parties Agree

~~Remaining active staff at sites and in departments affected by these layoffs or reductions shall not receive a negative evaluation due to a shortage of staff. suffer from work load increase or negative evaluation due to a shortage of staff. CSEA shall meet with management to assist with work prioritization. Upon request, the District shall confer open negotiations with CSEA regarding any workload issues.~~ Both Parties Agree

15.9.16 Use of Volunteers

In addition to the provisions of California Ed. Code 35021, the parties agree that no student workers, parent or community volunteers, management employees, certificated employees, long term or short term substitutes, or any other classified employee shall be utilized to perform this classified work that has been eliminated or reduced. Nothing in this section shall be construed to prevent parents or guardians from volunteering in their child's classroom or during special events including, but not limited to, food distribution, clothing giveaways, or school or district events. Both Parties Agree

15.9.18 Resume Preparation Both Parties Agree

15.9.19 Right to Use Personal Necessity Leave to Job Hunt

The District agrees that the any employee, who is served with a layoff notice, may use up to nine (9) days of their accrued leave for Personal Necessity Leave (if available), or up to nine (9) days of their personal sick leave, in order to search for other employment. Both Parties Agree

15.9.20 Continuation of Health and Welfare Benefits:

In the event that a unit member is laid off exclusively for a lack of work, the District shall continue the health benefit package existing on the effective date of layoff/reduction in hours that makes an employee ineligible for medical benefits for one (1) year six (6) months following the effective date of the layoff/reduction, for the remainder of the month in which the layoff occurs, plus the month following the month in which the layoff occurs. Both Parties Agree

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: CSEA

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

Employee Type:
 Certificated: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board at its meeting on: Wednesday, April 19, 2023

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2022-23	Year 2 2023-24	Year 3 2024-25
1. Salary Schedule - Increase/(Decrease)	\$ 8,479,600	\$ 763,164 9.00%	\$ %	\$ %
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.	\$ 2,971,656	\$ 267,449 9.00%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 0	\$ 0 #DIV/0!	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 11,451,256	\$ 1,030,613 9.00%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 200	# 200	# 200	# 200
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 57,239	\$ 5,152 9.00%	\$ %	\$ %
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 of 9% is already included in 2nd Interim

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

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: 16 Less Teachers , Admin and Support Staff

Use of One time funds . Eliminate Floating Subs,

Reduce Legal Cost, Overtime and Optional PD sub Costs

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

None

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

9% 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.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Reserves and some program reductions.

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

9% will increase deficit spending up to reserve amounts. Rest will be funded by program reductions.

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.

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	61,632,406	0	0	61,632,406
Remaining Revenues (8100-8799)	34,324,045	0	0	34,324,045
TOTAL REVENUES	95,956,451	0	0	95,956,451
EXPENDITURES				
1000 Certificated Salaries	32,199,255		0	32,199,255
2000 Classified Salaries	13,767,943		0	13,767,943
3000 Employees' Benefits	21,132,672		0	21,132,672
4000 Books and Supplies	6,266,069		0	6,266,069
5000 Services and Operating Expenses	14,155,460	0	0	14,155,460
6000 Capital Outlay	793,535	0	0	793,535
7100-7499 Other	1,754,707	0		1,754,707
TOTAL EXPENDITURES	90,069,641	0	0	90,069,641
OPERATING SURPLUS (DEFICIT)	5,886,810	0	0	5,886,810
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	5,994,948	0	0	5,994,948
BEGINNING BALANCE	9,456,947	0	0	9,456,947
CURRENT YEAR ENDING BALANCE	15,451,895	0	0	15,451,895
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	12,194,662	0	0	12,194,662
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	200,000	0		200,000
Reserve for Economic Uncertainties (9789)	2,702,089			2,702,089
Unappropriated Amounts (9790)	325,144	0	0	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 of 9% already in Board approved 2nd Interim Budget.

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

Multi-Year Projections:

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	61,632,406	63,978,353	63,744,422
Remaining Revenues (8100-8799)	34,324,045	13,404,865	13,592,021
TOTAL REVENUES	95,956,451	77,383,218	77,336,443
EXPENDITURES			
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
TOTAL EXPENDITURES	90,069,641	77,658,889	77,469,132
OPERATING SURPLUS (DEFICIT)	5,886,810	(275,671)	(132,689)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT + OTHER ADJUSTMENTS		5,794,839	6,709,008
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	5,994,948	(5,960,209)	(6,729,190)
BEGINNING BALANCE	9,456,947	15,451,895	9,491,686
CURRENT YEAR ENDING BALANCE	15,451,895	9,491,686	2,762,496
COMPONENTS OF ENDING BALANCE			
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:

Disclosure of Collective Bargaining Agreement

School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (including Cost of Proposed Agreement)	\$ 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	\$ 2,525,340

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	\$ 2,525,340
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 325,144	\$ 1,629,038	\$ 7,150,000
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	\$ 2,532,490

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

Yes

No

H. Certification

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

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

District Superintendent
(Signature)



District Chief Business Official
(Signature)

Printed Name

WAEEL SALEH

Printed Name

4/10/2023
Date

4.5.2023
Date

9.2



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Annual Report of the Measure L Citizen's Bond Oversight Committee Fiscal Year Ending June 30, 2022
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the Annual Report for Measure L Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2022.
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale: Each year, the Citizen's Oversight Committee Oversees the Annual Report for the Prior Fiscal Year's Expenditures related to the Measure L Bond. On March 8, 2023, the Committee met and voted to allow the President, Ms. Martha Mutz to review the Report and execute it on behalf of the committee. The Report reviews the proceeds from the bond that were used for the purpose set forth in the Measure L Bond Language; No Bond proceeds were used for any teacher or administrative salaries or other operating expenses; and The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

[COC Annual Report for year ending June 30, 2022.pdf \(3,989 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

ANNUAL REPORT OF THE MEASURE L
CITIZEN'S BOND OVERSIGHT COMMITTEE
FISCAL YEAR ENDING JUNE 30, 2022

TO THE BOARD OF EDUCATION

APRIL 19, 2023

**MEASURE L CITIZEN'S BOND OVERSIGHT COMMITTEE REPORT
MARCH 8, 2023
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

**Board of Trustees (the "Board")
Rio School District (the "District")
Oxnard, California**

Dear Members of the Board:

The Measure L Citizens' Bond Oversight Committee (the "*Measure L Committee*" or the "*Committee*") respectfully submits its annual report to the Board, for the fiscal year ended June 30, 2022:

- I. **The Establishment and Operation of the Committee:** The Measure L Committee was established by the Board, on February 20, 2019.
- II. **Purposes of Committee and Limitations of Report:** As stated in its Bylaws, the Measure L Committee was established by the Board to satisfy the accountability requirements of Prop 39 with regard to the Measure L Bonds, approved at the election conducted November 6, 2018, (the "*Measure L*"), of up to \$59,500.00 (the "*Bond Proceeds*"). This report is limited by various material restrictions on the Committee's legal capacity and activities, as stated in its Bylaws, as follows:
 - A. The Measure L Committee does not have independent legal capacity from the District;
 - B. May only receive copies of reports and documents which have been previously presented to the Board and which are public records; and
 - C. Only has duties and can only engage in activities that are confined specifically to the Bond Proceeds generated under Measure L, (and as otherwise provided for in its Bylaws), *and this report is so limited.*
- III. **Summary of Measure L Committee's Proceedings and Activities for the Preceding Year:**
 - A. **All Required Meetings Held:** The Committee hereby reports that it has met all of the requirements contained in its Bylaws to hold regular public meetings and that all of its business and member votes (including, but not limited to, with regard to the approval and adoption of this report), were taken with the required quorum of a majority of the Committee members. All of the following meetings were open to the public and held within the boundaries of the District and, on information and belief, were duly noticed by the District and in accordance with the *Ralph M. Brown Act*, Government Code Section 54590 *et seq*:

<u>Date</u>	<u>Place</u>
October 5, 2022	Rio Del Valle Tour
March 8, 2023	Rio School District Office

Summary of Authorized Activities of the Committee: Attached hereto as **Exhibit "1"** and incorporated herein by this reference are true and correct copies of the minutes of the meetings of the Committee (*the "Minutes"*). The Minutes provide some of the details of the actions and activities of the Committee during the past year. With regard to any reference to any reports and documents received and reviewed by the Committee, the District has indicated that all such documents were provided by the District, with an indication that they had been presented to the Board and were a public record. In accordance with the Committee's Bylaws, the following is a summary of these activities, all of which were conducted at the Committee's public meetings:

1. Receiving, reviewing, discussing and making inquiries with regard to the audit of Bond Proceeds expenditures entitled "Measure L Building Fund, Financial and Performance Audit Report of Rio School District," for the fiscal year ended June 30, 2022, prepared for the Board by Eide, Bailly, Certified Public Accountants, (*the "Auditor"*) constituting the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution (*the "2022 Audit Report"*);
2. On an ongoing basis, from time to time, receiving, reviewing, discussing and making inquiries with regard to various reports, documents and other public records relating to the expenditure of Bond Proceeds, including, but not limited to, various line item expenditure reports;
3. Inspecting and/or receiving progress and status reports on projects and school facilities and grounds for which Bond Proceeds have been or will be expended;

4. Reviewing efforts by the District to maximize Bond Proceeds by implementing various cost-saving measures;
5. Reviewing Bylaws and responsibilities of the Committee;
6. Reviewing project lists and details; priorities lists; campus and proposed plans; interim financial and Bond Proceeds expenditure reports; and County data reports on expenditures;
7. Receiving briefings from the District, at public meetings, on current Measure L projects, and plans and expenditures;
8. Receiving confirmation and assurances from the District, at public meetings, that the District had satisfactorily addressed certain issues raised by the Committee with regard to various expenditures of Bond Proceeds;
9. Advertising and holding public meetings, in a continuing effort to inform the public.

IV. **Report on Duties of Committee:** Under its Bylaws, in addition to reporting on the activities it engaged in during the year, the Measure L Committee has the duty to report, and does hereby report, to the Board, on the following:

- A. **Informing the Public:** The Measure L Committee hereby reports that it has discharged its duty to inform the public concerning the District's Bylaws, by, among other things, giving the required notice of its meetings and holding them in public; by preparing and providing this report to the Board, at a meeting held in public, and by posting this report to the District website, along with a copy of the 2022 Audit Report from the Audit Accountant; and by engaging in the Activities described above and immediately below; and
- B. **Committee's Report on its Review of Expenditures:** As a result of holding its required meetings; of preparing and providing this report; and as a result of engaging in the Activities described above (and in reliance on the 2022 Audit Report and the other expenditure documents, reports, information and confirmations provided by the district):

The Measure L Committee hereby reports that, to the best of its knowledge, information and belief, through June 30, 2022:

- (1) **The Bond Proceeds were expended only for the purposes set forth in the Measure L;**

- (2) No Bond Proceeds were used for any teacher or administrative salaries or other operating expenses; and
- (3) The District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution.

Respectfully submitted,

MEASURE L CITIZEN'S OVERSIGHT COMMITTEE

By:



**Martha Mata, Citizen's Oversight Committee President
March 8, 2022**



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

Citizen's Oversight Committee
October 5, 2022

CITIZEN'S OVERSIGHT COMMITTEE
MEETING MINUTES (We did not have a quorum).

Attendees: Rosa Balderrama
Martha Mata
Sean Husband
Wael Saleh
Mary Orleans
Christie Hengler
Marisela Valdez
Linda Bekeny
Keith Henderson

On October 5, 2022, the Rio School District hosted a Citizen's Oversight Committee meeting held at Rio Del Valle. **Unfortunately, we did not have a quorum so we could not conduct the business part of the meeting as planned.**

We were, however, able to tour the new Sports Complex at Rio Del Valle. Keith Henderson of Balfour Beatty conducted a tour of the field layout and we were able to see half of the finished project (Phase I.) The next half (Phase II) will be completed at the beginning of 2023. Keith Henderson spoke about the lighting, the survey and ground samples, the fencing, snack shack, bathrooms, and basketball courts. It was an amazing transformation of an empty field.



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**CITIZENS' OVERSIGHT COMMITTEE MEETING
MEASURE L BOND**

(HELD AT: Rio Del Valle Middle School, 3100 N. Rose Ave., Room 11)

October 5, 2022

5:30 p.m.

Committee Members:

Rosa Balderrama
Sean Husband
Cristina Mackey
Martha Mata
Mike Roberts
Terri Samudio
Larry Wolf

Welcome/Introductions

1. **Public Comment**
2. **Review and Approve Minutes from March 8, 2022 Meeting.**
3. **Review of Measure L Projects and Expenses To Date
(See Revenue/Expenditure Summary)**
4. **Agenda Items for Future Meeting**
5. **Next Meeting Date and Adjournment to Tour of Rio Del Valle New Sports Complex**

Rio School District | *Educating Students for the 21st Century,*
1800 Solar Drive, 3rd Floor, Oxnard, CA 93030



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

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

John D. Puglisi, Ph.D., Superintendent

**MINUTES OF THE CITIZENS' OVERSIGHT
COMMITTEE MEETING
MEASURE L BOND**

**March 8, 2023
5:30 p.m.**

Member Attendance:

Sean Husband
Cristina Mackey
Martha Mata
Mike Roberts
Terri Samudio
Tai Hartley

Attendees:

Wael Saleh
Keith Henderson
Mary Orleans
Christie Henggeler
Linda Bekeny
Rosie Rosales
Linda Aguilar

The meeting came to order at 5:42 p.m.

- There were no public comments.
- Everyone was welcomed and handouts were distributed.
- Tai Hartley was introduced to the Committee as our newest member.
Ms. Hartley is a Board Member for the Ventura County Taxpayers Association

- Wael Saleh, Assistant Superintendent of the Business Services Department stated, after speaking with the current members, if they would be alright staying on for Measure H and they all said they would. It was then announced that the current members will finish up with Measure L as well as begin with the new Measure H.
- Nominations were taken from the members to appoint a new Chair of the Committee since Ms. Balderrama vacated her position in December, 2022. Attendee Ms. Armas nominated herself but an application was never received from her and only members can nominate for a position within the Committee. Ms. Mata nominated herself and the Committee voted to elect Ms. Mata to the role of Chair. At our next meeting, we will be voting for a new Vice Chair as Ms. Mata has moved to be the President.
- The Audit Report for Measure L, prepared by Eide Bailly CPA Firm, was then discussed and it was noted that it would be on the Board Agenda for March 15, 2023. The audit had no findings in the report and the Financial Review indicated that the District expended Measure L funds only for specific projects approved by the voters. This report is part of the Citizen's Oversight Committee Yearly Report.
- The main components of the Yearly Report were reviewed and discussed with the Committee and it was moved and seconded to authorize the Committee President to work with the Business Department to finalize the report, share with the committee, collect feedback, adjust, and share the final report with the committee and present the report to the Board.

The Committee discussed a date for the next meeting and it was decided that we would meet on June 7, 2023 for (Measure L) 5:30 p.m. to 6:15 p.m. and (Measure H) at 6:15 p.m. to 7:00 p.m.) at the District Office, 1800 Solar Drive, 3rd Floor, Oxnard.

The meeting was adjourned at 6:34 p.m.



**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees

Kristine Anderson, President
Eleanor Torres
Felix Eisenhauer
Rosa Balderrama
Alesia Martin

John D. Puglisi, Ph.D., Superintendent

**CITIZENS' OVERSIGHT COMMITTEE MEETING
MEASURE L BOND**

**March 8, 2023
5:30 p.m.**

Committee Members:




Sean Husband
Cristina Mackey
Martha Mata
Mike Roberts
Terri Samudio
Larry Wolf

Welcome/Introductions

- 1. Public Comment**
- 2. Selection of New Chair**
- 3. Review of Measure L Independent Audit Report**
- 4. Review of Measure L Projects and Expenses To Date
(See Revenue/Expenditure Summary)**
- 5. Next Meeting Date and Adjournment**

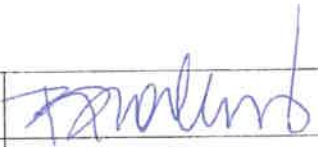


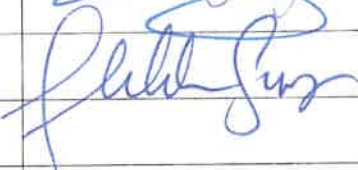
CITIZEN'S OVERSIGHT COMMITTEE MEETING

MARCH 8, 2023

NAME	SIGNATURE	EMAIL ADDRESS
Sean Husband	Remote	
Cristina Mackey	CMackey	cristinahers@gmail.com
Martha Mata	Remote	
Mike Roberts	Remote	
Terri Samudio		terrisamudio@yahoo.com
Larry Wolf		
Wael Saleh	Present	
Mary Orleans	Mary Orleans	
Eleanor Torres		
Keith Henderson		
Christie Henggeler	Remote	
Linda Bekeny	Remote	
Marisela Valdez		
Elena Ramirez		

CITIZEN'S OVERSIGHT COMMITTEE MEETING

MARCH 8, 2023

Rosie Rosales		rrosales@rioschools.org
Lorenzo Ramirez		
Linda Aguilar		rioptr@gmail.com
Tai Hartley		Tai.Hartley@aol.com
Hilda Lopez		ngarua@rioschools.org

**Measure L Revenue/Expenditure Summary
as of February 28, 2023**

Revenue	Authorized	Issuance Cost/Premium	TOTAL PROJECTED NET		Actuals to date
			PROCEEDS		
Proceeds from 2018 Series A FY 18/19	23,000,000	-	\$23,000,000.00		23,014,696
Proceeds from 2018 Series B FY 18/19 COPS	1,510,000	43,863	\$1,466,137		1,466,137
Proceeds from 2018 Series C FY 19/20	13,922,236	175,975	\$13,746,261		13,750,848
Proceeds from 2018 Series D FY 19/20 COPS	3,087,423	64,901	\$3,022,522		3,022,522
Proceeds from 2018 Series E FY 21/22	13,818,453	180,000	\$13,638,453		13,638,453
Proceeds from 2018 Series F FY 21/22 COPS	1,000,000	65,716	\$934,284		934,284
Future Series 2025-28	2,861,888		2,861,888		
ESSER III Plan for Shade Structures			1,000,000		592,000
EST State Matching Funds			15,000,000		12,731,564
Reimbursement from CFD (Mello Roos)			8,245,521		6,629,612
Interest Earned - FY18/19			172,714		172,714
Interest Earned - FY19/20			373,548		373,548
Interest Earned - FY20/21			73,428		73,428
Interest Earned - FY21/22			61,705		61,705
Interest Earned - FY22/23			310,000		162,522
Est Interest - Future Fiscal Years			100,000		-
Total Available Funds			\$84,006,461		76,624,032

Expenditures	TOTAL PROJECTED PROJECTS	Expenditures			% Complete	Comment
		To Date	Committed/Encumbered	Total		
General Projects Administration set aside	3,715,648	1,841,838.04	\$1,023,810.00	2,865,648	77.12%	
2016 COPS Repayment	7,065,043.00	1,466,137.00	\$3,956,806.00	5,422,943	76.76%	
HVAC PROJECTS	11,960,966					
Rio Lindo **	2,562,627	139,308.00	\$46,629.00	185,937	0.00%	architect/DS
Rio Plaza	2,566,157	2,216,705.13	\$349,452.00	2,566,157	86.38%	
Rio Real	1,737,328	1,520,625.52	\$280,084.00	1,800,710	87.53%	
Rio del Valle **	4,598,339	254,011.00	\$104,328.00	358,339	0.00%	architect/DS
Vista Gym	1,439,137	1,257,010.61	\$182,126.00	1,439,137	87.34%	
Rio del Norte	1,668,110	1,668,110.02	\$0.00	1,668,110	100.00%	
Rio del Norte Classroom Ceiling Project	1,441,058	1,439,750.10	\$1,308.00	1,441,058	100.00%	Alarm Panel
Subtotal	16,012,756	8,495,520.38	963,927.00	9,459,447		
Roofing - District wide Rejuvenation	100,000	48,547.00	\$51,453.00	100,000	100.00%	as needed
Rio Lindo	183,242	183,242.00	\$0.00	183,242	100.00%	
Rio Del Valle	34,146	34,146.00	\$0.00	34,146	100.00%	
Subtotal	317,388	265,935.00	51,453.00	317,388		
Shade Structures - Covid-19 3 sites	2,055,539	231,644.33	\$15,895.00	247,539	93.58%	Plaza Only-Arc
Covid -19 Other costs	1,324,974	1,324,974.00	\$0.00	1,324,974	100.00%	
Safety Improvement	32,000	31,075.94	\$0.00	31,076	100.00%	
Technology for Classrooms Districtwide		3,303,626.72	\$10,326.36	3,313,953		
Technology Infrastructure Districtwide		473,300.05	\$0.00	473,300		
Technology Infrastructure/Classroom Upgrades- 7 yr Plan	4,087,253	3,776,926.77	10,326.36	3,787,253	92.66%	Year 4 of 7
Rio Del Sol New K-8 STEAM School - Phase 2	16,646,339	16,646,338.12	\$0.00	16,646,338	100.00%	
Rio del sol Playground	880,844	852,092.64	\$28,751.00	880,844	96.74%	
Subtotal	17,527,183	17,498,431	28,751	17,527,182		
Rio Lindo ES						
Rio Lindo Bldg A	4,535,795	4,535,794.08	\$0.00	4,535,794	100.00%	
Rio Lindo Fire Alarm Replacement	231,538	231,537.53	\$0.00	231,538	100.00%	
Rio Lindo Parking Lot	561,734	561,733.75	\$0.00	561,734	100.00%	
Rio Lindo Special Needs Restroom	87,040	5,092.00	\$81,948.00	87,040		Architect
Subtotal	5,416,106	5,334,157.36	81,948.00	5,416,105		
Rio Plaza ES						
Rio Plaza Hood Replacement	209,040	209,039.74	\$0.00	209,040	100.00%	
Rio Plaza Fire Alarm Replacement	365,351	365,100.64	\$0.00	365,101	100.00%	
Rio Plaza Emergency Repair Water	664,156	578,071.00	\$86,085.14	664,156	100.00%	
Subtotal	1,239,047	1,152,211.38	86,085.14	1,238,297		
Rio Real ES						
Rio Real Fire Alarm Replacement	382,000	348,111.98	\$0.00	348,112	100.00%	
Rio Real Track & Sport Improvement	253,230	253,229.69	\$0.00	253,230	100.00%	
Rio Real Office/Breakroom Remodel	108,888	108,888.44	\$0.00	108,888	100.00%	
Rio Real KItIn Enclosure/Setup	8,300	8,281.92	\$0.00	8,282	100.00%	
Subtotal	752,418	718,512.22	0.00	718,512		
Rio del Valle MS						
Rio del Valle Sports Fields Master Plan Phase I	6,183,305	6,163,095.98	\$20,209.00	6,183,305	100.00%	Plus Architect/Ins
Rio del Valle Sports Fields Master Plan Phase II	4,800,000	64,463.60	\$94,330.00	158,794		
Rio del Valle Kitchen Remodel **	500,000	156,067.16	\$210,549.00	366,616	0.00%	Architect fee

** Tentative Projects - Need Board Approval

Expenditures	TOTAL PROJECTED PROJECTS	Expenditures To Date	Committed/Encumbered	Total	% Complete	Comment
Full Kitchen/MPR Remodel**	6,100,000	0.00	\$0.00	-		
Jel Valle Admin Office redo**	7,720	7,720.00	\$0.00	7,720	0.00%	Architect fees
Jel Valle Portable relocate/refresh	654,130	654,129.61	\$0.00	654,130	100.00%	
Jel Valle Fire Alarm	519,958	509,527.49	\$10,431.00	519,958	97.99%	Plus Architect/Inspector
Jel Valle Restroom Remodel	8,910	8,910.16	\$0.00	8,910	100.00%	
Jel Valle Gym Acoustics & Sound Project **	54,862	54,861.98	\$0.00	54,862	100.00%	
total	18,828,885	7,618,775.98	335,519.00	7,954,295		
Del Norte ES						
Jel Norte - Kitchen Update	8,917	8,916.66	\$0.00	8,917		
Jel Norte Fire Alarm	8,798	8,797.50	\$0.00	8,798		
total	17,714	17,714.16	0.00	17,714		
Rosales ES		0.00	\$0.00			
Jel Mar Lighting Project	31,123	31,122.55	\$0.00	31,123		
Vista Middle School						
Vista MPR Lighting Project	137,722	109,771.59	\$27,950.00	137,722	0.00%	new project
Vista Modernization- Greenhouse	5,650	5,650.00	\$0.00	5,650		
Vista Acoustical Wall	49,775	49,775.00	\$0.00	49,775		
total	193,146.59	165,196.59	27,950.00	193,147		
Titles Modernization TBD	2,890,237					
Program Contingencies set aside	2,500,000					
Total Expenditures to Date		49,970,172.46	6,582,470.50	56,552,643		
Projected Balance as of February 28, 2023				20,071,389		
TOTAL PROJECTED BOND PROJECTS	84,006,461					

Projects currently in construction
Projects Completed

** Tentative Projects - Need Board Approval



Financial and Performance Audits
Building Fund (Measure L)
June 30, 2022

Rio Elementary School District

FINANCIAL AUDIT

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Financial Audit
Building Fund (Measure L)
June 30, 2022
Rio Elementary School District



Independent Auditor's Report

To the Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the Building Fund (Measure L) of the Rio Elementary School District (the District), as of and for the year ended June 30, 2022, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Building Fund (Measure L) of the Rio Elementary School District, as of June 30, 2022, and the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Rio Elementary School District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measure L), and do not purport to, and do not, present fairly the financial position of the Rio Elementary School District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Rio Elementary School District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 1, 2023 on our consideration of the Building Fund (Measure L) of the Rio Elementary School District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Building Fund (Measure L) of the Rio Elementary School District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Building Fund (Measure L) of the Rio Elementary School District's internal control over financial reporting and compliance.

Rancho Cucamonga, California
March 1, 2023

Rio Elementary School District
Building Fund (Measure L)
Balance Sheet
June 30, 2022

Assets	
Investments	\$ 26,094,712
Receivables	<u>100,130</u>
Total assets	<u>\$ 26,194,842</u>
Liabilities and Fund Balances	
Liabilities	
Accounts payable	<u>\$ 707,420</u>
Fund Balances	
Restricted for capital projects	<u>25,487,422</u>
Total liabilities and fund balances	<u>\$ 26,194,842</u>

Rio Elementary School District
Building Fund (Measure L)
 Statement of Revenues, Expenditures, and Change in Fund Balance
 Year Ended June 30, 2022

Revenues		
Interest income	\$	61,704
Change in the fair value of investments		(426,453)
Other local revenue		47,493
		<u>47,493</u>
Total revenues		<u>(317,256)</u>
Expenditures		
Current		
Salaries and benefits		21,659
Supplies		
Materials		689
Noncapitalized equipment		15,606
Services		
Operations		87,279
Costs of issue		180,000
Capital outlay		11,148,274
		<u>11,148,274</u>
Total expenditures		<u>11,453,507</u>
Deficiency of Revenues over Expenditures		<u>(11,770,763)</u>
Other Financing Sources:		
Interfund transfer		12,731,564
Other sources - proceeds from issuance of general obligation bonds		13,818,454
		<u>13,818,454</u>
Net Financing Sources		<u>26,550,018</u>
Net Change in Fund Balance		14,779,255
Fund Balance - Beginning		<u>10,708,167</u>
Fund Balance - Ending	\$	<u><u>25,487,422</u></u>

Note 1 - Summary of Significant Accounting Policies

The accounting policies of the Rio Elementary School District Building Fund (Measure L) conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), who is not an accounting standard setting body, but does produce non-authoritative guidance. The Rio Elementary School District Building Fund accounts for financial transactions in accordance with the policies and procedures of the California School Accounting Manual.

Financial Reporting Entity

The financial statements include only the Building Fund of the Rio Elementary School District used to account for Measure L projects. This Fund was established to account for the expenditures of general obligation bonds issued under Measure L. These financial statements are not intended to present fairly the financial position and results of operations of the Rio Elementary School District in compliance with accounting principles generally accepted in the United States of America.

Fund Accounting

The operations of the Building Fund (Measure L) are accounted for in a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in the fund based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of Accounting

The Building Fund (Measure L) is accounted for using a flow of current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and current liabilities generally are included on the balance sheet. The statement of revenues, expenditures, and change in fund balances reports on the sources (revenues and other financing sources) and uses (expenditures and other financing uses) of current financial resources.

Budgets and Budgetary Accounting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all governmental funds. The District's governing board adopts an operating budget no later than July 1 in accordance with State law. A public hearing must be conducted to receive comments prior to adoption. The District's governing board satisfied these requirements. The Board revises this budget during the year to give consideration to unanticipated revenue and expenditures primarily resulting from events unknown at the time of budget adoption. The District employs budget control by minor object and by individual appropriation accounts. Expenditures cannot legally exceed appropriations by major object account.

Encumbrances

The District utilizes an encumbrance accounting system under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrances are liquidated when the commitments are paid and all outstanding encumbrances lapse at June 30.

Fund Balances – Building Fund (Measure L)

As of June 30, 2022, fund balance of the Building Fund is classified as follows:

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments.

Spending Order Policy

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the District considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the governing board has provided otherwise in its commitment or assignment actions.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

Note 2 - Investments

Policies and Practices

The District is authorized under California Government Code to make direct investments in local agency bonds, notes, or warrants within the State; U.S. Treasury instrument; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreement; medium term corporate notes; shares of beneficial interest issued by diversified management companies, certificates of participation, obligations with first priority security, and collateralized mortgage obligations.

Investment in County Treasury

The District is considered to be an involuntary participant in an external investment pool as the District is required to deposit all receipts and collections of monies with their County Treasurer (*Education Code* Section 41001). The fair value of the District's investment in the pool is reported in the accounting financial statement at amounts based upon the District's pro-rata share of the fair value provided by the County Treasurer for the entire portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasurer, which is recorded on the amortized cost basis.

General Authorizations

Limitations as they relate to interest rate risk, credit risk, and concentration of credit risk are indicated in the schedules below:

Authorized Investment Type	Maximum Remaining Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds, Notes, Warrants	5 years	None	None
Registered State Bonds, Notes, Warrants	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptance	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates of Deposit	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20% of base	None
Medium-Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through Securities	5 years	20%	None
County Pooled Investment Funds	N/A	None	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Joint Powers Authority Pools	N/A	None	None

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value is to changes in market interest rates. The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The District manages its exposure to interest rate risk by investing in the Ventura County Treasury Investment Pool. The District maintains a Building Fund (Measure L) investment of \$26,094,712 with the Ventura County Treasury Investment Pool, with an average maturity of 278 days.

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District's investment in the Ventura County Treasury Investment Pool is not required to be rated, nor has been rated as of June 30, 2022.

Note 3 - Receivables

Receivables at June 30, 2022, consisted of the following:

Interest	\$ 53,388
Other local sources	46,742
	\$ 100,130
	\$ 100,130

Note 4 - Accounts Payable

Accounts payable at June 30, 2022, consisted of the following:

Salaries and benefits	\$ 1,530
Construction	705,890
	\$ 707,420
	\$ 707,420

Note 5 - Commitments and Contingencies

As of June 30, 2022, the Building Fund (Measure L) had the following commitments with respect to unfinished projects:

<u>Capital Projects</u>	<u>Remaining Construction Commitment</u>	<u>Expected Date of Completion</u>
Rio del Valle Sports Master Plan	\$ 8,091	September 2022
Rose Avenue	87,137	October 2022
Rio Plaza HVAC & Electrical	1,934,603	November 2022
Rio Real HVAC & Electrical	1,345,285	November 2022
Rio Del Valle Fire Alarm System Upgrade	70,929	November 2022
Rio Vista Gym & HVAC	824,538	December 2022
	<u>\$ 4,270,583</u>	

Litigation

The District's Measure L bond program is not currently a party to any legal proceedings.



Independent Auditor's Report
June 30, 2022

Rio Elementary School District



**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements Performed
in Accordance with *Government Auditing Standards***

Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Building Fund (Measure L) of the Rio Elementary School District (the District) as of and for the year ended June 30, 2022, and the related notes of the financial statements, and have issued our report thereon dated March 1, 2023.

Emphasis of Matter

As discussed in Note 1, the financial statements present only Building Fund (Measure L), and do not purport to, and do not, present fairly the financial position of the Rio Elementary School District as of June 30, 2022, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Rio Elementary School District's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Rio Elementary School District's internal control. Accordingly, we do not express an opinion on the effectiveness of Rio Elementary School District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's Building Fund (Measure L) financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We identified a certain deficiency in internal control, described in the accompanying Schedule of Findings and Responses as item 2022-001 that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Building Fund (Measure L) of the Rio Elementary School District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The District's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the District's response to the findings identified in our audit and described in the Schedule of Findings and Responses. The District's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rancho Cucamonga, California
March 1, 2023

The following finding represents a material weakness related to the financial statements that is required to be reported in accordance with *Government Auditing Standards*. The finding has been coded as follows:

	Five Digit Code	AB 3627 Finding Type
	30000	Internal Control
2022-001	30000 – Internal Control	
	Criteria or Specific Requirements	
	Management is responsible for the design, implementation, and maintenance of internal controls to ensure the financial statements are free from material misstatement, whether due to error or fraud. Such internal controls should include a review of the yearend closing entries required to ensure the financial statements are fairly stated. Accordingly, management should ensure that all applicable accounting principles are adhered to when preparing the financial statements.	
	Condition	
	During the course of our engagement, we identified material misstatements of the fair market value of the cash in county treasury and receivables in the Building Fund (Measure L) as reported in the 2021-2022 unaudited actuals financial report. Through review of supporting records, we noted that the fair market value of the cash in county treasury was overstated by \$68,711 and receivables were understated by \$46,743 in the Building Fund.	
	Questioned Costs	
	There were no questioned costs associated with the identified condition.	
	Context	
	The conditions were identified through review of available District records related to the financial account balances.	
	Effect	
	Due to the conditions identified, the District’s fund balance was overstated by \$21,968 in the Building Fund (Measure L).	
	Cause	
	The District’s internal control and review system was not able to detect the misstatements to the financial statements.	

Repeat Finding

No.

Recommendation

A thorough review of the District's financial statements, including all adjusting entries and reclassifying entries should take place before the financial statements are finalized by the District's business department.

Corrective Action Plan and Views of Responsible Officials

We researched the reasons for this finding and identified that human errors are the cause. The majority of the staff members involved in this finding are no longer associated with Rio School District. However, as a corrective action, we will provide more training to the staff involved in these types of transactions and we will provide multiple layers of management oversight at year-end closing.

Rio Elementary School District
Building Fund (Measure L)
Summary of Schedule of Prior Audit Findings
June 30, 2022

There were no audit findings reported in the prior year's Schedule of Findings and Responses.



Performance Audit
Building Fund (Measure L)
June 30, 2022

Rio Elementary School District



Independent Auditor's Report on Performance

Governing Board and
Citizens Oversight Committee
Rio Elementary School District
Oxnard, California

We were engaged to conduct a performance audit of the Building Fund (Measure L) of the Rio Elementary School District (the District) for the year ended June 30, 2022.

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Our audit was limited to the objectives listed within the report which includes determining the District's compliance with the performance requirements as referred to in Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution and Appendix A contained in *the 2021-2022 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the California Education Audit Appeals Panel. Management is responsible for the District's compliance with those requirements.

In planning and performing our performance audit, we obtained an understanding of the District's internal control in order to determine if the internal controls were adequate to help ensure the District's compliance with the requirements of Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution, but not for the purpose of expressing an opinion of the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

The results of our tests indicated that the District expended Building Fund (Measure L) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution.

This report is intended solely for the information and use of the District, Governing Board, and Citizens Oversight Committee and is not intended to be and should not be used by anyone other than these specified parties.

Rancho Cucamonga, California
March 1, 2023

Authority for Issuance

The Measure L Bonds are issued pursuant to the Constitution and laws of the State of California (the State), including the provisions of Chapters 1 and 1.5 of Part 10 of the California Education Code, and other applicable provisions of law. The Bonds are authorized to be issued by a resolution adopted by the Board of Supervisors of the County, pursuant to a request of the District made by a resolution adopted by the Board of Education of the District on January 16, 2019.

The District received authorization at an election held on November 6, 2018, to issue bonds of the District in an aggregate principal amount not to exceed \$59,200,000 to finance specific construction and renovation projects approved by eligible voters within the District. The proposition required approval by at least 55 percent of the votes cast by eligible voters within the District. The Bonds represent the first two of a series of the authorized bonds to be issued under the 2018 Authorization.

Purpose of Issuance

“The Measure L general obligation bond funds of the District will be used to finance projects that will improve the quality of education; modernize outdated classrooms, restrooms and facilities; make health, safety, and security improvements; provide HVAC; upgrade technology; and construct new classrooms and libraries.”

Authority for the Audit

On November 7, 2000, California voters approved Proposition 39, the Smaller Classes, Safer Schools, and Financial Accountability Act. Proposition 39 amended portions of the California Constitution to provide for the issuance of general obligation bonds by school districts, community college districts, or county offices of education, "for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of rental property for school facilities", upon approval by 55 percent of the electorate. In addition to reducing the approval threshold from two-thirds to 55 percent, Proposition 39 and the enacting legislation (AB 1908 and AB 2659) requires the following accountability measures as codified in Education Code Sections 15278-15282:

1. Requires that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3)(C) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.
2. The school district must list the specific school facilities projects to be funded in the ballot measure, and must certify that the governing board has evaluated safety, class size reduction and information technology needs in developing the project list.
3. Requires the school district to appoint a citizens' oversight committee.

4. Requires the school district to conduct an annual independent financial audit and performance audit in accordance with the *Government Auditing Standards* issued by the Comptroller General of the United States of the bond proceeds until all of the proceeds have been expended.
5. Requires the school district to conduct an annual independent performance audit to ensure that the funds have been expended only on the specific projects listed.

Objectives of the Audit

1. Determine whether expenditures charged to the Building Fund have been made in accordance with the bond project list approved by the voters through the approval of Measure L.
2. Determine whether salary transactions charged to the Building Fund were in support of Measure L and not for District general administration or operations.

Scope of the Audit

The scope of our performance audit covered the period of July 1, 2021 to June 30, 2022. The population of expenditures tested included all object and project codes associated with the bond projects. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, were not included within the scope of the audit. Expenditures incurred subsequent to June 30, 2022, were not reviewed, or included within the scope of our audit or in this report.

Methodology

We obtained the general ledger and the project expenditure reports prepared by the District for the fiscal year ended June 30, 2022, for the Building Fund (Measure L). Within the fiscal year audited, we obtained the actual invoices and other supporting documentation for a sample of expenditures to ensure compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution and Measure L as to the approved bond projects list. We performed the following procedures:

1. We identified expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing.
2. We selected a sample of expenditures using the following criteria:
 - a. We considered all expenditures recorded in all object codes.
 - b. We considered all expenditures recorded in all projects that were funded from July 1, 2021 through June 30, 2022, from Measure L bond proceeds.
 - c. We selected all expenditures that were individually significant expenditures. Individually significant expenditures were identified based on our assessment of materiality.
3. Our sample included transactions totaling \$9,099,588. This represents 79 percent of the total expenditures of \$11,453,507.

4. We reviewed the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were supported by proper bid documentation, as applicable.
 - c. Expenditures were expended in accordance with voter-approved bond project list.
 - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District.

5. We determined that the District has met the compliance requirements of Measure L if the following conditions were met:
 - a. Supporting documents for expenditures were aligned with the voter-approved bond project list.
 - b. Supporting documents for expenditures were not used for salaries of school administrators or other operating expenses of the District.

Conclusion

The results of our tests indicated that, in all significant respects, the Rio Elementary School District has properly accounted for the expenditures held in the Building Fund (Measure L) and that such expenditures were made for authorized bond projects. Further, it was noted that funds held in the Building Fund (Measure L) and expended by the District were used for salaries of administrators only to the extent they perform administrative oversight work on construction projects as allowable per Opinion 04-110 issued on November 9, 2004, by the State of California Attorney General.

None reported.

**Rio Elementary School District
Building Fund (Measure L)
Summary of Schedule of Prior Audit Findings
June 30, 2022**

There were no audit findings reported in the prior year's Schedule of Findings and Questioned Costs.

3:01
No. 28
By: *[Signature]*

9.3



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Conceptual Review of Proposal for Architectural/Engineering Services for Rio Real and Rio Plaza Elementary School Campus Improvements
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	55,000.00
Budget Source	Measure H
Recommended Action	Administration recommends the Board consider conceptual concurrence with the Architecture for Education (A4E) proposal for architectural/engineering services, as presented, for the Rio Real and Rio Plaza Elementary School campus improvements, with direction to the Superintendent or his designees to negotiate contract for architectural services consistent with such proposal for ratification by the Board.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Architecture for Education (A4E) has prepared a proposal to the District, as presented, for architectural/engineering services for Rio Real and Rio Plaza Elementary Schools, including proposed fees for Contract and Basic Architectural Services as well as related pre-design services and fees. If the Board concurs with the substance of such proposal, the Superintendent, or his designees, in conjunction with legal counsel, shall negotiate an architectural contract, inclusive of all such tasks, for ratification by the Board.

[23-0413 Rio Plaza & Real Campus Improvements.pdf \(248 KB\)](#)

[23-0413 Rio Plaza & Real PreDesign.pdf \(230 KB\)](#)

Administrative Content

Executive Content

✓



April 12, 2023

Dr. John Puglisi
Superintendent
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Re: Fee Proposal for Architectural/ Engineering Services
Rio Plaza ES Campus Improvements
Project # A-2213-00

Dr. Puglisi,

On behalf of Architecture for Education (A4E), thank you for engaging us to continue our partnership with the Rio School District and providing some insight on the project scope. Please see our understanding and fee proposal for your review and approval.

CONSTRUCTION BUDGET

- A. Based on the RSD Funding Team's analysis we anticipate a **Construction Budget of \$55,000,000** to be shared between Rio Real and Rio Plaza Campus Improvements.

3/29/23 BOARD APPROVED ANTICIPATED PROJECTS

- A. Rio Real Anticipated Projects
1. Renovation: Safety and Security Lighting
 2. Renovation: Roofing Replacement
 3. Renovation: Remove Modular buildings and repair landscape/hardscape
 4. Renovation: Outdoor Classrooms
 5. Renovation: Admin / Library / Makerspace Remodel
 6. Renovation: Domestic Water Upgrades and Hydration Stations
 7. New Construction: Middle School Classroom Building
 8. New Construction: MPR / Cafeteria / Food Service
- B. Rio Plaza Anticipated Projects
1. Renovation: Safety and Security Lighting
 2. Renovation: Roofing Replacement
 3. Renovation: Admin / MPR/ Food Service Remodel
 4. Renovation: Outdoor Classrooms
 5. Renovation: Domestic Water Upgrades and Hydration Stations
 6. New Construction: Replace OFS Building with New Classroom, Library, and Makerspace Building (Condition upon K-8 Conversion)

PROPOSED CONTRACT & BASIC SERVICES FEE

- A. A4E Proposes a Master Agreement, with the anticipated projects to be broken down into Renovation and New Construction Project Assignments.
- B. Renovation Project Assignments shall comply with the following sliding scale:

NEW BUILDING		
Project Dollar Amount	Fee Expressed as % of Budget	Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	9.00%	\$90,000.00
\$1,000,001 to \$2,000,000	8.50%	plus \$85,000.00
\$2,000,001 to \$4,000,000	8.00%	plus \$160,000.00
\$6,000,001 to \$8,000,000	7.50%	plus \$150,000.00
\$8,000,001 to \$12,000,000	7.00%	plus \$280,000.00
\$12,000,001 to \$14,000,000	6.50%	plus \$260,000.00
\$14,000,001 to \$18,000,000	6.00%	plus \$240,000.00
Above \$18,000,000	5.50%	plus \$1,100,000.00

- C. New Construction Project Assignments shall comply with the following sliding scale:

RENOVATION		
Project Dollar Amount	Fee Expressed as % of Budget	Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	12.00%	\$120,000.00
\$1,000,001 to \$2,000,000	11.50%	plus \$115,000.00
\$2,000,001 to \$4,000,000	11.00%	plus \$220,000.00
\$6,000,001 to \$8,000,000	10.50%	plus \$210,000.00
\$8,000,001 to \$12,000,000	10.00%	plus \$400,000.00
\$12,000,001 to \$14,000,000	9.00%	plus \$360,000.00
\$14,000,001 to \$18,000,000	8.00%	plus \$320,000.00
Above \$18,000,000	7.00%	plus \$1,400,000.00


- D. Basic Design and Engineering Services include Civil, Landscape, Structural, Mechanical, Electrical, and Plumbing Engineering for Schematic Design Phase through Construction and Certification. Engineering fees typically range 35-45% of the Full Basic Services Fee.
- E. Supplemental Engineering such as Food Service Design, Fire Protection Engineering, Offsite Improvements are excluded from Basic Services, additional fee available upon request.
- F. Supplemental Construction Admin Services for Multi Prime or Phased Construction shall be excluded from Basic Services, additional fee available upon request.
- G. A4E and RSD shall mutually agree upon all Project Assignment Scope, Budget, Schedule, Basic and Supplemental Service Fees as an exhibit to the Master Agreement.
- H. Project Assignment Budgets shall be reviewed at SD, DD, CD and Bid Milestones, with updates to Basic Service Sliding Scale Fee.

A4E PRE-DESIGN SERVICES & FEE

- A. Rio Real and Rio Plaza Pre-Design Schedule
- 1. Test Fit & Planning May 2023
 - i. Review options for each campus
 - ii. Confirm Priorities
 - iii. Anticipate (2) Virtual Meetings with RSD and Campus Leadership
 - iv. Anticipate (1) month
 - 2. Programming & Stakeholder Engagement Selected Option June – July 2023
 - i. (2) Visioning Stakeholder Meeting
 - ii. (1) Program Review Meeting
 - i. Scope Diagram, Program, and Cost Estimate
 - ii. (1) Scope and Cost Review Meeting
 - 2. Phase 1 Project Assignment Scope, Budget, and Schedule Confirmation
 - 3. Board Approval to Proceed August 2023
- B. We propose an **Hourly Pre-Design NTE Fee of \$50,000 (Fifty Thousand Dollars)**. Fee includes Architectural Design, Cost Estimating, and Reimbursable Expenses. Engineering (Mech, Elec, Struct, Etc) are excluded. We will work efficiently, and do not anticipate reaching the NTE amount but will notify you if we near 90% of the value spent.

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

Sincerely,



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



Olivia Graf Doyle
Design Principal/Partner
A4E

John Puglisi Date
Superintendent
Rio School District

10.2



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of March 15, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of March 15, 2023
Minutes	View Minutes for Mar 15, 2023 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval.

[Min031523.pdf \(63 KB\)](#)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Regular Board Meeting
March 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 convened the meeting at 5:02 p.m.

1.2 Pledge of Allegiance-Rio Real Student

The pledge of allegiance was led by Alfredo Rendon, 8th grade student at Rio Real Dual Immersion Academy.

1.3 Roll Call

Trustee Eisenhauer called the roll; all present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Anderson pulled Item 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 for discussion and also a correction to the rationale was made to read the Ventura County Sheriff's Department instead of the Oxnard Police Department.

Trustee Torres also stated a corrected salary schedule was added to item 10.7 Approval of Updated Certificated Teacher Salary Schedules.

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

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Kristine Anderson, second by Felix Eisenhauer.

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.

Public comments on closed session items were heard from Ryan Delaway with donated time from Rizza Husband, Adam Erickson, Anne Stehly and Constance Alvarado.

President Torres adjourned the meeting into closed session at 5:17 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. 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.

5.1 Report of Closed Session

President Torres reconvened the meeting at 6:28 p.m.

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

By a vote of 5-0, the Board took action to approve the recommendation for student readmission in matter #6014679.

By a vote of 5-0, the Board took action to approve the recommendation for student readmission in the matter of #6008023.

By a vote of 5-0, the Board took action to not approve the recommendation for student readmission in matter #6010584

By a vote of 5-0 the took action to expel student 6017672.

The Governing Board will return to closed session after open session.

6. Recognitions/Presentations

6.1 Rio Real Dual Immersion ASB Update

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Maria Hernandez, Principal of Rio Real Dual Immersion Academy. Dr. Hernandez then handed over the presentation to the students.

6.2 Rio del Valle Middle School MESA Program Update

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Ms. Leslie Pimental, Principal of Rio del Valle Middle School and students from the MESA program as well as Lorene Bacon, teacher.

Students explained the concept of the program. They participate as an elective class to help students use what they have learned and incorporate it into other classes. Ms. Pimental presented certificates to student who won some of awards from a recent competition.

6.3 National Board Certification Recognition

Rebecca Rocha, Director of Human Resources, acknowledged Ms. LaMorena who recently received the National Board Certification Recognition.

6.4 Skoolcade Recognition

Will bring to the next meeting.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

7.2 Board Member Reports

Reports were heard from Trustees Eisenhauer, Balderrama, Martin, Anderson and President Torres.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Rizza Husband, RTA.

7.4 Superintendent Report

Superintendent Puglisi began by recognizing a former board member, Jean Mattson, who served on the board beginning in 1972 and served for 25 years.

Superintendent Puglisi began an overview of the work and data collected on student learning from the Ed Services department.

Wanda Kelly, Director, provided an update on the Author's Faire.

Rosie Rosales, CSEA, presented information regarding the ACE Programs. The ACE program provides administrators to shadow classified staff.

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

There were no public comments.

8. Information

8.1 Human Resources Updates

Rebecca Rocha, Director of Human Resources, stated Gov. Newsom signed legislation ending the COVID State of Emergency. We will continue to follow recommended guidelines. Ms. Rocha also updated the board on attendance.

9. Discussion/Action

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

It is recommended that the Independent Auditors Annual Financial Reports as of June 30, 2022 be approved.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.2 Reclassification of District Programs Director to Director of Extended Learning 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

9.3 Approval of Salary increase for Management and other Non-Represented Groups Administration recommends approval of this item.

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Alesia Martin, Rosa Balderrama

No: Kristine Anderson, Felix Eisenhauer

9.4 Approval of Salary Increase for Superintendent
Administration recommends approval of this item.

Motion by Eleanor Torres, second by Alesia Martin.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Alesia Martin, Rosa Balderrama

No: Kristine Anderson, Felix Eisenhauer

9.5 Approval of the Rio School District Transportation Plan for 2022-2023
It is recommended that the transportation plan update be approved for 2022-2023.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.6 Approval of the 2022/2023 Second Interim Budget
It is recommended that the Second Interim Budget be approved for 2022/2023.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.7 Second and Final Reading of CSBA Board Policies Revisions
Staff recommends approval of the revised CSBA Board Policies

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval 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

10.2 Approval of the Minutes of the Regular Board Meeting of February 15, 2023.
Resolution: Staff recommends 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. 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.

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

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

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.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

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

Action: 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

11.1 Future Items for Discussion

Trustee Eishenhauer would like information on media showcasing and testing score data.

11.2 Future Meeting Dates: April 19, 2023

Special board meeting March 29 2023

President Torres adjourned the meeting back into closed session at 9:14 p.m.

12. Adjournment

12.1 Adjournment

President Torres reconvened the meeting into closed session at 9:43 p.m.

President Torres reported no action took place during closed session.

President Torres adjourned the meeting at 9:43 p.m.

Approved on this 19th day of April, 2023.

John Puglisi, Ph.D., Secretary

Date

Clerk of the Board

Date

10.3



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Minutes of the Special Board Meeting of March 29, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Special Board Meeting of March 29, 2023.
Minutes	View Minutes for Mar 29, 2023 - Rio School District Special Board Meeting

Public Content

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

Staff recommends approval.

[MinSpec03292023.pdf \(50 KB\)](#)

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
May 29, 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, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

1. Preliminary Business

1.1 Call to Order

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

1.2 Pledge of Allegiance

Trustee Eisenhauer led the flag salute.

1.3 Roll Call

Trustee Eisenhauer called the roll, all present.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

President Torres announced the following change in the agenda: Item 4.3 Public Employee Appointment [Government Code 54957] Title: Middle School Principal and Elementary School Principal to the beginning of the closed session.

2.2 Approval of the Agenda

Staff recommended approval of the agenda 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.

Public comments were heard from Ryan Delaway with time donated by Adam Erickson, Sarah Vasquez, Ana Hernandez, Elena Ramirez, Hilda Lopez, Rosie Rosales and Connie Alvarado.

President Torres adjourned the meeting into closed session at 5:12 p.m.

4. Closed Session

4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1)) Name of case: City of Oxnard v. Rio School District, Ventura County Superior Ct. Case No. 56-2023-00575575

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

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

5. Open Session

5.1 Reconvene Open Session/Report of Closed Session

President Torres reconvened the meeting at 6:59 p.m.

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

The Governing Board by a vote of 4-0, with one abstention, to approve Robert Guynn as Principal of Rio Vista Middle School and Leslie Hudson, Principal of Rio del Mar. President Torres and Trustee Eisenhauer, Martin and Balderrama vote yes, Trustee Anderson abstained.

The Governing Board by a vote of 3-0 voted to waive the provision in BP 4111 Recruitment and Selection

President Torres and Trustee Eisenhauer and Balderrama, vote yes; Trustees Martin and Anderson vote no.

6. Public Comment/ Open Session

6.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (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.

There were no public comments for open session.

7. Information/Action

7.1 Approval of SBHIP Grant MOU with VCOE
Administration recommends approval of this item.

Motion by Felix Eisenhauer, second by Alesia Martin.

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

7.2 Approval of the Facilities Master Planning Prioritization Plan

Staff recommends approval of the recommended Facilities Master Planning Prioritization Plan.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

8. Adjournment

8.1 Future Meeting Dates: April 19, 2023

A Special Board Meeting for a New Beginnings Workshop on May 3 and May 4, 2023.

8.2 Adjournment

President Torres adjourned the meeting at 8:10 p.m.

Approved on this 19th day of April, 2023.

John Puglisi, Ph.D., Secretary

Date

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

Date

10.4



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Ratification of the Commercial Warrant for March 2, 2023 through April 7, 2023
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,789,498.53
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 March 2, 2023 through April 7 2023

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,789,498.53 which includes processing payments for all funds of the District in the following amounts for the period March 2, 2023 through April 7, 2023.

Fund 010	General Fund	\$3,047,609.52
Fund 130	Cafeteria Fund	\$313,589.92
Fund 212	Building Fund Measure L	\$203,463.60
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$71,749.92
Fund 252	CAPITAL FACILITIES COMMERCIAL	\$38,548.30
Fund 490	Capital Projects Fund for Blen	<u>\$114,537.27</u>
Total		\$3,789,498.53
Less Unpaid Tax Liability		<u>-\$0</u>
Total:		\$3,789,498.53

[Checks for 3-2-23 - 4-7-23.pdf \(1,554 KB\)](#)

Administrative Content**Executive Content**

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

Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048804	03/06/2023	Kosters, Carrie C	010-3702	106.66	
5009048880	03/09/2023	DataProse, LLC	010-4140	6,966.22	
5009048977	03/14/2023	CENGAGE LEARNING	010-4140	3,028.41	
5009049023	03/16/2023	PERMA BOUND	010-4200	68.67	
5009049075	03/21/2023	THE BOOKWORM	010-4200	771.77	
5009048733	03/02/2023	Advance Auto Parts	010-4300	2,639.24	
5009048735	03/02/2023	Aswell Trophy	010-4300	3,583.07	
5009048736	03/02/2023	BARON INDUSTRIES	010-4300	356.42	
5009048737	03/02/2023	Bertrands Music (Pedersens)	010-4300	786.71	
5009048741	03/02/2023	COGGS TIRE SERVICE	010-4300	21.38	
5009048746	03/02/2023	Fence Factory Rentals	010-4300	856.52	
5009048747	03/02/2023	GIBBS INTERNATIONAL	010-4300	1,441.43	
5009048748	03/02/2023	Grainger	010-4300	226.37	
5009048757	03/02/2023	Learning Without Tears	010-4300	113.93	
5009048762	03/02/2023	O'Reilly Auto Parts	010-4300	537.59	
5009048763	03/02/2023	PARADISE CHEVROLET	010-4300	30.80	
5009048770	03/02/2023	SC FUELS	010-4300	2,181.24	
5009048771	03/02/2023	SCHOOL SPECIALTY, LLC	010-4300	401.14	
5009048779	03/02/2023	Traffic Technologies, LLC	010-4300	39.88	
5009048793	03/06/2023	Garcia, Lisette	010-4300	174.75	
5009048795	03/06/2023	Landberg, Kimberly	010-4300	27.27	
5009048797	03/06/2023	Burke, Courtney L	010-4300	222.74	
5009048798	03/06/2023	Calafati, Crystal E	010-4300	23.43	
5009048799	03/06/2023	Munoz, Brenda	010-4300	67.66	
5009048800	03/06/2023	VanConas, Andrew G	010-4300	53.85	
5009048802	03/06/2023	Gray, Ethan T	010-4300	40.00	
5009048806	03/06/2023	AMAZON CAPITAL SERVICES	010-4300	20,852.15	
5009048809	03/06/2023	Bertrands Music (Pedersens)	010-4300	4,362.28	
5009048818	03/06/2023	Cloud 9 Sports, LLC	010-4300	3,627.10	
5009048821	03/06/2023	Earth Easy	010-4300	2,219.70	
5009048842	03/06/2023	SC FUELS	010-4300	1,564.13	
5009048853	03/09/2023	Mendoza, Jo Anna	010-4300	24.04	
5009048854	03/09/2023	Fairchild, Kim A	010-4300	320.15	
5009048856	03/09/2023	Salas, Ruth V	010-4300	66.55	
5009048861	03/09/2023	Raymond, Kirk L	010-4300	160.69	
5009048869	03/09/2023	BARON INDUSTRIES	010-4300	97.21	
5009048871	03/09/2023	Center Glass Co	010-4300	388.00	
5009048888	03/09/2023	Grainger	010-4300	881.62	
5009048889	03/09/2023	Green Thumb Nursery	010-4300	881.39	
5009048892	03/09/2023	Jostens	010-4300	3,682.26	
5009048893	03/09/2023	LAKESHORE	010-4300	23,889.34	
5009048894	03/09/2023	Lawson Products	010-4300	314.66	
5009048897	03/09/2023	Lego Education	010-4300	1,834.64	
5009048898	03/09/2023	Linde Gas & Equipment Inc.	010-4300	175.06	
5009048899	03/09/2023	Maad Graphics	010-4300	1,084.85	
5009048901	03/09/2023	O'Reilly Auto Parts	010-4300	65.54	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048902	03/09/2023	OTC BRANDS, INC.	010-4300	829.88	
5009048905	03/09/2023	Pacific Equipment	010-4300	468.55	
5009048906	03/09/2023	PAR Inc	010-4300	1,649.04	
5009048907	03/09/2023	PERMA BOUND	010-4300	208.18	
5009048909	03/09/2023	PRO-ED, INC	010-4300	1,595.78	
5009048916	03/09/2023	Elizabeth Lawrence Rubber Duck Design	010-4300	360.00	
5009048917	03/09/2023	SC FUELS	010-4300	1,756.01	
5009048920	03/09/2023	Southwest School & Office Supply	010-4300	2,277.99	
5009048926	03/09/2023	ULINE	010-4300	210.56	
5009048929	03/09/2023	Velocity Truck Center	010-4300	46.28	
5009048931	03/09/2023	Western Psychological Services	010-4300	2,370.35	
5009048933	03/13/2023	Advance Auto Parts	010-4300	52.01	
5009048934	03/13/2023	Aswell Trophy	010-4300	26.22	
5009048936	03/13/2023	BARON INDUSTRIES	010-4300	645.17	
5009048947	03/14/2023	Airgas	010-4300	120.44	
5009048948	03/14/2023	Aswell Trophy	010-4300	33.87	
5009048950	03/14/2023	Barnes & Noble Inc.	010-4300	565.46	
5009048951	03/14/2023	BARON INDUSTRIES	010-4300	343.02	
5009048952	03/14/2023	Blick Art Materials	010-4300	110.07	
5009048955	03/14/2023	Breakout, EDU	010-4300	753.00	
5009048958	03/14/2023	C D W GOVERNMENT, INC.	010-4300	1,366.03	
5009048972	03/14/2023	Green Thumb Nursery	010-4300	339.01	
5009048982	03/14/2023	Rio Vista ASB	010-4300	300.00	
5009048987	03/14/2023	Velocity Truck Center	010-4300	50.37	
5009048992	03/16/2023	AMAZON CAPITAL SERVICES	010-4300	21,135.33	
5009048994	03/16/2023	Bertrands Music (Pedersens)	010-4300	347.78	
5009048996	03/16/2023	C D W GOVERNMENT, INC.	010-4300	633.39	
5009049000	03/16/2023	Museum of Science, EIE	010-4300	129.99	
5009049001	03/16/2023	Encore Data Products	010-4300	1,950.11	
5009049005	03/16/2023	Forum Music Festivals	010-4300	5,856.00	
5009049007	03/16/2023	Heinemann	010-4300	548.17	
5009049009	03/16/2023	Jostens	010-4300	525.98	
5009049010	03/16/2023	LAKESHORE	010-4300	54.57	
5009049012	03/16/2023	Linde Gas & Equipment Inc.	010-4300	127.33	
5009049015	03/16/2023	Magnetic Concepts Corporation	010-4300	50.93	
5009049017	03/16/2023	O'Reilly Auto Parts	010-4300	19.65	
5009049019	03/16/2023	ODP Business Solutions	010-4300	28,133.26	
5009049020	03/16/2023	OTC BRANDS, INC.	010-4300	140.63	
5009049023	03/16/2023	PERMA BOUND	010-4300	357.41	
5009049035	03/16/2023	SC FUELS	010-4300	2,731.64	
5009049036	03/16/2023	SCHOLASTIC	010-4300	3,081.29	
5009049037	03/16/2023	SCHOOL SPECIALTY, LLC	010-4300	2,210.48	
5009049040	03/16/2023	Skechers USA Inc.	010-4300	136.67	
5009049041	03/16/2023	Smith Pipe & Supply	010-4300	304.84	
5009049042	03/16/2023	SoCal Worms LLC	010-4300	786.60	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049050	03/16/2023	Traffic Technologies, LLC	010-4300	87.40	
5009049051	03/16/2023	ULINE	010-4300	358.04	
5009049052	03/16/2023	U.S. Bank Corporate Payment Systems	010-4300	6,134.82	
5009049053	03/16/2023	Varsity Brands Holding Co.	010-4300	842.18	
5009049058	03/16/2023	VIRCO MFG.	010-4300	469.01	
5009049060	03/21/2023	Lopez, Kimberlee A	010-4300	85.77	
5009049063	03/21/2023	Erickson, Adam L	010-4300	286.61	
5009049064	03/21/2023	Ve, Faye C	010-4300	19.61	
5009049069	03/21/2023	Miranda, Claudia	010-4300	74.98	
5009049071	03/21/2023	AMAZON CAPITAL SERVICES	010-4300	15,527.57	
5009049083	03/21/2023	GIBBS INTERNATIONAL	010-4300	1,388.07	
5009049084	03/21/2023	Gralnger	010-4300	289.97	
5009049085	03/21/2023	VCOE GRAPHICS CENTER	010-4300	14.65	
5009049086	03/21/2023	House Sanitary Supply	010-4300	824.42	
5009049088	03/21/2023	Kimball Midwest	010-4300	1,637.44	
5009049096	03/21/2023	PRINTECH	010-4300	3,127.39	
5009049098	03/21/2023	SC FUELS	010-4300	2,402.53	
5009049101	03/21/2023	U.S. Bank Corporate Payment Systems	010-4300	1,029.67	
5009049112	03/28/2023	Aswell Trophy	010-4300	39.77	
5009049125	03/28/2023	HOME DEPOT CREDIT SERVICES	010-4300	10,949.43	
5009049126	03/28/2023	Kimball Midwest	010-4300	2,558.57	
5009049135	03/28/2023	Sam's Club Direct	010-4300	305.77	
5009049136	03/28/2023	Shaper Tools, Inc.	010-4300	110.47	
5009049143	03/30/2023	Marfa, Julie E	010-4300	128.34	
5009049144	03/30/2023	Hudson, Leslie	010-4300	158.97	
5009049149	03/30/2023	Advance Auto Parts	010-4300	624.97	
5009049154	03/30/2023	AMAZON CAPITAL SERVICES	010-4300	8,288.25	
5009049165	03/30/2023	BARON INDUSTRIES	010-4300	144.86	
5009049168	03/30/2023	Bertrands Music (Pedersens)	010-4300	1,503.08	
5009049186	03/30/2023	SAGE PUBLICATIONS INC.	010-4300	83.32	
5009049190	03/30/2023	Decker Inc. School Fix	010-4300	369.62	
5009049204	03/30/2023	FRANKLIN TRUCK PARTS, INC.	010-4300	293.87	
5009049213	03/30/2023	GIBBS INTERNATIONAL	010-4300	234.96	
5009049218	03/30/2023	Green Thumb Nursery	010-4300	613.09	
5009049227	03/30/2023	Kirk Raymond	010-4300	514.32	
5009049230	03/30/2023	Lawson Products	010-4300	1,715.48	
5009049234	03/30/2023	Mark It Place	010-4300	922.36	
5009049236	03/30/2023	MAYAN HARDWOOD, INC.	010-4300	24.44	
5009049242	03/30/2023	O'Reilly Auto Parts	010-4300	721.26	
5009049243	03/30/2023	ODP Business Solutions	010-4300	4,141.89	
5009049254	03/30/2023	Rainbow Mealworms, Inc.	010-4300	16.74	
5009049264	03/30/2023	Skechers USA Inc.	010-4300	753.20	
5009049279	03/30/2023	VC Metals Inc	010-4300	176.61	
5009049280	03/30/2023	Velocity Truck Center	010-4300	112.77	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049288	04/04/2023	Advance Auto Parts	010-4300	615.83	
5009049289	04/04/2023	ALLSTATE SIGN & PLAQUE CORP.	010-4300	537.50	
5009049293	04/04/2023	Aswell Trophy	010-4300	371.45	
5009049295	04/04/2023	B & H Foto Electronics Corp	010-4300	1,332.60	
5009049296	04/04/2023	BARON INDUSTRIES	010-4300	1,403.27	
5009049310	04/04/2023	Grainger	010-4300	224.77	
5009049321	04/04/2023	National Graphics Surfside Prints	010-4300	986.62	
5009049323	04/04/2023	O'Reilly Auto Parts	010-4300	386.69	
5009049328	04/04/2023	School Datebooks, Inc.	010-4300	3,123.65	
5009049337	04/04/2023	Velocity Truck Center	010-4300	294.37	
5009049345	04/05/2023	Rocha, Rebecca	010-4300	55.27	
5009049347	04/05/2023	Auerbach, Katherine A	010-4300	141.91	
5009049348	04/05/2023	Malette, Jeanine	010-4300	244.36	
5009049349	04/05/2023	Book, Valori	010-4300	47.66	
5009049352	04/05/2023	Gray, Ethan T	010-4300	288.39	
5009049357	04/05/2023	Airgas	010-4300	27.93	
5009049370	04/05/2023	Edward Lee Layman	010-4300	611.96	
5009049377	04/05/2023	LAKESHORE	010-4300	320.27	
5009049388	04/05/2023	SC FUELS	010-4300	4,868.75	
5009049394	04/05/2023	VC Metals Inc	010-4300	25.95	
5009048751	03/02/2023	House Sanitary Supply	010-4325	701.06	
5009048890	03/09/2023	House Sanitary Supply	010-4325	3,703.47	
5009049008	03/16/2023	House Sanitary Supply	010-4325	1,303.30	
5009049024	03/16/2023	Pioneer Chemical Co	010-4325	1,056.22	
5009049044	03/16/2023	Southwest School & Office Supply	010-4325	1,080.26	
5009049086	03/21/2023	House Sanitary Supply	010-4325	1,207.18	
5009049130	03/28/2023	Pioneer Chemical Co	010-4325	3,102.17	
5009049223	03/30/2023	House Sanitary Supply	010-4325	2,353.49	
5009049312	04/04/2023	House Sanitary Supply	010-4325	1,098.34	
5009049279	03/30/2023	VC Metals Inc	010-4335	36.30	
5009049394	04/05/2023	VC Metals Inc	010-4335	5.34	
5009048744	03/02/2023	Ewing Irrigation Products Inc	010-4360	689.82	
5009048749	03/02/2023	Green Thumb Nursery	010-4360	4,327.17	
5009048770	03/02/2023	SC FUELS	010-4360	341.18	
5009048842	03/06/2023	SC FUELS	010-4360	244.65	
5009048905	03/09/2023	Pacific Equipment	010-4360	175.14	
5009048917	03/09/2023	SC FUELS	010-4360	274.66	
5009048918	03/09/2023	SiteOne Landscape Supply Holding, LLC	010-4360	402.19	
5009048919	03/09/2023	SiteOne Landscape Supply Holding, LLC	010-4360	13,307.58	
5009048967	03/14/2023	Ewing Irrigation Products Inc	010-4360	53.56	
5009049002	03/16/2023	Ewing Irrigation Products Inc	010-4360	47.80	
5009049035	03/16/2023	SC FUELS	010-4360	427.26	
5009049039	03/16/2023	SiteOne Landscape Supply Holding, LLC	010-4360	205.65	
5009049041	03/16/2023	Smith Pipe & Supply	010-4360	1,452.31	

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5009049081	03/21/2023	Ewing Irrigation Products Inc	010-4360	98.41	
5009049098	03/21/2023	SC FUELS	010-4360	375.79	
5009049125	03/28/2023	HOME DEPOT CREDIT SERVICES	010-4360	2,085.98	
5009049200	03/30/2023	Ewing Irrigation Products Inc	010-4360	14.89	
5009049218	03/30/2023	Green Thumb Nursery	010-4360	211.35	
5009049263	03/30/2023	SiteOne Landscape Supply Holding, LLC	010-4360	205.65	
5009049285	03/30/2023	YAMA LAWNMOWER REPAIR	010-4360	134.33	
5009049306	04/04/2023	Ewing Irrigation Products Inc	010-4360	37.89	
5009049388	04/05/2023	SC FUELS	010-4360	761.53	
5009049397	04/05/2023	YAMA LAWNMOWER REPAIR	010-4360	17.72	
5009048772	03/02/2023	Pacific OneSource, Inc STS education	010-4400	26,351.51	
5009048806	03/06/2023	AMAZON CAPITAL SERVICES	010-4400	4,245.44	
5009048893	03/09/2023	LAKESHORE	010-4400	23,341.86	
5009048947	03/14/2023	Airgas	010-4400	268.49	
5009048996	03/16/2023	C D W GOVERNMENT, INC.	010-4400	1,076.09	
5009049084	03/21/2023	Grainger	010-4400	274.58	
5009049154	03/30/2023	AMAZON CAPITAL SERVICES	010-4400	3,892.30	
5009049295	04/04/2023	B & H Foto Electronics Corp	010-4400	598.39	
5009049357	04/05/2023	Airgas	010-4400	62.27	
5009049377	04/05/2023	LAKESHORE	010-4400	170.26	
5009048739	03/02/2023	Catalyst Family Inc.	010-5100	28,112.44	
5009048808	03/06/2023	ATX Learning LLC	010-5100	28,994.34	
5009048823	03/06/2023	EverDriven Technologies	010-5100	839.83	
5009048835	03/06/2023	Maxim Healthcare Staffing	010-5100	11,396.42	
5009048837	03/06/2023	PASSAGEWAY, INC.	010-5100	5,688.90	
5009048838	03/06/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,414.29	
5009048846	03/06/2023	The Stepping stones Group, LLC	010-5100	4,418.80	
5009048847	03/06/2023	Therapy Travelers LLC	010-5100	1,088.62	
5009048848	03/06/2023	Tammy Van Fleet, PHD, BCBA	010-5100	691.54	
5009048865	03/09/2023	AMN Allied Services LLC	010-5100	5,859.40	
5009048891	03/09/2023	Horalia Rodriguez dba HR Entertainment	010-5100	2,050.00	
5009048900	03/09/2023	Maxim Healthcare Staffing	010-5100	5,120.96	
5009048910	03/09/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,414.29	
5009048914	03/09/2023	Rebecca R. Simonson	010-5100	954.69	
5009048924	03/09/2023	The Stepping stones Group, LLC	010-5100	3,866.45	
5009048925	03/09/2023	Therapy Travelers LLC	010-5100	634.52	
5009048932	03/13/2023	360 Degree Customer Inc.	010-5100	42,014.25	
5009048935	03/13/2023	ATX Learning LLC	010-5100	11,759.49	
5009048953	03/14/2023	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	43,295.76	
5009048954	03/14/2023	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	313,064.03	
5009048957	03/14/2023	Catalyst Family Inc.	010-5100	67,857.10	

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5009048966	03/14/2023	EverDriven Technologies	010-5100	2,827.64	
5009048974	03/14/2023	Maxim Healthcare Staffing	010-5100	6,424.32	
5009048978	03/14/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009049025	03/16/2023	Pioneer Healthcare Services	010-5100	1,728.00	
5009049027	03/16/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	5,483.03	
5009049043	03/16/2023	Sollant Health LLC	010-5100	8,969.41	
5009049049	03/16/2023	Therapy Travelers LLC	010-5100	2,753.89	
5009049072	03/21/2023	AMN Allied Services LLC	010-5100	5,859.40	
5009049074	03/21/2023	Karen Horde	010-5100	798.02	
5009049087	03/21/2023	Horalia Rodriguez dba HR Entertainment	010-5100	1,273.48	
5009049102	03/21/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	582.35	
5009049145	03/30/2023	360 Degree Customer Inc.	010-5100	10,386.56	
5009049156	03/30/2023	AMN Allied Services LLC	010-5100	3,255.22	
5009049162	03/30/2023	ATX Learning LLC	010-5100	10,234.20	
5009049170	03/30/2023	Karen Horde	010-5100	3,021.07	
5009049199	03/30/2023	EverDriven Technologies	010-5100	742.27	
5009049251	03/30/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.87	
5009049252	03/30/2023	Protocol Agency, Inc.	010-5100	8,213.00	
5009049256	03/30/2023	Rebecca R. Simonson	010-5100	954.69	
5009049273	03/30/2023	Therapy Travelers LLC	010-5100	2,104.46	
5009049278	03/30/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	473.16	
5009049291	04/04/2023	AMN Allied Services LLC	010-5100	3,255.22	
5009049305	04/04/2023	EverDriven Technologies	010-5100	858.36	
5009049318	04/04/2023	Maxim Healthcare Staffing	010-5100	11,137.23	
5009049327	04/04/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	3,535.73	
5009049333	04/04/2023	The Stepping stones Group, LLC	010-5100	3,866.45	
5009049334	04/04/2023	Therapy Travelers LLC	010-5100	1,085.70	
5009049373	04/05/2023	Horalia Rodriguez dba HR Entertainment	010-5100	1,397.73	
5009048738	03/02/2023	Carnegie Foundation for The Advancement of Teaching	010-5200	695.00	
5009048780	03/02/2023	Ventura County Office of Education Business	010-5200	218.50	
5009048781	03/02/2023	Ventura County Office of Education Business	010-5200	20.00	
5009048782	03/02/2023	Ventura County Office of Education Business	010-5200	20.00	
5009048790	03/02/2023	Ventura County Office of Education Business	010-5200	900.00	
5009048794	03/06/2023	Escobar, Hugo M	010-5200	31.44	
5009048801	03/06/2023	Magana, Carlos S	010-5200	10.48	
5009048803	03/06/2023	Trinh, Grace	010-5200	3.41	
5009048812	03/06/2023	California Lutheran University CRLP	010-5200	9,000.00	
5009048849	03/06/2023	VCSCA	010-5200	650.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048855	03/09/2023	Garcia, Augustine	010-5200	430.93	
5009048858	03/09/2023	Amparan-Henschel, Naomi A	010-5200	66.19	
5009048859	03/09/2023	Pazos, Leonor M	010-5200	208.07	
5009048860	03/09/2023	Gomez-Lopez, Abigail J	010-5200	35.85	
5009048863	03/09/2023	Acord, Anna J	010-5200	8.85	
5009048912	03/09/2023	Treasurer, ZNUG	010-5200	395.00	
5009048938	03/13/2023	Carnegie Foundation for The Advancement of Teaching	010-5200	2,190.00	
5009048956	03/14/2023	Carnegie Foundation for The Advancement of Teaching	010-5200	1,380.00	
5009048963	03/14/2023	Learning Innovation Systems	010-5200	4,000.00	
5009048990	03/16/2023	Miranda, Claudia	010-5200	65.93	
5009048995	03/16/2023	Carnegie Foundation for The Advancement of Teaching	010-5200	695.00	
5009049052	03/16/2023	U.S. Bank Corporate Payment Systems	010-5200	9,207.76	
5009049059	03/21/2023	Escobar, Hugo M	010-5200	52.40	
5009049061	03/21/2023	Maria, Julie E	010-5200	330.03	
5009049065	03/21/2023	Zamudio, Nataly R	010-5200	153.84	
5009049066	03/21/2023	Prado, Amy R	010-5200	249.95	
5009049067	03/21/2023	Magana, Carlos S	010-5200	36.68	
5009049068	03/21/2023	Garcia Baez, Josephine	010-5200	57.66	
5009049101	03/21/2023	U.S. Bank Corporate Payment Systems	010-5200	2,440.89	
5009049103	03/21/2023	Ventura County Office of Education Business	010-5200	100.00	
5009049104	03/21/2023	Ventura County Office of Education Business	010-5200	100.00	
5009049105	03/21/2023	Ventura County Office of Education Business	010-5200	100.00	
5009049106	03/21/2023	Ventura County Office of Education Business	010-5200	165.00	
5009049110	03/21/2023	Ventura County Office of Education Business	010-5200	100.00	
5009049148	03/30/2023	Adam Erickson	010-5200	1,419.83	
5009049174	03/30/2023	CABE	010-5200	920.00	
5009049270	03/30/2023	State of California Parks and Recreation	010-5200	1,600.00	
5009049286	04/04/2023	Pimentel, Leslie T	010-5200	151.31	
5009049287	04/04/2023	Melchor, Rosalinda	010-5200	376.08	
5009049290	04/04/2023	Amber Gibson	010-5200	442.44	
5009049326	04/04/2023	Paige Perez	010-5200	435.58	
5009049330	04/04/2023	School Services Of California	010-5200	295.00	
5009049336	04/04/2023	VCASP	010-5200	25.00	
5009049339	04/05/2023	Jester, Janelle	010-5200	185.41	
5009049341	04/05/2023	Cathcart, Sonya	010-5200	347.12	
5009049342	04/05/2023	Hernandez, Maria M	010-5200	187.92	
5009049344	04/05/2023	Escobar, Hugo M	010-5200	26.20	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049346	04/05/2023	Gibson, Brian D	010-5200	175.00	
5009049350	04/05/2023	Hudson, Leslie	010-5200	272.65	
5009049353	04/05/2023	Espinoza, Omar	010-5200	323.99	
5009049354	04/05/2023	Ash, Nathan E	010-5200	385.87	
5009049356	04/05/2023	Torres, Mario	010-5200	259.71	
5009049361	04/05/2023	CASH	010-5200	1,093.00	
5009049382	04/05/2023	Lyana Reynosa	010-5200	388.75	
5009049395	04/05/2023	Ventura County Office of Education Business	010-5200	250.00	
5009048862	03/09/2023	Morgan, Amber	010-5300	102.65	
5009049052	03/16/2023	U.S. Bank Corporate Payment Systems	010-5300	501.39	
5009049077	03/21/2023	CASH	010-5300	715.00	
5009049137	03/28/2023	School Services Of California	010-5300	590.00	
5009049307	04/04/2023	Pryor Learning Solutions	010-5300	199.00	
5009049091	03/21/2023	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009048882	03/09/2023	SOUTHERN CALIF. EDISON	010-5520	21,920.36	
5009048862	03/14/2023	SOUTHERN CALIF. EDISON	010-5520	4,280.52	
5009049079	03/21/2023	SOUTHERN CALIF. EDISON	010-5520	24,013.37	
5009049303	04/04/2023	SOUTHERN CALIF. EDISON	010-5520	7,464.31	
5009048887	03/09/2023	THE GAS COMPANY	010-5530	2,448.74	
5009049211	03/30/2023	THE GAS COMPANY	010-5530	11,564.62	
5009048740	03/02/2023	CITY OF OXNARD	010-5540	15,287.40	
5009048866	03/09/2023	APPLIED BACKFLOW TECHNOLOGIES	010-5540	270.00	
5009048878	03/09/2023	CULLIGAN WATER	010-5540	389.00	
5009048927	03/09/2023	UNITED WATER CONSERVATION DIST	010-5540	3,711.35	
5009048981	03/14/2023	Ranch Systems Inc.	010-5540	890.00	
5009048998	03/16/2023	CITY OF OXNARD	010-5540	2,397.21	
5009049095	03/21/2023	Oxnard Union High School Distr ict	010-5540	2,382.08	
5009049159	03/30/2023	APPLIED BACKFLOW TECHNOLOGIES	010-5540	270.00	
5009049324	04/04/2023	Oxnard Union High School Distr ict	010-5540	12,781.97	
5009049362	04/05/2023	CITY OF OXNARD	010-5540	19,135.65	
5009049363	04/05/2023	CULLIGAN WATER	010-5540	43.00	
5009049364	04/05/2023	CULLIGAN WATER	010-5540	29.75	
5009049365	04/05/2023	CULLIGAN WATER	010-5540	39.00	
5009049366	04/05/2023	CULLIGAN WATER	010-5540	43.00	
5009049367	04/05/2023	CULLIGAN WATER	010-5540	68.00	
5009049368	04/05/2023	CULLIGAN WATER	010-5540	357.50	
5009048961	03/14/2023	E J Harrison & Sons	010-5560	84.00	
5009049196	03/30/2023	E J Harrison & Sons	010-5560	250.68	
5009049302	04/04/2023	E J Harrison & Sons	010-5560	11,400.52	
5009049191	03/30/2023	City Of Oxnard-City Treasurer	010-5561	27.80	
5009048792	03/02/2023	XEROX CORPORATION	010-5600	279.54	
5009048989	03/14/2023	Wireless CCTV LLC	010-5600	18,832.50	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048999	03/16/2023	De Lage Landen Financial Services, Inc.	010-5600	206.49	
5009049021	03/16/2023	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5600	110.00	
5009049101	03/21/2023	U.S. Bank Corporate Payment Systems	010-5600	1,150.00	
5009049142	03/28/2023	Wireless CCTV LLC	010-5600	3,277.50	
5009049259	03/30/2023	Security Self Storage	010-5600	277.82	
5009048741	03/02/2023	COGGS TIRE SERVICE	010-5610	40.07	
5009048747	03/02/2023	GIBBS INTERNATIONAL	010-5610	7,826.96	
5009048759	03/02/2023	M/M Mechanical Inc.	010-5610	5,467.76	
5009048760	03/02/2023	Mobile Diesel Smoke Testing Services	010-5610	1,502.03	
5009048864	03/09/2023	AMERICAN BUILDING COMFORT	010-5610	1,360.71	
5009048905	03/09/2023	Pacific Equipment	010-5610	236.55	
5009048971	03/14/2023	GIBBS INTERNATIONAL	010-5610	9,935.95	
5009049014	03/16/2023	M/M Mechanical Inc.	010-5610	3,511.46	
5009049038	03/16/2023	SERVICE PRO-FIRE PROTECTION	010-5610	1,051.00	
5009049083	03/21/2023	GIBBS INTERNATIONAL	010-5610	147.20	
5009049090	03/21/2023	M/M Mechanical Inc.	010-5610	4,899.49	
5009049095	03/21/2023	Oxnard Union High School District	010-5610	982.23	
5009049123	03/28/2023	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009049155	03/30/2023	AMERICAN BUILDING COMFORT	010-5610	1,007.81	
5009049163	03/30/2023	Auto Tech	010-5610	192.00	
5009049173	03/30/2023	C & M AUTO TRUCK ELECTRIC	010-5610	330.00	
5009049182	03/30/2023	COGGS TIRE SERVICE	010-5610	30.01	
5009049213	03/30/2023	GIBBS INTERNATIONAL	010-5610	14,535.35	
5009049246	03/30/2023	Pacific Equipment	010-5610	76.18	
5009049266	03/30/2023	Sonitrol	010-5610	118.95	
5009049285	03/30/2023	YAMA LAWMOWER REPAIR	010-5610	134.33	
5009049299	04/04/2023	COGGS TIRE SERVICE	010-5610	1,087.79	
5009049304	04/04/2023	Electric Time Company	010-5610	2,862.00	
5009049324	04/04/2023	Oxnard Union High School District	010-5610	1,284.41	
5009049383	04/05/2023	M/M Mechanical Inc.	010-5610	1,241.51	
5009049397	04/05/2023	YAMA LAWMOWER REPAIR	010-5610	17.73	
5009048832	03/08/2023	KONICA MINOLTA PREMIER FINANCE	010-5612	5,446.11	
5009048851	03/06/2023	XEROX CORPORATION	010-5612	7,904.59	
5009049315	04/04/2023	KONICA MINOLTA PREMIER FINANCE	010-5612	2,032.26	
5009048737	03/02/2023	Bertrands Music (Pedersens)	010-5613	296.61	
5009048752	03/02/2023	Integrated Fire and Safety	010-5620	488.08	
5009048929	03/09/2023	Velocity Truck Center	010-5620	583.10	
5009048987	03/14/2023	Velocity Truck Center	010-5620	634.50	
5009049031	03/16/2023	Reed Mechanical Systems Inc.	010-5620	870.00	
5009048032	03/16/2023	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049128	03/28/2023	M/M Mechanical Inc.	010-5620	3,954.00	
5009049180	03/30/2023	CITY OF OXNARD	010-5620	150.00	
5009049280	03/30/2023	Velocity Truck Center	010-5620	1,420.62	
5009048928	03/09/2023	United Site Services	010-5630	4,148.36	
5009049004	03/16/2023	Fence Factory Rentals	010-5630	98.33	
5009049335	04/04/2023	United Site Services	010-5630	4,146.36	
5009048732	03/02/2023	Adam Burton	010-5800	1,500.00	
5009048739	03/02/2023	Catalyst Family Inc.	010-5800	899.03	
5009048742	03/02/2023	DocuSign, Inc.	010-5800	8,510.00	
5009048750	03/02/2023	Maria Laura Hendrix	010-5800	2,725.00	
5009048753	03/02/2023	Kajeet, Inc	010-5800	19,689.15	
5009048756	03/02/2023	Learning Priority, Inc	010-5800	4,950.00	
5009048758	03/02/2023	Live Scan Ventura	010-5800	52.00	
5009048761	03/02/2023	Lisa Kelly dba Murals by Lisa Kelly	010-5800	5,300.00	
5009048764	03/02/2023	Professional Tutors of America	010-5800	2,238.75	
5009048768	03/02/2023	RCD of Santa Monica Mountains	010-5800	2,005.00	
5009048769	03/02/2023	Joshua Valdivia	010-5800	3,300.00	
5009048778	03/02/2023	Thomas Lee	010-5800	900.00	
5009048783	03/02/2023	Ventura County Office of Education Business	010-5800	350.00	
5009048784	03/02/2023	Ventura County Office of Education Business	010-5800	80,032.00	
5009048785	03/02/2023	Ventura County Office of Education Business	010-5800	20.00	
5009048786	03/02/2023	Ventura County Office of Education Business	010-5800	40.00	
5009048789	03/02/2023	Ventura County Office of Education Business	010-5800	54,175.00	
5009048796	03/06/2023	Romano, David R	010-5800	106.18	
5009048805	03/06/2023	Amanda Lynn Krogh	010-5800	2,500.00	
5009048808	03/06/2023	ATX Learning LLC	010-5800	8,783.16	
5009048813	03/06/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048814	03/06/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048815	03/06/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048816	03/06/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048817	03/06/2023	CITY OF OXNARD	010-5800	180.00	
5009048822	03/06/2023	Edward Lee Layman	010-5800	2,200.00	
5009048823	03/06/2023	EverDriven Technologies	010-5800	1,770.17	
5009048826	03/06/2023	Felix Avila	010-5800	1,585.45	
5009048827	03/06/2023	Luis Gerardo Guillen	010-5800	7,500.00	
5009048829	03/06/2023	In N Out Burger	010-5800	1,801.35	
5009048830	03/06/2023	IXL Learning	010-5800	6,900.00	
5009048831	03/06/2023	GREEN TREE CARE	010-5800	3,375.00	
5009048834	03/06/2023	Lauralee Cabibi	010-5800	728.72	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048835	03/06/2023	Maxlm Healthcare Staffing	010-5800	1,113.80	
5009048836	03/06/2023	Most Excellent Enterprises	010-5800	1,300.00	
5009048837	03/06/2023	PASSAGEWAY, INC.	010-5800	1,960.00	
5009048838	03/06/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	505.71	
5009048844	03/06/2023	T-Mobile	010-5800	345.96	
5009048846	03/06/2023	The Stepping stones Group, LLC	010-5800	1,661.20	
5009048847	03/06/2023	Therapy Travelers LLC	010-5800	939.82	
5009048848	03/06/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,920.86	
5009048852	03/06/2023	Dr. Elizabeth Yeager	010-5800	2,825.25	
5009048857	03/09/2023	Auerbach, Katherine A	010-5800	207.00	
5009048865	03/09/2023	AMN Allied Services LLC	010-5800	1,340.60	
5009048867	03/09/2023	ArchiveSocial	010-5800	7,176.00	
5009048870	03/09/2023	Carlos Dimas	010-5800	1,300.00	
5009048872	03/09/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048873	03/09/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048874	03/09/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048875	03/09/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009048877	03/09/2023	Stephen Clark	010-5800	550.00	
5009048881	03/09/2023	Demsey, Filliger & Associates	010-5800	2,500.00	
5009048885	03/09/2023	FGL Environmental	010-5800	130.00	
5009048891	03/09/2023	Horalia Rodriguez dba HR Entertainment	010-5800	1,250.00	
5009048895	03/09/2023	LEARNING A-Z	010-5800	9,975.00	
5009048896	03/09/2023	Legends Hospitality LLC	010-5800	1,804.00	
5009048900	03/09/2023	Maxlm Healthcare Staffing	010-5800	500.48	
5009048910	03/09/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	505.71	
5009048913	03/09/2023	Ralph D' Oliveira	010-5800	5,500.00	
5009048914	03/09/2023	Rebecca R. Simonson	010-5800	4,325.31	
5009048922	03/09/2023	Steve Sunnarborg	010-5800	1,700.00	
5009048923	03/09/2023	TAFT ELECTRIC	010-5800	802.98	
5009048924	03/09/2023	The Stepping stones Group, LLC	010-5800	1,453.55	
5009048925	03/09/2023	Therapy Travelers LLC	010-5800	547.79	
5009048930	03/09/2023	VENTURA COUNTY APCD	010-5800	678.00	
5009048932	03/13/2023	360 Degree Customer Inc.	010-5800	983.10	
5009048935	03/13/2023	ATX Learning LLC	010-5800	3,360.51	
5009048937	03/13/2023	Carlos Dimas	010-5800	750.00	
5009048945	03/14/2023	Abundance Internet Inc.	010-5800	3,100.00	
5009048946	03/14/2023	JOHN HUNTER AFFORDABLE TABLES & CHAIRS	010-5800	6,360.00	
5009048949	03/14/2023	AWSI	010-5800	255.00	
5009048953	03/14/2023	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800	829.80	

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Checks Dated 03/02/2023 through 04/07/2023

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5009048954	03/14/2023	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5800	6,000.17	
5009048957	03/14/2023	Catalyst Family Inc.	010-5800	2,170.06	
5009048959	03/14/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	110.00	
5009048965	03/14/2023	Emma E. Mikita	010-5800	400.00	
5009048966	03/14/2023	EverDriven Technologies	010-5800	6,352.36	
5009048970	03/14/2023	Luis Gerardo Guillen	010-5800	3,750.00	
5009048973	03/14/2023	Jasmine Keys	010-5800	750.00	
5009048974	03/14/2023	Maxim Healthcare Staffing	010-5800	627.86	
5009048975	03/14/2023	Most Excellent Enterprises	010-5800	1,700.00	
5009048978	03/14/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009048984	03/14/2023	Steve Sunnarborg	010-5800	1,300.00	
5009048997	03/16/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	420.00	
5009049006	03/16/2023	HeidiSongs	010-5800	199.96	
5009049013	03/16/2023	Live Scan Ventura	010-5800	156.00	
5009049018	03/16/2023	OC Tech Innovations Corp	010-5800	1,005.60	
5009049025	03/16/2023	Pioneer Healthcare Services	010-5800	864.00	
5009049026	03/16/2023	Platinum tow & Transport	010-5800	437.50	
5009049027	03/16/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	2,092.97	
5009049033	03/16/2023	Riverside Insights	010-5800	360.00	
5009049038	03/16/2023	SERVICE PRO-FIRE PROTECTION	010-5800	7,447.12	
5009049043	03/16/2023	Soliant Health LLC	010-5800	2,185.79	
5009049047	03/16/2023	TAFT ELECTRIC	010-5800	7,880.00	
5009049049	03/16/2023	Therapy Travelers LLC	010-5800	2,377.49	
5009049052	03/16/2023	U.S. Bank Corporate Payment Systems	010-5800	6,371.01	
5009049055	03/16/2023	Ventura County Office of Education Business	010-5800	75.00	
5009049062	03/21/2023	Landberg, Kimberly	010-5800	102.65	
5009049070	03/21/2023	Adam Burton	010-5800	2,100.00	
5009049071	03/21/2023	AMAZON CAPITAL SERVICES	010-5800	107.90	
5009049072	03/21/2023	AMN Allied Services LLC	010-5800	1,340.60	
5009049073	03/21/2023	Amplify Education, Inc.	010-5800	2,880.00	
5009049074	03/21/2023	Karen Horde	010-5800	741.98	
5009049076	03/21/2023	Camitas El Brother Inc.	010-5800	2,066.25	
5009049078	03/21/2023	ContinuEd.com LLC	010-5800	178.00	
5009049080	03/21/2023	Emma E. Mikita	010-5800	1,550.00	
5009049082	03/21/2023	FEDEX	010-5800	326.00	
5009049087	03/21/2023	Horafia Rodriguez dba HR Entertainment	010-5800	776.52	
5009049089	03/21/2023	Lawrence A. Wolf	010-5800	995.25	
5009049092	03/21/2023	MHP Laundry LLC dba Wash Wizard	010-5800	204.75	
5009049093	03/21/2023	Most Excellent Enterprises	010-5800	1,750.00	
5009049094	03/21/2023	Nee Qualson Sackey	010-5800	2,400.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049095	03/21/2023	Oxnard Union High School Distr ict	010-5800	671.32	
5009049099	03/21/2023	Steve Sunnarborg	010-5800	1,250.00	
5009049100	03/21/2023	TAFT ELECTRIC	010-5800	1,777.00	
5009049101	03/21/2023	U.S. Bank Corporate Payment Systems	010-5800	192.00	
5009049102	03/21/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,617.65	
5009049107	03/21/2023	Ventura County Office of Education Business	010-5800	188.48	
5009049109	03/21/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,565.00	
5009049111	03/28/2023	Amanda Lynn Krogh	010-5800	1,800.00	
5009049115	03/28/2023	CDTF	010-5800	57.90	
5009049116	03/28/2023	Carlos Dimas	010-5800	952.94	
5009049120	03/28/2023	Emma E. Mikita	010-5800	1,750.00	
5009049122	03/28/2023	Pryor Learning Solutions	010-5800	398.00	
5009049124	03/28/2023	Hayes Graphics	010-5800	136.21	
5009049129	03/28/2023	Most Excellent Enterprises	010-5800	1,950.00	
5009049133	03/28/2023	Rain Master Irrigation Systems	010-5800	14.95	
5009049134	03/28/2023	Joshua Valdivia	010-5800	3,800.00	
5009049138	03/28/2023	Steve Sunnarborg	010-5800	450.00	
5009049145	03/30/2023	360 Degree Customer Inc.	010-5800	243.04	
5009049150	03/30/2023	All Languages Interpreting	010-5800	2,725.00	
5009049156	03/30/2023	AMN Allied Services LLC	010-5800	744.78	
5009049162	03/30/2023	ATX Learning LLC	010-5800	3,670.80	
5009049170	03/30/2023	Karen Horde	010-5800	2,808.93	
5009049179	03/30/2023	Challenge Day	010-5800	3,900.00	
5009049181	03/30/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	480.00	
5009049192	03/30/2023	DMTI, Inc.	010-5800	90.00	
5009049193	03/30/2023	Document Tracking Service,	010-5800	5,000.00	
5009049199	03/30/2023	EverDriven Technologies	010-5800	1,687.73	
5009049202	03/30/2023	FGL Environmental	010-5800	67.00	
5009049222	03/30/2023	Homero Chavez	010-5800	5,429.95	
5009049235	03/30/2023	Francisco Martinez	010-5800	11,475.00	
5009049249	03/30/2023	NCS PEARSON INC. DBA PEARSON ASSESSMENTS	010-5800	1,296.00	
5009049250	03/30/2023	Pegasus, Transit Inc	010-5800	1,912.40	
5009049251	03/30/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	632.13	
5009049252	03/30/2023	Protocol Agency, Inc.	010-5800	2,347.00	
5009049256	03/30/2023	Rebecca R. Simonson	010-5800	4,325.31	
5009049266	03/30/2023	Sonitrol	010-5800	366.62	
5009049272	03/30/2023	TAFT ELECTRIC	010-5800	4,015.51	
5009049273	03/30/2023	Therapy Travelers LLC	010-5800	1,816.83	
5009049278	03/30/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,314.34	
5009049281	03/30/2023	Ventura County Office of Education Business	010-5800	1,849.00	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049283	03/30/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	642.00	
5009049291	04/04/2023	AMN Allied Services LLC	010-5800	744.78	
5009049297	04/04/2023	California Lutheran University CRLP	010-5800	3,200.00	
5009049298	04/04/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	600.00	
5009049301	04/04/2023	Durham Transportation	010-5800	2,988.67	
5009049305	04/04/2023	EverDriven Technologies	010-5800	1,841.64	
5009049309	04/04/2023	Luis Gerardo Guillen	010-5800	2,100.00	
5009049311	04/04/2023	Maria Laura Hendrix	010-5800	3,175.00	
5009049313	04/04/2023	InspiraGen Institute, LLC	010-5800	2,775.00	
5009049314	04/04/2023	InspiraGen Institute, LLC	010-5800	2,775.00	
5009049316	04/04/2023	Learning Priority, Inc	010-5800	4,950.00	
5009049317	04/04/2023	Life Signs NOW	010-5800	176.00	
5009049318	04/04/2023	Maxim Healthcare Staffing	010-5800	1,088.47	
5009049319	04/04/2023	Mister Softee	010-5800	1,197.20	
5009049320	04/04/2023	Most Excellent Enterprises	010-5800	1,750.00	
5009049322	04/04/2023	Nee Quaison Sackey	010-5800	3,000.00	
5009049324	04/04/2023	Oxnard Union High School Distr ict	010-5800	39.57	
5009049327	04/04/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	1,264.27	
5009049329	04/04/2023	Skating Plus	010-5800	330.00	
5009049331	04/04/2023	Super Nature Adventures, LLC	010-5800	3,500.00	
5009049333	04/04/2023	The Stepping stones Group, LLC	010-5800	1,453.55	
5009049334	04/04/2023	Therapy Travelers LLC	010-5800	937.30	
5009049338	04/04/2023	Dr. Elizabeth Yeager	010-5800	3,637.50	
5009049340	04/05/2023	Henschel, James R	010-5800	78.23	
5009049351	04/05/2023	Minier, Jeneen L	010-5800	90.00	
5009049358	04/05/2023	All Languages Interpreting	010-5800	747.50	
5009049359	04/05/2023	AXIOM, INC.	010-5800	9,000.00	
5009049380	04/05/2023	Carlos Dimas	010-5800	925.00	
5009049370	04/05/2023	Edward Lee Layman	010-5800	5,675.00	
5009049371	04/05/2023	Emma E. Mikita	010-5800	900.00	
5009049373	04/05/2023	Horalia Rodriguez dba HR Entertainment	010-5800	852.27	
5009049374	04/05/2023	Jasmine Keys	010-5800	1,750.00	
5009049379	04/05/2023	Lawrence A. Wolf	010-5800	9,766.50	
5009049380	04/05/2023	Lindsey Gold Leap4Fun	010-5800	555.00	
5009049381	04/05/2023	Live Scan Ventura	010-5800	52.00	
5009049385	04/05/2023	ORANGE COUNTY DEPT OF ED	010-5800	625.00	
5009049386	04/05/2023	Pegasus, Transit inc	010-5800	1,168.80	
5009049390	04/05/2023	Crown Castle	010-5800	40,864.35	
5009049391	04/05/2023	Steve Sunnarborg	010-5800	1,234.31	
5009049393	04/05/2023	Underwood Family Farms	010-5800	584.00	
5009048868	03/09/2023	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	46,146.25	
5009049016	03/16/2023	Myers, Widders, Gibson, Jones	010-5802	45.70	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049161	03/30/2023	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	51,880.91	
5009048964	03/14/2023	Eide Bailly LLP	010-5803	13,836.59	
5009048758	03/02/2023	Live Scan Ventura	010-5804	676.00	
5009049013	03/16/2023	Live Scan Ventura	010-5804	1,144.00	
5009049181	03/30/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5804	25.00	
5009049381	04/05/2023	Live Scan Ventura	010-5804	416.00	
5009048787	03/02/2023	Ventura County Office of Education Business	010-5900	3,770.00	
5009048807	03/08/2023	AT&T	010-5900	302.05	
5009048825	03/06/2023	FEDEX	010-5900	3.79	
5009048886	03/09/2023	Frontier Communications	010-5900	117.82	
5009048969	03/14/2023	Frontier Communications	010-5900	312.34	
5009048993	03/16/2023	AT&T	010-5900	2,353.85	
5009049003	03/16/2023	FEDEX	010-5900	46.69	
5009049121	03/28/2023	FEDEX	010-5900	66.30	
5009049160	03/30/2023	AT&T	010-5900	71.41	
5009049208	03/30/2023	Frontier Communications	010-5900	369.52	
5009049294	04/04/2023	AT&T	010-5900	229.86	
5009049308	04/04/2023	Frontier Communications	010-5900	376.87	
5009049057	03/16/2023	VERIZON WIRELESS	010-5920	472.23	
5009048754	03/02/2023	KENCO CONSTRUCTION SERVICES	010-6145	4,620.00	
5009049376	04/05/2023	KENCO CONSTRUCTION SERVICES	010-6145	1,890.00	
5009048992	03/16/2023	AMAZON CAPITAL SERVICES	010-6400	1,275.12	
5009049086	03/21/2023	House Sanitary Supply	010-6400	6,038.85	
5009049022	03/16/2023	Lucia Vazquez Macias	010-8889	860.00	
5009049177	03/30/2023	Olivia Carson	010-9201	821.50	
5009048964	03/14/2023	Eide Bailly LLP	010-9510	7,637.04	
5009048983	03/14/2023	SISC FINANCE	010-9516	8,716.69	
5009048976	03/14/2023	United of Omaha Life Ins. Co.	010-9534	786.60	
5009048983	03/14/2023	SISC FINANCE	010-9534	671,369.55	
			010-9537	28,826.01	
5009048775	03/02/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	88,724.33	
5009049148	03/30/2023	Gilbert Acosta	010-9540	2,424.60	
5009049147	03/30/2023	Maria Acosta	010-9540	2,424.60	
5009049151	03/30/2023	Marylou Almilli	010-9540	2,472.51	
5009049152	03/30/2023	SALLY ALVARADO	010-9540	2,424.60	
5009049153	03/30/2023	BARBARA ALVIDREZ	010-9540	2,424.60	
5009049157	03/30/2023	Maria Angeles	010-9540	2,424.60	
5009049158	03/30/2023	Anthony Urban	010-9540	2,424.60	
5009049164	03/30/2023	REBECCA BARBETTI	010-9540	2,472.51	
5009049168	03/30/2023	Sharon Bellman	010-9540	2,472.51	
5009049167	03/30/2023	Maria Benitez	010-9540	2,424.60	
5009049169	03/30/2023	Belinda Betancourt	010-9540	2,424.60	
5009049171	03/30/2023	SHIRLEY BROWN	010-9540	2,424.60	

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Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049172	03/30/2023	Julie Burchmore	010-9540	2,472.51	
5009049175	03/30/2023	Melinda Carrillo	010-9540	2,472.51	
5009049176	03/30/2023	Carmen Carrillo	010-9540	2,424.60	
5009049178	03/30/2023	Jonathan Castillo	010-9540	2,424.60	
5009049183	03/30/2023	GAYLE COLEMAN	010-9540	2,472.51	
5009049184	03/30/2023	Teresa Blanche Contreras	010-9540	2,424.60	
5009049185	03/30/2023	John Cort	010-9540	2,472.51	
5009049187	03/30/2023	Arla B Crane	010-9540	2,472.51	
5009049188	03/30/2023	Kathleen Crowe	010-9540	2,472.51	
5009049189	03/30/2023	David Davidson	010-9540	2,472.51	
5009049194	03/30/2023	Doug Norvell	010-9540	2,424.60	
5009049197	03/30/2023	Joanne Espinoza-Law	010-9540	2,472.51	
5009049198	03/30/2023	Catherine Espinoza	010-9540	2,424.60	
5009049201	03/30/2023	Carolee Felitch	010-9540	2,424.60	
5009049203	03/30/2023	Jeanne Foster	010-9540	2,424.60	
5009049205	03/30/2023	KATHLEEN FRANKLIN	010-9540	2,472.51	
5009049206	03/30/2023	Susanne Frank	010-9540	2,472.51	
5009049207	03/30/2023	Ruth Fraser	010-9540	2,472.51	
5009049209	03/30/2023	JARREL FULLER	010-9540	2,472.51	
5009049210	03/30/2023	Claudene Garmon	010-9540	2,472.51	
5009049212	03/30/2023	Gena L. Mathwin	010-9540	7,417.53	
5009049214	03/30/2023	Geoff Godfrey	010-9540	2,472.51	
5009049215	03/30/2023	Maria L. Godinez	010-9540	2,472.51	
5009049216	03/30/2023	Helene Gollub	010-9540	2,472.51	
5009049217	03/30/2023	CAROLYN GRACE	010-9540	2,472.51	
5009049219	03/30/2023	Susan Hamada	010-9540	2,472.51	
5009049220	03/30/2023	Milton R. Harrion	010-9540	2,472.51	
5009049221	03/30/2023	HARRY BARNACK	010-9540	2,424.60	
5009049224	03/30/2023	Harold Kennedy	010-9540	2,472.51	
5009049225	03/30/2023	Jo Ann Kennedy	010-9540	2,472.51	
5009049226	03/30/2023	Georgia Kerns	010-9540	2,472.51	
5009049228	03/30/2023	LAURA KRALL	010-9540	2,472.51	
5009049229	03/30/2023	Meredith Kruger	010-9540	2,472.51	
5009049231	03/30/2023	Christina Leonard	010-9540	2,424.60	
5009049232	03/30/2023	BEN LUCE	010-9540	2,472.51	
5009049233	03/30/2023	Marcia Marino	010-9540	2,472.51	
5009049237	03/30/2023	Joan Mayeda	010-9540	2,472.51	
5009049238	03/30/2023	APRIL MCCARTHY	010-9540	2,472.51	
5009049239	03/30/2023	Shirley McCafferty	010-9540	2,472.51	
5009049240	03/30/2023	Gail Nakamura-Meagher	010-9540	2,472.51	
5009049241	03/30/2023	Virginia Nedeleff	010-9540	2,472.51	
5009049244	03/30/2023	Debbie Orosco	010-9540	2,472.51	
5009049245	03/30/2023	Phil Otero	010-9540	2,472.51	
5009049247	03/30/2023	RUDY PALAZUELOS	010-9540	2,424.60	
5009049248	03/30/2023	Pattis R. Thompson	010-9540	2,472.51	
5009049253	03/30/2023	YVONNE RAILEY	010-9540	2,472.51	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049257	03/30/2023	Jose Rodriguez	010-9540	2,424.60	
5009049258	03/30/2023	SALLIE SANCHEZ	010-9540	2,472.51	
5009049260	03/30/2023	Linda Shaffer	010-9540	2,472.51	
5009049261	03/30/2023	Andrea Shaub	010-9540	2,472.51	
5009049262	03/30/2023	LYNN SILVIERA	010-9540	2,424.60	
5009049268	03/30/2023	CAROL SPRACKLEN	010-9540	2,472.51	
5009049269	03/30/2023	BEVERLY STARK	010-9540	2,472.51	
5009049271	03/30/2023	Eleanor Syrett	010-9540	2,472.51	
5009049274	03/30/2023	Gwen Thomas	010-9540	2,472.51	
5009049275	03/30/2023	HELEN TORRES	010-9540	2,424.60	
5009049276	03/30/2023	Jayne Tucker	010-9540	2,472.51	
5009049277	03/30/2023	Christina Valdivia	010-9540	2,424.60	
5009049282	03/30/2023	Lenora Weinerth	010-9540	2,472.51	
5009049284	03/30/2023	Sharlene Wilson	010-9540	2,472.51	
5009048734	03/02/2023	Amanda Lynn Krogh	Cancelled		54.24 *
5009048876	03/08/2023	CITY OF OXNARD	Cancelled		2,817.21 *
Cancel	2	2,871.45	Total Number of Checks	576	3,047,609.52
5009048745	03/02/2023	Farmivore Inc	130-4300	27.38	
5009048788	03/02/2023	Ventura County Office of Education Business	130-4300	250.93	
5009048806	03/06/2023	AMAZON CAPITAL SERVICES	130-4300	138.85	
5009048810	03/06/2023	Best Equipment Repair Service	130-4300	59.50	
5009048811	03/06/2023	Best Equipment Repair Service	130-4300	637.59	
5009048904	03/09/2023	P & R Paper Supply Co., Inc.	130-4300	203.38	
5009048921	03/09/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	282.83	
5009048992	03/16/2023	AMAZON CAPITAL SERVICES	130-4300	1,074.74	
5009049019	03/16/2023	ODP Business Solutions	130-4300	142.79	
5009049045	03/16/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	163.67	
5009049052	03/16/2023	U.S. Bank Corporate Payment Systems	130-4300	1,790.85	
5009049071	03/21/2023	AMAZON CAPITAL SERVICES	130-4300	2,576.61	
5009049125	03/28/2023	HOME DEPOT CREDIT SERVICES	130-4300	631.64	
5009049343	04/05/2023	Gutierrez, Rosaizela M	130-4300	158.48	
5009049389	04/05/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	87.77	
5009048728	03/02/2023	Bedia, Areli	130-4305	150.00	
5009048729	03/02/2023	Roa, Lucila	130-4305	150.00	
5009048730	03/02/2023	Lopez, Luz	130-4305	150.00	
5009048731	03/02/2023	Cruz, Amelia I	130-4305	150.00	
5009048908	03/09/2023	POWER MACHINERY CENTER	130-4400	12,126.75	
5009048743	03/02/2023	Driftwood Dairy, Inc.	130-4710	2,571.70	
5009048745	03/02/2023	Farmivore Inc	130-4710	504.38	
5009048755	03/02/2023	Laubacher Farms, inc	130-4710	3,523.00	
5009048767	03/02/2023	Ramiro Avina	130-4710	325.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048773	03/02/2023	SYSCO VENTURA, INC.	130-4710	23,532.42	
5009048777	03/02/2023	THE BERRY MAN, INC.	130-4710	4,251.30	
5009048791	03/02/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,197.70	
5009048820	03/06/2023	Driftwood Dairy, Inc.	130-4710	4,403.32	
5009048824	03/06/2023	Farmivore Inc	130-4710	798.00	
5009048828	03/06/2023	Home Country Pizza	130-4710	442.50	
5009048833	03/06/2023	Laubacher Farms, inc	130-4710	1,006.50	
5009048840	03/06/2023	Tri County Bread Service	130-4710	1,183.85	
5009048841	03/06/2023	Ramiro Avina	130-4710	851.15	
5009048843	03/06/2023	SYSCO VENTURA, INC.	130-4710	20,988.47	
5009048845	03/06/2023	THE BERRY MAN, INC.	130-4710	8,008.02	
5009048850	03/06/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	413.00	
5009048940	03/13/2023	Driftwood Dairy, Inc.	130-4710	8,680.62	
5009048960	03/14/2023	Driftwood Dairy, Inc.	130-4710	718.92	
5009048968	03/14/2023	Farmivore Inc	130-4710	438.00	
5009048980	03/14/2023	Tri County Bread Service	130-4710	289.25	
5009048985	03/14/2023	SYSCO VENTURA, INC.	130-4710	34,500.55	
5009048986	03/14/2023	THE BERRY MAN, INC.	130-4710	6,855.50	
5009049011	03/16/2023	Laubacher Farms, inc	130-4710	1,147.00	
5009049029	03/16/2023	Tri County Bread Service	130-4710	1,880.74	
5009049030	03/16/2023	Ramiro Avina	130-4710	1,260.00	
5009049046	03/16/2023	SYSCO VENTURA, INC.	130-4710	4,619.82	
5009049048	03/16/2023	THE BERRY MAN, INC.	130-4710	8,166.73	
5009049108	03/21/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	4,501.70	
5009049118	03/28/2023	Driftwood Dairy, Inc.	130-4710	7,353.68	
5009049127	03/28/2023	Laubacher Farms, inc	130-4710	1,584.50	
5009049132	03/28/2023	Tri County Bread Service	130-4710	1,525.50	
5009049139	03/28/2023	SYSCO VENTURA, INC.	130-4710	33,072.23	
5009049140	03/28/2023	THE BERRY MAN, INC.	130-4710	12,146.98	
5009049141	03/28/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	2,784.28	
5009049255	03/30/2023	Ramiro Avina	130-4710	1,000.00	
5009049332	04/04/2023	SYSCO VENTURA, INC.	130-4710	5,153.02	
5009049355	04/05/2023	Salim, Jenna A	130-4710	92.41	
5009049369	04/05/2023	Driftwood Dairy, Inc.	130-4710	5,601.22	
5009049378	04/05/2023	Laubacher Farms, inc	130-4710	1,060.00	
5009049392	04/05/2023	SYSCO VENTURA, INC.	130-4710	18,796.43	
5009049396	04/05/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,734.60	
5009048765	03/02/2023	Puretec Industrial Water	130-5600	246.10	
5009048839	03/06/2023	Puretec Industrial Water	130-5600	97.20	
5009048911	03/09/2023	Puretec Industrial Water	130-5600	246.10	
5009048979	03/14/2023	Puretec Industrial Water	130-5600	246.10	
5009048991	03/16/2023	Acom Appliance Service	130-5600	493.05	

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 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048028	03/16/2023	Puretec Industrial Water	130-5600	246.10	
5009048056	03/16/2023	VENTURA REFRIGERATION SALES & SERVICE	130-5600	1,001.12	
5009048097	03/21/2023	Puretec Industrial Water	130-5600	246.10	
5009049131	03/28/2023	Puretec Industrial Water	130-5600	244.25	
5009049387	04/05/2023	Puretec Industrial Water	130-5600	123.05	
5009048851	03/06/2023	XEROX CORPORATION	130-5612	162.23	
5009049054	03/16/2023	VENTURA COUNTY FARM TO SCHOOL	130-5800	7,000.00	
5009048993	03/16/2023	AT&T	130-5900	17.91	
5009048904	03/09/2023	P & R Paper Supply Co., Inc.	130-9320	31,837.82	
5009048008	03/16/2023	House Sanitary Supply	130-9320	1,647.16	
5009048325	04/04/2023	P & R Paper Supply Co., Inc.	130-9320	10,190.54	
5009048766	03/02/2023	Tri County Bread Service	Cancelled		1,117.09
Cancel	1	1,117.09	Total Number of Checks	76	313,589.92
5009048819	03/06/2023	Colbi Technologies, Inc	212-5800	5,000.00	
5009048879	03/09/2023	Cyber Copy	212-5800	48.21	
5009048939	03/13/2023	DEPARTMENT OF GENERAL SERVICES SRF Fiscal Services	212-5800	1,720.00	
5009049292	04/04/2023	A4E	212-5800	5,052.50	
5009049375	04/05/2023	KBZ Architects	212-6101	16,908.00	
5009048883	03/09/2023	Environmental Testing Assoc.	212-6135	14,629.00	
5009048944	03/13/2023	NV/5 West, Inc.	212-6135	6,720.00	
5009049384	04/05/2023	NV/5 West, Inc.	212-6135	2,354.50	
			212-6202	2,200.00	
5009049375	04/05/2023	KBZ Architects	212-6219	99,115.39	
5009049119	03/28/2023	DIV. OF THE STATE ARCHITECT	212-6220	16,380.00	
5009049113	03/28/2023	BALFOUR BEATTY CONSTRUCTION	212-6272	33,336.00	
			Total Number of Checks	10	203,463.80
5009049267	03/30/2023	Southwest School & Office Supply	251-4300	94.83	
			251-4400	59.31	
5009049034	03/16/2023	Sage Realty Group	251-5800	19,000.00	
5009049016	03/16/2023	Myers, Widders, Gibson, Jones	251-5802	12.80	
5009049372	04/05/2023	Fence Factory Rentals	251-6102	19,823.18	
5009048883	03/09/2023	Environmental Testing Assoc.	251-6202	818.00	
5009048941	03/13/2023	Environmental Testing Assoc.	251-6202	1,267.00	
5009049114	03/28/2023	BLUE SKY RESTORATION	251-6202	6,812.80	
5009049383	04/05/2023	M/M Mechanical Inc.	251-6202	23,862.00	
			Total Number of Checks	8	71,749.92
5009048903	03/09/2023	OXNARD ELEM SCHOOL DISTRICT	252-5600	7,500.00	
5009048988	03/14/2023	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009048943	03/13/2023	M/M Mechanical Inc.	252-6202	1,241.51	
5009049383	04/05/2023	M/M Mechanical Inc.	252-6202	1,241.51	

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

Checks Dated 03/02/2023 through 04/07/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009048776	03/02/2023	Tetra Tech Divisions	252-6235	10,662.08	
5009049117	03/28/2023	Department Of Toxic Substances Control	252-6235	7,786.22	
Total Number of Checks			6	38,548.30	
5009048884	03/09/2023	Fence Factory Rentals	490-5800	7,716.00	
5009048939	03/13/2023	DEPARTMENT OF GENERAL SERVICES SRF Fiscal Services	490-5800	9,436.40	
5009049195	03/30/2023	DTA	490-5800	7,025.06	
5009049300	04/04/2023	DTA	490-5800	12,784.46	
5009048774	03/02/2023	TAFT ELECTRIC	490-6202	14,250.00	
5009048915	03/09/2023	Reed Mechanical Systems Inc.	490-6202	2,776.00	
5009049265	03/30/2023	Smith Mechanical Electrical	490-6202	58,974.35	
5009048942	03/13/2023	KBZ Architects	490-6219	1,000.00	
5009049384	04/05/2023	NV/5 West, Inc.	490-6245	575.00	
Total Number of Checks			9	114,537.27	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	574	3,047,609.52
130	Cafeteria Fund	75	313,589.92
212	Building Fund Measure L	10	203,463.60
251	CAPITAL FACILITIES - RESIDENTI	8	71,749.92
252	CAPITAL FACILITIES COMMERCIAL	6	38,548.30
490	Capital Projects Fund for Blen	9	114,537.27
Total Number of Checks		667	3,789,498.53
Less Unpaid Tax Liability			.00
Net (Check Amount)			3,789,498.53

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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10.5



Agenda Item Details

Meeting Apr 19, 2023 - RSD Regular Board Meeting
Category 10. Consent
Subject 10.5 April Personnel Report
Access Public
Type

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Regular monthly personnel report.

[PERS Report - April 19, 2023.pdf \(65 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

April 19, 2023

Certificated Personnel Report

Certificated Leave of Absence:

Espinoza, Cara, Multiple Subject Teacher, Rio del Norte, (1.0) FTE, 20% LOA effective 23/24 School Year
Serrano, Jessica, Single Subject Math Teacher, Rio Vista, (1.0) FTE, LOA effective 23/24 School Year
Hamm, Tylere, Multiple Subject Teacher, Rio del Sol, (1.0) FTE, 50% LOA effective 23/24 School Year
Koga, Annie, Multiple Subject Teacher, Rio del Sol, (1.0) FTE, 40% LOA effective 23/24 School Year
Visser, Lisa, SDC 1st-2nd Grade Teacher, Rio del Norte, (1.0) FTE, 100% LOA effective 23/24 School Year

Certificated Ratification of Employment:

Woznichak, Denise, School Psychologist, Rio del Sol (0.5) FTE Rio Vista (0.5) FTE, effective 01/30/2023
Guynn, Robert J, School Psychologist, Rio del Sol (0.5) FTE Rio Vista (0.5) FTE, effective 03/21/2023
Folino, Michela, SDC K - 1 to Resource Teacher RL, 1.0 (FTE) Effective 03/27/2023
Vega-Flynn, Samantha, Resource teacher RP to SDC K-1, 1.0 (FTE) Effective 03/27/2023
Guynn, Robert, Elementary Principal RDM to Middle School Principal RV (1.0) FTE Effective 07/01/2023
Hudson, Leslie, Assistant Principal RRE to Elementary Principal RDM (1.0) FTE effective 07/01/2023

Classified Personnel Report

Classified Leave of Absence:

Drennon, Marta, Food Service Worker I, (4) hours, Rio Del Norte, effective 3/15/23

Classified Leave of Absence:

Carrizales, Leticia, Campus Supervision Assistant, (5.5) hours, Rio Lindo, effective 4/25/23 - 6/15/23
Tan, Charlene, Occupational Therapist, (8) hours, District Office, effective 3/30/23 - 6/30/23

Classified Promotion:

Franco, Celia, from Campus Supervision Assistant, (3.75) hrs, Rio Real to Campus Supervision Assistant, (5.05) hrs, Rio Real, effective 3/13/23
Mendez, Nancy, from Campus Supervision Assistant, (4.5) hours, Rio Rosales, to Food Service Worker I, (2) hrs & (3) hrs, effective 3/20/23
Rodriguez, Karina, from Campus Supervision Assistant (4.75) hrs, Rio Lindo, to Instructional Assistant/Sped, (5.75) hrs, Rio Lindo, effective 3/20/23

Classified Ratification of Employment:

Contreras, Erika, Instructional Assistant/Sped, 5.75 hrs, Rio Del Norte, effective 3/20/23
Galimba, Antonio, Food Service Worker I, (3) hours, Rio Real, effective 3/28/23
Galimba, Antonio, Food Service Worker I, (2.5) hours, Rio Real, effective 3/28/23
Morales, Priscilla, Instructional Assistant/Sped, 5.75 hrs, Rio Vista, effective 3/21/23

Classified Involuntary Transfer:

Duckett, Thomas, from Instructional Assistant/Sped, 3.5 hours, Rio Real to Instructional Assistant/Sped, 3.5 hours, Rio Del Sol effective 3/28/23
Garcia Baez, Josephine, from Instructional Assistant/Sped, 5.5 hrs, Rio Lindo to Instructional Assistant/Sped, 5.75 hrs, Rio Lindo effective 3/20/23

10.6



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the Williams quarterly complaint report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

[Williams UCP Quarterly Report 2022-23 fillable April board meeting.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.

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

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

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

Date for information to be reported publicly at governing board meeting: April 19, 2023

Please check the box that applies:

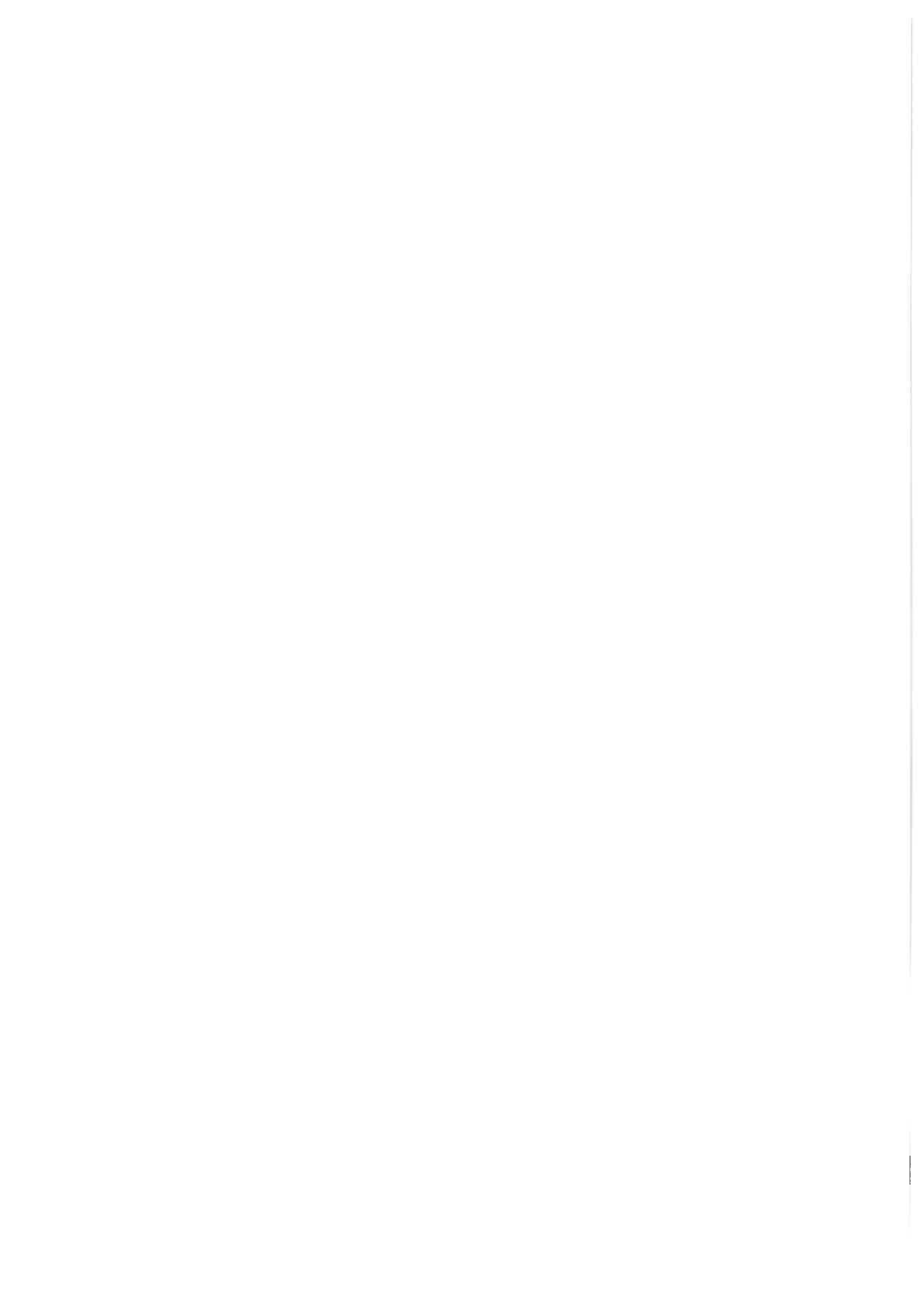
- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

John Puglisi
 Name of District Superintendent

 Signature of District Superintendent

10.7





Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of New Salary Schedules for Management and Confidential Employees
Access	Public
Type	Action (Consent)
Preferred Date	Apr 19, 2023
Absolute Date	Apr 19, 2023
Fiscal Impact	No
Recommended Action	Administration recommends approval of the new salary schedules.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Salary schedules for Certificated Management, Classified Management, and Confidential Employees have been updated to reflect the new board approved salary increase. Approval will allow the district to move forward with posting the new salary schedules on the District's Human Resources website.

[Management and Confidential Salary Schedules 2022-2023.pdf \(173 KB\)](#)

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
Classified Management Salary Schedule
2022/2023

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	13,304	14,005	14,705	15,441	16,292
Director of Technology	11,704	12,319	12,935	13,580	14,259
Director of Fiscal Services	10,198	10,708	11,240	11,802	12,394
Director of MOT	8,820	9,260	9,725	10,210	10,720
Director of Child Nutrition & Wellness	7,899	8,293	8,709	9,142	9,601
School Based Mental Health and Wellness Clinician	7,899	8,293	8,709	9,142	9,601
District Programs Director	7,899	8,293	8,709	9,142	9,601
Social Media Specialist	6,861	7,196	7,552	7,929	8,325
Afterschool Program Coordinator	6,288	6,602	6,932	7,278	7,644
Custodial/Ground Supervisor	5,731	6,018	6,319	6,635	6,966
Asst. Supervisor Food Services	6,003	6,301	6,615	6,948	7,296

ANNIVERSARY INCREMENTS:

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

Longevity:

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

Educational Stipend:

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

Vacation:

1.75 paid vacation days per month

Paid Holidays:

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

Board Approved: 03/15/2023

Effective 7-1-2022: 9% salary increase



Rio School District
Certificated Management Salary Schedule
2022/2023

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	96,058	100,861	105,934	111,198
C195	Psychologist	195	101,220	106,224	111,475	116,992
C200	Coordinator I, Reading First	200	100,060	105,065	110,315	115,831
C204	Coordinator II, Assessment/Technology Coordinator II, Curriculum and Instruction	204	106,732	112,068	117,672	123,555
C206	Assistant Principal, Middle School	206	115,191	120,860	126,815	133,064
C212	Principal, Elementary	212	128,531	134,869	141,524	148,510
C216	Principal, Middle School	216	135,203	141,874	148,878	156,231
C216	Administrator of Special Programs	216	126,741	133,079	139,734	146,721
C225	Director of Pupil Personnel Services	225	140,376	147,212	154,393	161,932
C225	Dir. of Innovations, Partnerships & Principal Support	225	140,376	147,212	154,393	161,932
C225	Director of School & System Improvement	225	140,376	147,212	154,393	161,932
C225	Director of Human Resources	225	152,170	159,564	167,307	175,452
C225	Assistant Superintendent Educational Services	225	159,861	167,635	175,801	184,363
C225	Assistant Superintendent Human Resources	225	159,861	167,635	175,801	184,363
C225	Assistant Superintendent of School & System Improvement	225	159,861	167,635	175,801	184,363

ANNIVERSARY INCREMENTS

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

Longevity:

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

EDUCATIONAL STIPEND

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

Board Approved: 03/15/2023

Effective 7-1-2022: 9% salary increase

Per new CalSTRS regulations, cell phone and mileage compensation is now reflected in salary and no longer separate add ons.

Approved Cell phone and mileage amounts were rolled into salary after the 15/16 salary increase of 10.08% was applied.



RIO SCHOOL DISTRICT
Confidential Salary Schedule
2022/2023

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	5,542	5,817	6,109	6,414	6,733
Human Resources Specialist	5,282	5,550	5,825	6,117	6,422
Human Resources Credential/Data Specialist	5,282	5,550	5,825	6,117	6,422
Administrative Secretary	4,656	4,888	5,135	5,391	5,660
Human Resources Assistant	4,656	4,888	5,135	5,391	5,660

ANNIVERSARY INCREMENTS:

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

Longevity:

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

Professional Growth Stipend/Professional Program:

in accordance with California School Employees Association bargaining unit agreement

Vacation:

2 paid vacation days per month

Paid Holidays:

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

Effective 7-1-2022 9% salary increase

Board Approved: 03/15/2023

10.8



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Ratification of California Department of Food and Agriculture Grant Agreement for Rio School District to Grow Healthy Kids and Strong Partnerships while Establishing a District-wide Farm to School Program.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	150,000.00
Budgeted	Yes
Budget Source	Child Nutrition
Recommended Action	It is recommended that the Board approve the Ratification of California Department of Food and Agriculture Grant Agreement for Rio School District to Grow Healthy Kids and Strong Partnerships while Establishing a District-wide Farm to School Program.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District is the recipient of the California Department of Food & Agriculture Incubator Track 1 grant. With approval, the project will promote nutrition education, sustainable food production and procurement, and high quality student engagement through Experiential learning. The district will receive funding in the amount of \$150,000 dispersed over a 2 year period to hire a Farm to School Educator as an independent contractor to establish farm to school programming at Rio Vista & Rio Del Valle Middle Schools and launch Farm education on district agricultural land. Programming will help to improve the health and wellbeing of California school children through integrated nutrition education and healthy food access.

[Child Nutrition Grant.pdf \(2,599 KB\)](#)

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.

**GRANT AGREEMENT
SIGNATURE PAGE**

**AGREEMENT NUMBER
22-1771-000-SG**

- This Agreement is entered into between the State Agency and the Recipient named below:
STATE AGENCY'S NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)
RECIPIENT'S NAME
RIO SCHOOL DISTRICT
- The Agreement Term is: April 1, 2023 through March 31, 2025
- The maximum amount of this Agreement is: \$150,000.00
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information	2 Pages
Exhibit B: General Terms and Conditions	5 Pages
Exhibit C: Payment and Budget Provisions	2 Pages

Attachments: Scope of Work and Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
RECIPIENT

RECIPIENT'S NAME (*Organization's Name*)
RIO SCHOOL DISTRICT

BY (*Authorized Signature*)

✍



DATE SIGNED

4.3.23

PRINTED NAME AND TITLE OF PERSON SIGNING

Wael Saleh, Assistant Superintendent of Business Services

ADDRESS

1800 Solar Drive, Oxnard, California 93030

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (*Authorized Signature*)

✍

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANNABELE CUTAJAR, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

NM

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
The project will promote nutrition education, sustainable food production and procurement, and high-quality student engagement through experiential learning. It improves the health and wellbeing of California schoolchildren through integrated nutrition education and healthy food access.

Project Title: Rio School District Grows Healthy Kids and Strong Partnerships while Establishing a District-wide Farm to School Program

2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Nicholas Anicich	Name:	Alise Echele
Division/Branch:	Inspection Services Division/Office of Farm to Fork	Organization:	Rio School District
Address:	2399 Gateway Oaks Drive	Address:	1800 Solar Drive
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Oxnard, CA 93030
Phone:	916-917-6736	Phone:	805-485-3111 x 2135
Email Address:	Nicholas.Anicich@cdfa.ca.gov	Email Address:	aechele@rioschools.org

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Rachel Finkes	Name:	Alise Echele
Division/Branch:	Inspection Services Division/Office of Farm to Fork	Organization:	Rio School District
Address:	2399 Gateway Oaks Drive	Address:	1800 Solar Drive
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Oxnard, CA 93030
Phone:	916-516-2213	Phone:	805-485-3111 x 2135
Email Address:	rachel.finkes@cdfa.ca.gov	Email Address:	aechele@rioschools.org

FISCAL CONTACT FOR RECIPIENT (if different from above):
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

4. RECIPIENT: Please check appropriate box below:

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award does does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

10. Contractors/Consultants

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

11. Non-Discrimination Clause

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 10000 *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

12. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

13. Disputes

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

14. Termination for Convenience

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

15. Termination for Cause

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

16. Acceptable Failure to Perform

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

17. Breach

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to CDFA.LegalOffice@cdfa.ca.gov.

California Department of Food and Agriculture
Legal Office of Hearing and Appeals
1220 N Street
Sacramento, CA 95814

8. Non-Material Breach

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

19. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

20. News Releases/Public Conferences

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

21. Scope of Work and Budget Changes

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

22. Reporting Requirements

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

23. California State Auditor

This Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years after final payment under the Agreement.

24. Equipment

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

25. Closeout

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

6. Confidential and Public Records

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

7. Amendments

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

8. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. If mileage is a reimbursable expense, using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.



CDFA OFFICE OF
FARM to FORK

ATTACHMENT A: SCOPE OF WORK

Granting Agency: California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F)

Grant Program: 2022 California Farm to School Incubator Grant Program

Funding Track: Track 1 – The California Farm to School K-12 Procurement and Education Grant

Grantee Name: Rio School District

Award Amount: \$150,000.00

- A. Project Title:** Rio School District Grows Healthy Kids and Strong Partnerships while Establishing a District-wide Farm to School Program
- B. Project Summary:** Rio School District will build a district-wide farm to school program serving 5,100 K-8 students across nine schools. Child Nutrition Services will increase procurement of Ventura County-grown fruits and vegetables by 300%, implement school garden and nutrition education at six additional schools, and renovate or build four school gardens.
- C. Previous Grant Program Recipient? Yes**
- 1) **Grant agreement number:** 20-1200-000-SG
 - 2) **Description of how the new project supplements the previous one:** Rio School District served as the fiscal sponsor for Ventura County Farm to School's 2021 grant project entitled, "Blending Local Foods into the Cafeteria and Classroom with the Ventura County Farm to School Regional Partnerships." Since that time, Ventura County Farm to School has officially incorporated as a non-profit 501(c)(3) and is now able to apply for funding independently and manage finances internally. For the 2021 grant, Rio School District served as the fiscal agent, in addition to participating as a project partner with several other local school districts. The grant allowed Rio School District to fund an executive director for Ventura County Farm to School to manage the project. The grant also provided funds for Rio School District to purchase school garden supplies for renovations and nutrition education materials, which was primarily focused on the elementary school level.

Rio School District's 2022 Track 1 grant award will allow it to continue this work by creating a district-wide education program, renovating additional school gardens, expanding the program to the middle school level, integrating and coordinating the education program with the food services department, and increasing local produce purchases for school meals. Rio School District also looks forward to leveraging this grant award by continuing to partner with Ventura County Farm to School on the food hub project that received a 2022 Track 2 Partnership Grant since the collective county goal is to increase local food purchasing.

D. Project Purpose/Need: Rio School District (RSD) students served through this project are negatively impacted by economic, housing, health, and environmental burdens. This project combats these impacts by creating healthy school environments through the implementation of a robust, district-wide farm to school program. RSD has an overall 52.5 percentile on the California Healthy Places Index (HPI); 47.5% of other school districts have healthier conditions. RSD's Clean Environment percentile is 35.7, meaning 64.3% of other school districts have healthier environments; RSD students are impacted by air pollution and drinking water contamination. The HPI for Housing is in the 11.8 percentile, meaning 88.2 % of other districts have healthier housing conditions. 26% of low-income renters pay more than 50% of their income on housing. RSD is in the 12.6 percentile for Uncrowded Housing while the county's percentile is 33.9. This means that 87.5% of other districts have less crowded housing than RSD. 30% of the district's population is living below the poverty line, which is 20% higher than the county.

RSD's per capita income is in the 39.0 percentile, which is 38.6 percentile points lower than Ventura County. In addition, 66.6% of students qualified for free or reduced-price school meals from 2019-2020. RSD is in the 8.2 percentile for Insured Adults, meaning 91.8% of school districts have a higher percentage of adults with healthcare insurance. Only one out of five adults in the RSD community has a bachelor's degree or higher according to the HPI. CalEnviroScreen 4.0 scores census tracts based on pollution burden, socioeconomic factors, and prevalence of sensitive populations. As the percentile increases, the burden increases. Three schools are in the 70-80 percentile, five schools are in the 50-60 percentile, and one school is in the 30-40 percentile.

E. Project Goal: The goal of this project is to... build a district-wide farm to school program serving 5,100 K-8 students across 9 schools. Child Nutrition Services will increase procurement of Ventura County-grown fruits and vegetables by 300%, implement school garden and nutrition education at four additional schools, and renovate or build four gardens.

F. Project Work Plan:

MEASURABLE PROJECT OBJECTIVES (at least 2 required)	PROJECT ACTIVITIES (at least 2 per objective)	TIMELINE (month/year each activity will occur)	PERFORMED BY (who will implement each activity)
1. Increase purchasing of California-grown, local fruits and vegetables featured in RSD's Harvest of the Month (HOTM) program for all 9 schools by 300% and incorporate into the menu plan.	Identify 2023-2034 HOTM crop list and featured growers	4/23 – 8/23	Child Nutrition Services Director FoodCorps Service Member, district-level Nutrition & Farm to School Coordinator
	Identify appropriate procurement practices	Monthly 4/23 – 3/25	Child Nutrition Services Director
	Coordinate ordering and delivery of produce with farmer, distributor or food hub, and cafeterias	Monthly 4/23 – 3/25	FoodCorps Service Member, district-level
	Test 2023-2024 HOTM recipes and conduct taste tests with students to confirm specialty recipes	4/23 – 8/23	FoodCorps Service Member, district-level
	Incorporate produce and recipes into 2023-2024 menu calendar	Monthly 8/23 – 3/25	Child Nutrition Services Director
2. Craft and utilize a <i>Harvest of the Month (HOTM) Plan</i> that outlines how and when procurement is integrated with educational programming.	Craft 2023-2024 plan in collaboration with the project team that consists of: featured HOTM growers and crops, ordering and distribution details, meal service dates, specialty recipes for cafeteria and classroom, and lesson dates.	4/23 – 7/23	Nutrition & Farm to School Coordinator Garden & Nutrition Educator, contractor
	Coordinate plan development and implementation of the plan with the project team	8/23 – 3/25	Nutrition & Farm to School Coordinator
3. Craft and utilize a district-wide <i>School Garden and</i>	Create an annual schematic with lesson plans and a lesson	4/23 – 8/23	Nutrition & Farm to School Coordinator

MEASURABLE PROJECT OBJECTIVES (at least 2 required)	PROJECT ACTIVITIES (at least 2 per objective)	TIMELINE (month/year each activity will occur)	PERFORMED BY (who will implement each activity)
<i>Nutrition Education Program Plan</i> for the Educator Project Team	teaching schedule by grade level for the following program elements: HOTM mindful tasting, cooking, garden, and nutrition.		Garden & Nutrition Educator, contractor
	Identify a series of garden, cooking, tasting, and nutrition lessons for each grade level	4/23 – 8/23	Nutrition & Farm to School Coordinator Garden & Nutrition Educator, contractor
	Use plan as an Educator Project Team	8/23 – 3/25	Nutrition & Farm to School Coordinator FoodCorps Service Member, site-based Nutrition & Garden Educator, contractor
4. Pilot the implementation of teacher-led Harvest of the Month (HOTM) mindful tasting lessons at a minimum of 3 schools during Year 1 and expand to include a total of 6 schools during Year 2, reaching 3,000 students.	Adapt lessons to include featured crops, farmers, and food service staff along with mindful tasting practices	4/23 – 8/23	Nutrition & Farm to School Coordinator Garden & Nutrition Educator, contractor
	Recruit classroom teachers to teach tasting lessons by modeling lessons and providing technical assistance	9/23 – 12/23	Nutrition & Farm to School Coordinator FoodCorps Service Member, site-based Nutrition & Garden Educator, contractor
	Coordinate teacher-led model and provide ongoing technical assistance as needed	1/24 – 3/25	Nutrition & Farm to School Coordinator FoodCorps Service Member, site-based

MEASURABLE PROJECT OBJECTIVES (at least 2 required)	PROJECT ACTIVITIES (at least 2 per objective)	TIMELINE (month/year each activity will occur)	PERFORMED BY (who will implement each activity)
			Nutrition & Garden Educator, contractor
5. Revitalize, expand or build outdoor school garden classrooms at 4 schools.	Create Garden Councils at each of the 4 schools and recruit teachers, staff, and community members to participate and assist in crafting the garden renovation plan.	Quarterly 4/23 – 3/25	Nutrition & Farm to School Coordinator Nutrition & Garden Educator, contractor
	Collaborate with Education Services to leverage LCAP/LCFF dollars to help fund renovations alongside CDFA grant funding	4/23 – 3/25	Nutrition & Farm to School Coordinator
	Renovate 4 school gardens with school community support	4/23 – 3/25	Nutrition & Farm to School Coordinator Nutrition & Garden Educator, contractor
6. Expand school garden and nutrition education to include 2 middle schools and expand program offerings at 7 elementary schools.	Assemble garden and nutrition lesson kits with supplies and materials	4/23 – 8/23	FoodCorps Service Member, district-level
	Assemble and stock cooking carts	4/23 – 8/23	FoodCorps Service Member, site-based Nutrition & Garden Educator, contractor
	Model lessons twice per week at each of the four schools, rotating between garden, cooking, tasting and nutrition lessons across the grade levels	4/23 – 3/25	FoodCorps Service Member, site-based Nutrition & Garden Educator, contractor

G. Culturally Relevant Programming: The school garden is an ideal place to celebrate cultural diversity of the student population. Students will help choose a variety of annual and perennial plants to grow, so that their garden can be a place to celebrate a diversity of students' food traditions. Students will have an opportunity to see their familiar foods

honored as they tend plants that nourish their families while also learning about foods that are celebrated by other students.

The cafeteria is another ideal place for students to celebrate cultural diversity. Students will help choose Harvest of the Month recipes to feature on the salad bars and in cooking lessons. Like the garden, recipes will highlight the cultural diversity of the school, so that students can see their food cultures reflected in the school meals while also stretching their food preferences as they try unfamiliar dishes and foods. Engaging students where the familiar and unfamiliar intersect is an impactful learning experience. Cultures are celebrated and students' perspectives are broadened.

H. Healthy, Equitable, Resilient Food System – Procurement Partners: RSD plans to partner with ten farms, a majority of whom are organic and based in the Ventura County and tri-county area, to increase Harvest of the Month purchases from monthly to weekly deliveries. RSD will also establish on-going purchases from growers when crop availability extends through a season to establish consistency.

- Alcantar Organics, operated by Jose Alcantar, is a small row crop farm based in Carpinteria. Jose uses certified organic practices, crop rotation, and integrative pest management practices to operate a climate-smart operation.
- King and King Ranch, owned and operated by the 3rd and 4th generation King family, is a small citrus and avocado ranch in Fillmore. The Kings are transitioning to certified organic and actively implementing stewardship goals.
- The Abundant Table is a non-profit operating a 3.5-acre pesticide-free farm in Fillmore on King and King Ranch land. Farmer Guadalupe Rojas uses sustainable principles like water conservation, crop rotation, and cover cropping to grow mixed vegetables, strawberries, and flowers.
- Churchill Orchard is a small, CCOF-organic certified citrus and avocado ranch located in Ojai. Jim Churchill, owner and grower, uses climate-smart and regenerative farming practices.
- McGrath Family Farmers in Camarillo leases 34 acres to a grower group on certified organic, regenerative farmland: Mike Roberts of Baby Root Farm, and the Carranzas of Carranza Family Farm. They produce fruits, vegetables, and flowers and collaborate with Farmivore, a food hub based in this farming partnership, to sell their product. They build soil and fertility through organic amendments, crop rotations, and employ integrated pest management.
- Friend's Ranches, a small farm producing citrus and avocados in Ojai has been family farmed for over 100 years. Emily Thacher-Ayala and family use climate-smart practices.
- Laubacher Farms located in Oxnard and Foothill Organics in Fillmore are additional partnering certified organic farms for this grant project.
- San Miguel Produce Inc. is a 4th generation Japanese American owned and operated dark leafy greens processing center located in Oxnard. Although they've transitioned out of farming, they partner with organic growers in Ventura County and across California for processing and distribution.

I. Project Reporting, Invoicing, and Evaluation Requirements: Please refer to the 2022 CA Farm to School Incubator Grant Invoicing & Reporting Timeline for due dates.

- 1) **Pre-Survey:** Submit a pre-survey to the CDFA at the beginning of the grant term to summarize and quantify pre-project farm to school activities.
- 2) **Regular Financial Invoicing:** Submit **monthly or quarterly** financial invoicing to the CDFA that: **(a)** documents actual allowable project costs incurred, as listed in the approved budget (Attachment B), and **(b)** documents any program income earned as a result of the grant award during the grant duration. When invoicing for California grown or produced, whole or minimally processed food procurement costs, grant recipients must complete the CDFA food procurement worksheet.
 - i. **Payment Process:** This is a reimbursement grant program. The grant recipient will fund the project and submit monthly or quarterly invoices to the CDFA-F2F. The CDFA will reimburse allowable project costs upon approving each invoice. The grant agreement must be fully executed (signed by both parties) before project activities begin. Grant recipients are responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes.
 - ii. **IMPORTANT:** The CDFA reserves the right to withhold payment for projects that are not up to date with the filing of their pre-survey, quarterly check-ins, annual procurement check-ins, and final interview.
- 3) **Farm-Level Data:** If applicable, request farm-level data and velocity reports from distributors and make efforts to include farm-level data when completing the CDFA food procurement worksheets. The CDFA Farm to School Evaluation Team will provide support and additional guidance for these requests.
- 4) **Quarterly Check-ins:** Submit quarterly check-ins to the CDFA summarizing project progress, successes, and challenges.
- 5) **Annual Procurement Check-in:** Submit data to the CDFA annually regarding California food procurement practices for the duration of the grant and the following year after the end of the project term.
- 6) **Final Interview:** Participate in a final interview with the CDFA after the grant term concludes to discuss project successes, challenges, and other relevant information.
- 7) **External Program Evaluation:** Participate in external evaluation activities conducted by a CDFA representative or external designee for this grant program.

J. Budget: See Attachment B: Budget

- 1) If project activities are included in this Scope of Work but not included in the Budget, they will be funded by the recipient and/or a 3rd party.

State of California
California Department of Food and Agriculture Office of Farm to Fork (CDFA-F2F)
2022 California Farm to School Incubator Grant Program

ATTACHMENT B: Budget

TRACK 1: THE CALIFORNIA FARM TO SCHOOL K-12 PROCUREMENT AND EDUCATION GRANT

Grant Recipient Name:

Rio School District

Award Amount:

\$150,000.00

SPENDING CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)

Item Type	Leave this column blank	Leave this column blank	For school meals or student education?	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
California Grown Produce			School meals	4/23 - 3/25	\$5,941.34
Total CA Food Procurement Costs					\$5,941.34
Percent of Total Award Amount					3.96%

SPENDING CATEGORY 2: FARM TO SCHOOL EDUCATION COSTS (no cap)

Item	Estimated # of Units (optional)	Estimated Cost		Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
		Per Unit (optional)	Item Type		
School Garden & Nutrition Education Supplies (e.g., to create garden and nutrition lesson kits; for gardening seeds, transplants, tools; and for cooking ingredients and tools)					
			Supplies	4/23 - 3/25	\$5,400.00
Total Farm to School Education Costs					\$5,400.00
Percent of Total Award Amount					3.60%

SPENDING CATEGORY 6: CONTRACTUAL COSTS (no cap)

Please note that grant recipients distributing funds to contractors must ensure that contractors follow all allowable and unallowable cost parameters of this program as well as financial reporting requirements such as documenting how they used the funds.

Job Title, Name (if contractor is an individual) or Organization Name (if contractor is an organization) or Name TBD (if name not yet identified)	# of Hours or % FTE or N/A	Rate (e.g., \$__/hr; \$__ flat rate; \$__ as a fee for professional services)	Additional Contractor Costs (Indicate the cost type and amount (e.g., Travel - \$1,000; Supplies - \$100). If not applicable, write N/A.)	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
Nutrition & Garden Educator	3,040 hours (~0.75 FTE)	\$42.00/ hour	Mileage - \$943.20	4/23 - 3/25	\$128,623.20
Total Contractual Costs					\$128,623.20
Percent of Total Award Amount					85.75%

Description of Contractual Activities:

The contracted Nutrition & Garden Educator will implement school garden and nutrition education at 2 additional school sites, assist in renovating school gardens, and collaborate with the Nutrition & Farm to School Coordinator to craft the School Garden and Nutrition Education Program Plan and the Harvest of the Month Plan for district-wide implementation. \$943.20 is allocated to reimburse the contracted Nutrition & Garden Educator for miles traveled between school sites throughout the grant project term.

TOTAL DIRECT COSTS \$139,964.54

SPENDING CATEGORY 8: INDIRECT COSTS (max. 30% of direct costs)

% of Direct Costs	Leave this column blank	Leave this column blank	Leave this column blank	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
7.17% of \$139,964.54				4/23 - 3/25	\$10,035.46
Total Indirect Costs					\$10,035.46
Percent of Direct Costs					7.17%

GRAND TOTAL \$150,000.00

10.9



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Addendum to the ProCare Therapy Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval for the addendum to the current board approved contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

In order to meet the assessment and 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 (SLP) under a current board approved contract with ProCare Therapy for the remainder of the 2022-2023 school year or until a qualified district hired SLP provider is available to execute these services.

This ratified addendum contract is in lieu of a previously approved position that was not filled by a previously approved contract from a different contracted agency. Therefore, funding for this position will be transferred from a previously approved contract to ProCare Therapy agency.

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

[ProcureContract041923.pdf \(869 KB\)](#)

Administrative Content**Executive Content**

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

CLIENT SERVICES AGREEMENT

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

1. Scope of Services.

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

2. Independent Contractor.

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

3. Telepractice Services.

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

4. Insurance.

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

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

Workers Compensation - in accordance with state regulations.

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

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

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

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

5. Competency and Licensing.

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

6. On-Site Responsibility.

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

7. Employment of Consultants.

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

8. Equal Opportunity.

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

9. Timekeeping and Invoicing.

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

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

10. Payment Terms.

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

11. Default Charges.

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

12. Limitation of Liability.

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

13. Administrative Responsibilities.

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

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

14. Incident and Error Tracking.

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

15. Reporting of Work-Related Injuries.

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

16. Termination of Contracted Assignment with Cause.

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

17. Termination of Contracted Assignment without Cause.

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

18. Guaranteed Minimum Hours.

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

19. Paid Sick Leave.

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

20. Unscheduled Facility Closure Policy.

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

21. Multiple Locations.

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

22. Issue Resolution.

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

23. Indemnification.

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

24. Confidentiality.

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

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

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

25. Family Education Rights and Privacy Act.

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

26. State Retirement System Notice.

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

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

27. Conflicts of Interest.

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

27. Notices.

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

ProCare Therapy

Contract Department
5550 Peachtree Parkway
Suite 500
Peachtree Corners, GA 30092
ContractDepartment@procaretherapy.com

To Client

Attention:
Address:

Email:

With a copy to:

General Counsel
ContractNotices@procaretherapy.com

With a copy to:

Attention:
Address:

Email:

28. Survival.

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

29. Governing Law.

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

30. Modification of Agreement.

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

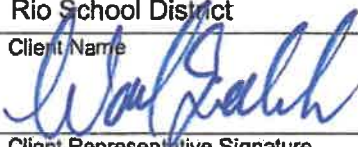
31. Entire Agreement.

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



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

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

Rio School District		NEW DIRECTION SOLUTIONS, LLC dba	
Client Name		PROCARE THERAPY	
			
Client Representative Signature		ProCare Representative Signature	
	9/2/22		Date
	Date		Date
Wael Saleh			
Print Name		Print Name	
Assistant Superintendent			
Title		Title	



CONTACT AND INFORMATION SUMMARY

CLIENT

School, District or Business Name: _____
 Billing Address: _____
 City, State, Zip: _____
 Contact Name to Receive Invoice: _____
 Invoice Email: _____
 Invoice Email CC, if applicable: _____
 Contact Phone: _____

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

Invoice Follow-up Contact: Name: _____
 same as above Email: _____
 Phone: _____

Payment Inquiry Contact: Name: _____
 same as above Email: _____
 Phone: _____

PROCARE THERAPY

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

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

Remittance Address
Only payments should be sent to this address

PO Box 934411
Atlanta, GA 31193-4411

Account Representatives

Name: Kelly Patterson
 Email: Kelly.Patterson@procaretherapy.com
 Telephone: 678-538-6733

Billing Disputes, Purchase Orders, W-9 Requests

Email: billing@procaretherapy.com
 Fax: 877-831-8511



ADDENDUM A Client Assignment Confirmation

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

Assignment Details

ProCare Consultant: Airin Lara

School District Name (Client): Rio School District

Start Date: 8/23/2022

End Date: 6/15/2023

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

Position: Speech Language Pathologist Assistant

Position Details: Assistant to school speech language pathologist

Bill Rate: 60

Minimum Hours: 37.5

Overtime Rate: 1.5 times Bill Rate

Holiday Rate: 1.5 times Bill Rate

Billing Workweek: Monday – Sunday

Miscellaneous: n/a

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

Rio School District

Client Name _____

Client Representative Signature* _____

Print Name _____

Title _____

9/2/22
Date

Wael Saleh

Assistant Superintendent of Business Services

PROCARE THERAPY

DocuSigned by: _____

ProCare Therapy Representative Signature _____

Kelly Patterson

Print Name

Senior Director Of Educational Resources

Title

8/2/2022
Date

**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:

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

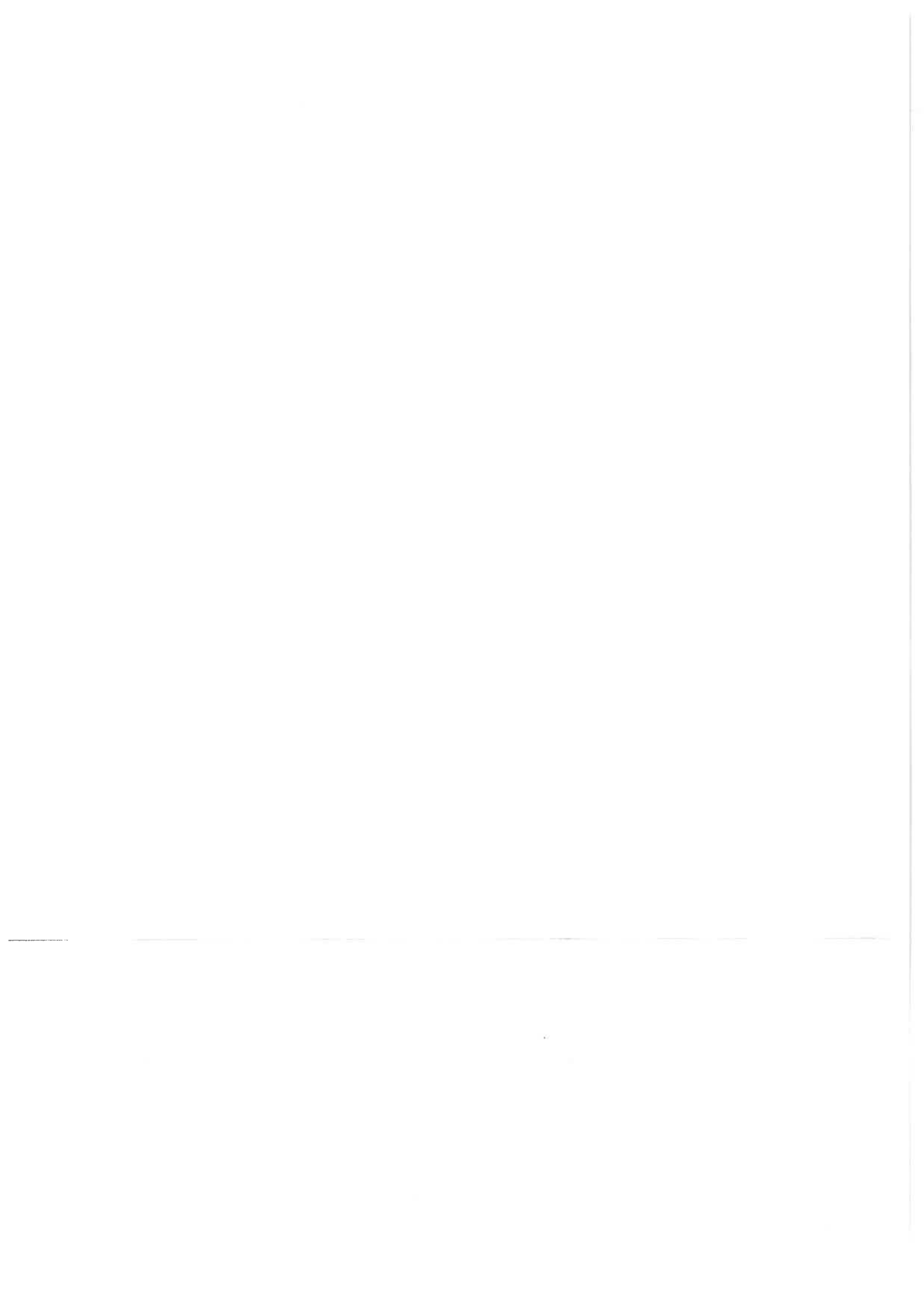
- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to 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	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Memorandum of Understanding with California Cadets August 2023
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of California Cadet program at Rio Vista.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District is interested in starting a California Cadets Program at Rio Vista Middle School. The program model would be an afterschool program two to three days a week.

[California Cadet MOU.pdf \(3,228 KB\)](#)

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.



CACC FORM 1
APPLICATION

8 May 2018

FOR ESTABLISHMENT OF A CALIFORNIA CADET CORPS UNIT

Instructions: The intent form is non-binding but allows CACC to evaluate the proposal and plan for uniforms, equipment, and personnel to start at the requested start date. Once the intent form is received, the school will be notified whether to continue the application process.

INTENT TO FORM A CALIFORNIA CADET CORPS UNIT

Basic Info

Name of school: Rio Vista Middle School

School grades: 6-8 Charter type: Public Charter Private Other

Address of school: 3050 Thames River DR

City: Oxnard Zip: 93036 School Phone: (805) 981-1507

Student enrollment (#): 700 ASC WASC Accreditation Code: N/A

Principal/Site administrator's name: Ethan Gray

Principal's phone: 805-981-1507 Principal's email: egray@rioschools.org

Additional administrator's name: Nidia Mejia (AP) nmejia@rioschools.org


Goals

Program Priorities: Mil. Discipline College Prep Vocational Physical Ed.
 Social/Citizenship Other ()

What do you want the program to accomplish: Provide a structured character development program that will meet the needs of a diverse group of students and be a source of pride and strength to Rio Vista middle school and its students.

Requested Start Date: May 1, 2023 Anticipated Cadet enrollment: 50

Potential Commandant (Name/contact): Augustine Garcia & Tito Rojas

Typed Name Ethan Gray Position Principal
 Signature: 

agarcia@rioschools.org trojas@rio



**CACC FORM 1
APPLICATION**

8 May 2018

FOR ESTABLISHMENT OF A CALIFORNIA CADET CORPS UNIT

Instructions: This application is divided into three parts: 1) Initial Eligibility Screen, 2) Intent to Form a CACC Unit and 3) Cooperative Agreement. Schools intending to start a CACC program should submit the first two pages of this application as soon as possible to recruiting@cadet.org. For help, review <https://cacadets.org/> or contact recruiting at recruiting@cadet.org.

INITIAL ELIGIBILITY SCREEN

Instructions: This section is for schools to assess their ability to conduct the CACC program, and for CACC to determine effectiveness and viability of new program location. Schools should fill this out and include it with the next page (Intent Form).

Requirements

(All must be checked to be eligible)

- | | |
|--|---|
| <input checked="" type="checkbox"/> N/A School is WASC Accredited (H.S.) | <input checked="" type="checkbox"/> Classroom Available |
| <input checked="" type="checkbox"/> School does not have JROTC Program | <input checked="" type="checkbox"/> Storage Space Available |
| <input checked="" type="checkbox"/> At least 25 Cadets | |

Competitive Attributes

(Desired, but not required)

- How many classes/sections of CACC will be conducted? Two
- Name of feeder CACC School _____
- Number of CACC programs at schools within District? one other (Rio Del Valle)
- Describe the level of District Support for the Program: High
- School has identified a potential Commandant? Yes
- Commandant has current Drill Credential? Not yet
- Describe the level of community support for the Program: Parents, community members are very supportive of the Cadet Program.
- Will Cadets be volunteers or compelled to attend CACC classes? volunteers



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COOPERATIVE AGREEMENT

BETWEEN

THE CALIFORNIA CADET CORPS

AND

Rio Vista Middle School

(SCHOOL NAME)

1. Purpose. To provide information, expectations, and requirements of the establishment of a California Cadet Corps (CACC) Unit/Program at the above-named school.
2. Authority: sections 500-520.1 and 530 and 531 of the California Military and Veterans Code
3. Reference: CR's: 1-2, 1-3, 1-9, 1-10, 1-11, 3-1, 4-2 <https://cacadets.org/Regulations>

General Dispositions:

- 1)The CACC program becomes official at an institution when both parties, the institution and the CACC jointly agree in the establishment of the program AND Activation Orders are published.
- 2) Each unit (school site) must agree to maintain the minimum enrollment of no fewer than 25 cadets within the first year of standing up the unit and:

Meet prescribed standards and criteria as set forth by CR 1-9

Provide a course of military instruction as outlined in CR 3-1.



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- 3) School Sites must make available, for the CACC unit's use, adequate classrooms, administrative offices, office equipment, storage space, drill field, transportation, telecommunications, and required facilities in a fair and equitable manner in comparison with other elements of the institution and pay the costs of utilities and maintenance for these facilities.
- 4) The school agrees to follow all CACC regulations and procedures.
- 5) The school agrees to run the program for a minimum of three (3) years.
- 6) The school agrees to allow cadets and commandants to wear CACC approved uniforms, minimum once a week for inspection purposes.
- 7) All other cadet uniforms created by the school will comply with cadet regulations - or by approval of HQCACC.
- 8) School will allow, onto campus, official CACC representatives to conduct inspections and assist facilitating the program during regular business hours.
- 9) School will arrange to have a preponderance of cadets available to support the Annual General Inspection, as well as an administrator ready to meet with the Inspectors on an appointed date and time.
- 10) HQCACC will provide the main source of curriculum for the program
- 11) HQCACC agrees to provide training equipment, however, this in no way precludes schools or districts from purchasing additional equipment.
- 12) HQCACC agrees to assist in the funding of regional competitions and leadership programs.
- 13) HQCACC agrees to provide professional development training to commandants, administrators, and other educators belonging to a program or Small Learning Community (SLC/PLC).
- 14) All stipulations in this agreement are conditional in relation to the fiscal budget or monetary funding by either the state or district for either parties.

Credit and Accreditation

- 1) A school that desires to participate in a CACC program must maintain current full accreditation by the Western Association of Schools and Colleges (WASC) if applicable.



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- 2) Cadets may receive academic credit for the Cadet Corps class to fulfill graduation requirements as authorized by local board policy. Generally, cadets in their first year of enrollment receive credit for a course entitled Military Leadership 9-12(grade) A/B (semester). Cadets in their second and subsequent years earn credit for a course entitled Military Leadership 2A/B, 3A/B and so on.
- 3) Cadets may, with the approval of the commandant and school administration, enroll in more than one period of Cadet Corps and receive credit for different requirements (Physical Education, Elective, Career Education, Vocational, etc.), but they may not take classes at different levels simultaneously.
- 4) Credit given for the required courses of instruction must maintain the standards prescribed by the CACC and its regulations/curriculum.
- 5) The School agrees to allow cadet performance data, such as GPA, attendance, college-acceptance, discipline, and physical fitness assessments on cadets be collected to assess the CACC program effectiveness.

Student Materials, Equipment, and Events:

- 1) **Equipment and materials** will be provided to CACC units as state funding levels permit. Examples of such equipment may include, but are not limited to, the following: uniforms, uniform accessories and accoutrements, varied instructional materials, and other equipment deemed necessary to assist in the support and conduct a CACC program. Other equipment may be provided for the program. The HQCACC, budget permitting, will provide the following:
 - a) Limited Color Guard and Drill supplies, Classroom Flags and display equipment.
 - b) The CACC will transport uniforms and equipment to the school site.
- 2) The school will provide for other functional materials to cadet courses that are normally distributed to other classes in order to operate a basic learning environment that is specific to the program, i.e. pencils, paper, white board markers, copy paper, staplers etc.
- 3) **Events** conducted at the local, regional or state, are critical to the success of the program. Cadet Corps units typically participate in a number of events each school year, please view CR 1-9 section 5.3 for various examples. The relationship of staffing and responsibility of participating groups are situational and shared to varying degrees by both the CACC personal and school personnel.
 - a) Transportation to/from local events are primarily the responsibility of individual schools. Commandant personnel are encouraged to provide information to school site administrators about anticipated costs for transportation well in advance of their incurrence and within district guidelines.



b) Depending on cadet participation numbers, the CACC will provide transportation to and from state activities- including the Summer Encampment.

c) School districts may establish and implement policies regarding academic eligibility for cadet participation in such events and activities. However, commandant input to such policies is recommended.

d) School administrator authorization and parent permission must be obtained before cadets are allowed to participate in any activity off campus or for extended periods outside the school day.

e) Rearranged trips and transport requests that are submitted by commandants at the annual Commandant Conference will be considered for funding by the CACC. Cost of all other trips and transport incurred by the unit will be paid for by the school with the exception of point "b" above.

f) Schools will provide cadets with liability insurance to the same extent and in like manner as provided other students (in all aspects to include extracurricular activities). The CACC also provides excess liability for its members and cadets.

Facilities:

1) The School site will provide adequate classroom space as needed for the number of students enrolled in the largest class of the California Cadet Corps (CACC) program. Classrooms should contain adequate desks, audiovisual equipment, teacher's desk(s), etc. for the anticipated enrollment.

2) **Administrative Offices.** The CACC program requires commandants to conduct a variety of administrative functions, including personnel record keeping, supply management, etc. Sufficient dedicated office space for these functions is generally equal to a minimum of 150 square feet in unit with enrollments between 32-100 cadets and 250 square feet in units with enrollments between 101-250 cadets. Units with larger enrollments require proportionally larger administrative space.

3) **Computers/Printer.** At least one dedicated computer or laptop for administrative functions, printer with adequate supply of ink/toner, as well as classroom sufficient computers for online promotion testing or staff work with proper local data/WIFI accessibility.

4) **Storage space.** Adequate locked space is needed to store uniforms and other equipment commensurate with the number of anticipated cadets enrolled in the program. Storage must allow for security of state property. Provisions of suitable safeguards for State property are as prescribed in CR 4-2. 5) **Drill Area.** Cadets require a flat, unobstructed surface of no less than 30 yards by 50 yards to conduct drill and ceremonies. This surface can easily be shared with other classes on a rotating basis to be negotiated between the CACC Commandant and other teaching personnel. Larger units will, by nature, occupy and require more space.



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6) **Telecommunications.** Commandants should have access to a phone line. Phone services are required because of the after school and weekend nature of events conducted by the CACC.

7) **Facilities access.** Given the fact that CACC units typically practice after school and in the evening and weekend hours for competitions, access to necessary security codes, keys, passes, gates, classrooms, buildings, etc. is necessary.

Instructors, Staff and School:

The success of the California Cadet Corps (CACC) Program depends upon qualified and motivated instructors. The CACC will assist with locating and recruiting potential commandants, but the school hires and supervises the employees. The CACC will train, promote, inspect yearly, pay drill stipends, and facilitate certification through CTE for appointed Commandants.

1) Authorized instructors.

Only instructors with appointments in the CACC and with the Designated Subjects Special Subjects Basic Military Drill Credential or JROTC Drill Credential will conduct the CACC program as required by the Commission on Teacher Credentialing; These instructors are subject to the provisions of CACC regulations. Schools are allowed one year, with the approval of the principal, to have a provisional instructor that does not meet the above criteria to act as an interim instructor for the specific purpose to train or acquire a qualified commandant for the existing program.

2) Relationship between instructors and schools.

a) **Commandants:** The school or school board is the employing agency of Commandants. They are responsible to the Principal and are governed by district and school policy, employment contracts, and CACC regulations.

b) **Assistant Commandants / Volunteers:** Volunteers and Assistant Commandants (volunteers who achieve appointment in the CACC) are critical to a successful program (transportation, chaperones, administrative support, etc.). These personnel are school volunteers and are governed by that institution's rules and regulations. In addition to school/district policy compliance, Commandants are responsible for their supervision and must ensure they comply with the Cadet Protection policy while at CACC events.

c) **Cadet Instructors:** This is a cadet leadership program and cadets are expected to instruct junior cadets in elements of CACC curriculum. This instruction is performed under the guidance and supervision of the Commandant, Assistant Commandant, or substitute teachers when required.



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3) Substitute Coverage for official Events/ Activities.

Participation in cadet activities, trips, or events, as well as participation in CACC-sponsored professional development seminars during school time, may require schools and school districts to pay for substitute coverage for CACC Commandants. This is handled as any school educator requiring time for a like purpose.

4) Salary, Drill Pay, Stipends and Insurance.

a) Schools/Districts shall pay certificated-Commandants a salary that is commensurate with similar positions.

b) Certificated Commandants are eligible for CACC "drill pay" which is essentially a stipend for CACC activities or requirements occurring out of the normal school day. Drill Pay is subject to performance requirements, separate from school employment, governed by California Military Department regulations, and not subject to school/bargaining unit agreements. This stipend is considered separate from any state duties the Commandant may perform.

c) At the discretion of local school authorities, individuals employed as Commandants may be paid stipends for coaching after school activities and/or for supervising cadets on weekend and outside-of-school-time activities. Such stipends are solely at local school expense. If these stipends are paid, drill pay will not be issued.

d) Though the CACC carries insurance, it is expected that Commandants are to be provided with the same liability insurance as to the extent as is provided to coaches and other teachers through the school for school sponsored activities or duties.

5) Maintaining and clearing the Military Drill Credential.

As with all CTC Credentials, the individual instructor is responsible for obtaining and maintaining the proper coursework and following CTC procedures to obtain a credential. This includes the clearance of their Preliminary Drill Credential (5 years from issuance of preliminary credential). The program will assist in this venture but is not responsible for the attainment of qualifications or documentation.

6) Professionalism by the Commandant.

a) Commandants are the employees of the school or District and are therefore governed by all rules and regulations stipulated by that body.



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- b) School principals are the direct supervisor in the commandant's professionalism, performance, and appearance in accordance to the rules and regulations of both the school and the CACC.
- c) The administration is encouraged to contact HQCACC to assist in any concerns with the governing of the instructor and or program.
- d) This is a military program and the Commandant should wear a uniform in compliance with Cadet Regulation 1-3. Generally, this means on cadet uniform days, the Commandant should also be in uniform.

Cooperative Agreement Stipulations

- 1) That this cooperative agreement will be effective when the authorities of this school have been notified officially that the CACC has approved the activation of a CACC unit on the date specified by that notification.
- 2) That the CACC will have the right at anytime to withdraw approval and authorization of any personnel employed by the school pursuant to CR1-10. . Such a withdraw of authorization of any personnel employed by the school, will require the decertification of the individual from the CACC program.
- 3) For functionality, if the CACC program at the school is not reaching standards or expectations as set forth by the Annual General Inspection (AGI). That HQCACC reserves the right to place said unit on probation (see CR-1-9 section 2-8 through 2-11). Failure to correct deficiencies of said issues and the inability to rectify the issues will or may lead to the disestablishment of the unit.

FOR THE SCHOOL:

DATE SIGNED: 3/27/23

Ethan Gray - Principal
 TYPED NAME AND TITLE

[Signature]
 SIGNATURE

FOR THE CALIFORNIA CADET CORPS:

DATE SIGNED: 3/27/23

Ethan GRAY - Principal
 TYPED NAME AND TITLE

[Signature]
 SIGNATURE



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The following details are part of the Cooperative Agreement

**Agreement regarding facilities to be provided for use of the CACC,
 without expense to the CACC or Military Department**

The authorities of the above-named institution agree that the facilities specified below shall be furnished for the use of the CACC program, without expense to the CACC or Military Department. Phrases such as: "as needed," "as required," "TBD," etc. will not be used in describing the following:

1. OFFICES

2. STORAGE ROOMS

NO. OF ROOMS	SIZE	BLDG. IN WHICH LOCATED	EXCLUSIVE OR JOINT	NO. OF ROOMS	EXCLUSIVE OR JOINT USE

NOTE: Storage rooms, particularly for clothing and small articles of equipment, must be adequately lighted and ventilated and provided with securable shelving or cabinets as per CR4-2

3. CLASSROOMS

NO. OF ROOMS AND BLDG	SEATING CAPACITY	EXCLUSIVE OR JOINT USE/ NOTES
2 rooms	25 seats	Regular classrooms during day and used after school for Cadets

NOTE: Classrooms must be adequately lighted and ventilated and be provided with standard equipment. If joint use is specified. Rooms must be available for CACC classes when scheduled.

4. OUTDOOR DRILL AREA

SIZE (L x W)	Will be available to the program as follows:
	Yes a large field area available for use for drills - Multiple baseball fields at school site available

ADDITIONAL NOTES AND CONDITIONS OF FACILITIES

for drills.



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OTHER TERMS, CONDITIONS, OR AMMENDMANTS SET BY BOTH PARTIES AT THE
INITIAL AGREEMENT ON THE _____ DAY OF _____, 20__

PLEASE TYPE OR PRINT LEGIBLY IN BLUE INK

Signed for the school and date

Signed for the California Cadet Corps and Date

10.11



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of Notice of Award to Ardalan Construction Company, Inc. for the Rio Lindo Classroom HVAC and Electrical Upgrade, Project #23-02L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,374,000.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve the Notice of Award to Ardalan Construction Company, Inc. for the Rio Lindo Classroom HVAC and Electrical Upgrade, Project #23-02L

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District received bids for Project #23-02L for the Rio Lindo HVAC and Electrical Upgrade. The following companies submitted bids in the order listed.

CONTRACTOR	BASE BID
Ardalan Construction	\$1,374,000.00
EJS Construction	\$1,485,000.00
Bon Air	\$1,512,000.00
G2K Construction	\$1,548,888.00
Waisman Construction	\$1,888,000.00
AP Construction	\$1,900,000.00

Lowest bidder is Ardalan Construction, and therefore, Ardalan Constructino should be awarded Project #23-02L.

[Ardalan Construction Co. Award.pdf \(972 KB\)](#)

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.



1800 Solar Dr. 3rd Floor, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

April 20, 2023

Via E-Mail
Mozi@ArdalanCC.com

Mozafar Ardalan (President)
Ardalan Construction Company, Inc.
8 E. Gainsborough Rd.
Thousand Oaks, Ca. 91360

Confirmation via U.S. Postal Service

SUBJECT: NOTICE OF AWARD: PROJECT #23-02L RIO LINDO CLASSROOM HVAC & ELECTRICAL UPGRADE
(RIO SCHOOL DISTRICT)

Dear Mr. Ardalan,

At its meeting on **April 19, 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.

Sincerely,

Wael Saleh, MBA, CPA
Assistant Superintendent
Of Business Services

Cc: K. Henderson, Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93036
Attn: Dr. John Puglisi, Superintendent

March 13, 2023

Subject: Request for Board Approval to Award Project at Rio Lindo Elementary School

Re: RSD Project #23-02L Rio Lindo Classroom HVAC & Electrical Upgrade, Oxnard, Ca.
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #23-02L Rio Lindo Classroom HVAC & Electrical Upgrade, Oxnard, Ca. The following company's submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 15, 2023.

<u>Contractor</u>	<u>Total Base Bid</u>
Ardalan Construction	\$1,374,000.00
EJS Construction	\$1,485,000.00
Bon Air	\$1,512,000.00
G2K Construction	\$1,548,888.00
Waisman Construction	\$1,888,000.00
AP Construction	\$1,900,000.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its April 19, 2023 board meeting, proceed with issuing a Notice of Award to **ARDALAN CONSTRUCTION, INC.**

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.

SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this **20th day of APRIL 2023**, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **ARDALAN CONSTRUCTION, INC.**, 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 Lindo Classroom HVAC & Electrical Infrastructure Project # 23-02L

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 **ONE MILLION THREE HUNDRED SEVENTY FOUR THOUSAND DOLLARS (\$1,374,000.00)**. 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:

Section	Description
00010	Notice to Contractors Calling for Bids
00100	Instructions for Bidders
00210	Bid Form (Submit with Bid)
00215	Designation of Subcontractors (Submit with Bid)
00218	Contractors Registration Certification (DIR) (Submit with Bid)
00219	SB 854 Language for Small Contracts
00220	Non-Collusion Affidavit (Submit with Bid)
00222	Certification of Prevailing Wage (Submit with Bid)
00230	Contractor's Statement of Experience (Submit with Bid)
00240	Acknowledgement of Bidding Practices Regarding Indemnity (Submit with Bid)
00250	DVBE Requirements and Forms
00300	Bid Bond (Submit with Bid)
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 School Calendars (2 Pages) for 2022/2023 and 2023/2024

CONTRACTOR NOTIFICATION REGARDING THIS PROJECT:

Contractor shall be responsible for any and all abatement work required to complete this project per the Project Plans & Specifications. Contractor shall take great care during demolition and construction to not disturb any hazardous substances identified in the reports provided. If any work is required where the hazardous substance needs to be disturbed, contractor shall procure the services of a California licensed abatement contractor to perform all Hazardous related material work related to demolition or new work where the HAZMAT Material is disturbed. The Rio School District has provided 3 hazardous Material Survey Reports for contractors use and reference as a part of this contract and for the completion of the work related to existing building materials with hazardous materials.

Please see the following reports:

Environmental Testing Associates Limited Asbestos Survey Dated February 7, 2023, Pages 1-46 for 2131 Snow Ave, Oxnard Ca (HVAC Closets & Exterior Stucco)

Environmental Testing Associates Limited Asbestos Survey Dated February 7, 2023, Pages 1-140 for 2131 Snow Ave, Oxnard Ca (Classrooms)

Environmental Testing Associates Limited Asbestos Survey Dated February 13, 2023, Pages 1-20 for 2131 Snow Ave, Oxnard Ca (Kindergarten, 29)

SCHEDULE OF DRAWINGS

1. G-001 TITLE SHEET

ARCHITECTURAL

2. A-100 SITE PLAN & SITE DETAILS

MECHANICAL

3. M-001 MECHANICAL NOTES
4. M-101 MECHANICAL SCHEDULES
5. M-201 BUILDING B MECHANICAL DEMOLITION FLOOR PLAN
6. M-202 BUILDING C MECHANICAL DEMOLITION FLOOR PLAN
7. M-203 BUILDING E MECHANICAL DEMOLITION FLOOR PLAN
8. M-301 BUILDING B MECHANICAL FLOOR PLAN
9. M-302 BUILDING C MECHANICAL FLOOR PLAN
10. M-303 BUILDING E MECHANICAL FLOOR PLAN
11. M-401 MECHANICAL DETAILS
12. M-501 MECHANICAL CONTROLS
13. EN-101 ENERGY NOTES
14. EN-102 ENERGY NOTES
15. EN-103 ENERGY NOTES
16. EN-104 ENERGY NOTES

ELECTRICAL

17. E-100 GENERAL NOTES, ABBREVIATIONS, AND SYMBOLS, ETC.
18. E-101 GENERAL ELECTRICAL SPECIFICATONS SHEET
19. E-200 SITE POWER PLAN
20. E-201 ELECTRICAL SINGLE LINE DIAGRAM
21. E-202 ENLARGED SITE POWER PLAN
22. E-203 HVAC DEMOLITION POWER PLAN
23. E-300 BUILDING B HVAC POWER PLAN
24. E-301 BUILDING C HVAC POWER PLAN
25. E-302 BUILDING E HVAC POWER PLAN
26. E-400 ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT
27. E-500 ELECTRICAL DETAILS

Division 1 – General Requirements

01 0001	General DSA Requirements
01 1000	Summary
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 3516	Alteration Project Procedures
01 4000	Quality Requirements
01 4200	References
01 5000	Temporary Facilities and Controls
01 5100	Construction Surveying
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

TECHNICAL SPECIFICATIONS

Division 2 – Existing Conditions

02 4119	Selective Demolition
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Division 3 – Concrete

03 0500	Miscellaneous Cast-In-Place Concrete
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Division 4 – 6

Not Used

Division 7 – Thermal & Moisture Protection

07 8413	Penetration Firestopping
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Division 8 – 21

Not Used

Division 22 – Plumbing

22 0500	Common Work Results for Plumbing
22 0510	Plumbing Piping
22 0529	Hangers and Supports for Plumbing Piping and Equipment
22 0700	Plumbing Insulation
22 4000	Plumbing Fixtures and Equipment

Division 23 – Mechanical

23 0500	Common Work Results for Mechanical
23 0529	Hangers and Support for HVAC Equipment
23 0593	Testing, Adjusting, and Balancing for HVAC
23 0700	HVAC Insulation
23 1500	Vibration Isolation
23 2300	Refrigerant Piping
23 3000	Split System Heat Pumps
23 3113	Metal Ducts
23 3300	Air Duct Accessories
23 3713	Diffusers, Registers, and Grilles

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 0073	Hangers and Supports for Electrical Systems
26 0111	Conduits
26 0118	Duct Bank
26 0120	Conductors
26 0130	Electrical Boxes
26 0142	Nameplates and Warning Signs
26 0170	Disconnects
26 0190	Support Devices

Division 27 – 31

Not Used

Division 32 – Exterior Improvements

32 3113	Chain Link Fences and Gates
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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 **(B) General Building 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

ARDALAN CONSTRUCTION, INC.

1800 Solar, 3rd Floor

8 E. GAINSBOROUGH RD.

Oxnard, Ca 93036

THOUSAND OAKS, CA. 91360

By: _____

By: _____

Wael Saleh
Assistant Superintendent
of Business Services

Name: Mozafar Ardalan
Title: President

(CORPORATE SEAL)

END OF SECTION

10.12



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Change Order #3 from EJS Construction, Inc. for changes in the scope of work at Rio Real for the HVAC and Electrical, Project 22-02L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	24,420.24
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #3 from EJS Construction, Inc. for changes in the scope of work at Rio Real for the HVAC and Electrical, Project 22-02L

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for two added items.

1. Install seismic cabling Per DSA and CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Real Admin. Bldg.)
\$23,903.62
2. Supply and install duct smoke detector per RFI#19.
\$516.62

Total: 24,420.24

[EJS Change Order #3 \(Real\).pdf \(521 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

March 30, 2023

Attn: Dr. Puglisi

Subject: Rio Real Elementary School

Re: Project 22-02L Rio Real HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #3 to EJS Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #3 to EJS Construction, Inc. for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) EJS CO#11: Install Seismic Cabling Per DSA & CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Real Admin Building)
Cost of \$23,903.62
- 2) EJS CO#12: Supply & Install Duct Smoke Detector per RFI#19
Cost of \$516.62

Total CO #3	\$ 24,420.24
Previous Approved CO's	\$ 77,532.19
Original Contract	\$ 1,503,000.00
Revised Contract	\$ 1,604,952.43

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

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

**CO 3
3-30-2023**

PROJECT NO: RSD 22-02L

CO NO: 3

PROJECT NAME: Rio Real HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,503,000.00
Previous Approved Change Orders	\$ 77,532.19
This Change Order	\$ 24,420.24
Adjusted Contract Amount	\$ 1,604,952.43

TIME:

Original Contract Completion Date	September 2022
Previously Approved Completion Extension Days	120
Completion Days Extension this Change Order	30
Adjusted Contract Completion Date	March 2023

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

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

RIO SCHOOL DISTRICT

Contractor: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM: Balfour Beatty Construction

By _____

By  _____

Date _____

Date 3/30/23 _____

PCO to Contract
Rio Bid RSD #22-02L

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

CO #
 3/30/202

Original Contract

\$ 1,503,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
11	EJS	Install Seismic Cabiling Per DSA & CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Real Admin Building)	DSA Required the District to Install Roof Top Seismic Hold Down Cables & Anchors on the Relocated Roof Top Refrigerant Line Support/Rack System on the admin bldg. The Refrigerant Lines had to be relocated during construction to the roof top due to no room to install the refrigerant piping with in the attic space at the interior of the building.	\$23,903.62
12	EJS	Supply & Install Smoke Duct Detector per RFI#19	It was noted while review the Project Plans and the Fire Alarm System for the new HVAC for the MPR that a Duct Smoke Detector was required for HVAC Units over 2000 CFM. DSA Required a Duct Smike Detector to be Installed and tied into the Schools Fire Alarm System.	\$516.62

Total CO #3	\$24,420.24
Previous Approved CO (#1 & #2)	\$77,532.19
Original Contract	\$ 1,503,000.00
Revised Contract	\$ 1,604,952.43

10.13



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of Change Order #4 from EJS Construction, Inc. for changes in the scope of work at Rio Plaza for the HVAC and Electrical, Project 22-01L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	23,903.62
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board Approve Change Order #3 from EJS Construction, Inc. for changes in the scope of work at Rio Plaza for the HVAC and Electrical, Project 22-01L

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order is for an additional item:

- 1. Install seismic cabling Per DSA and CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Plaza Admin. Bldg.)
\$23,903.62

Total: 23,903.62

[EJS Change Order 4 for 22-01L.pdf \(735 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

March 30, 2023

Attn: Dr. Puglisi

Subject: Rio Plaza Elementary School

Re: Project 22-01L Rio Plaza HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #4 to EJS Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #4 to EJS Construction, Inc. for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) EJS CO#13: Install Seismic Cabling Per DSA & CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Plaza Admin Building)
Cost of \$23,903.62

Total CO #4	\$ 23,903.62
Previous Approved CO's 1,2 & 3	\$ 78,287.40
Original Contract	\$ 2,200,000.00
Revised Contract	\$ 2,302,191.02

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

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

**CO 4
03-30-2023**

PROJECT NO: RSD 22-01L

CO NO: 4

PROJECT NAME: Rio Plaza HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 2,200,000.00
Previous Approved Change Orders	\$ 78,287.40
This Change Order	\$ 23,903.62
Adjusted Contract Amount	\$ 2,302,191.02

TIME:

Original Contract Completion Date	September 2022
Previously Approved Completion Extension Days	160
Completion Days Extension this Change Order	30
Adjusted Contract Completion Date	March 2023

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

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

RIO SCHOOL DISTRICT

Contractor: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By  _____

Date _____

Date 3/30/23 _____

PCO to Contract
Rio Bid RSD #22-01L

Rio School District
 Project No RSD 22-01L
 Rio Plaza HVAC & ELECT.

CO #
 3/30/2021

Original Contract

\$ 2,200,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
13	EJS	Install Seismic Cabling Per DSA & CCD#002 on Roof Top Refrigerant Line Support/Rack Structure (Rio Plaza Admin Building)	DSA Required the District to Install Roof Top Seismic Hold Down Cables & Anchors on the Relocated Roof Top Refrigerant Line Support/Rack System on the admin bldg. The Refrigerant Lines had to be relocated during construction to the roof top due to no room to install the refrigerant piping with in the attic space at the interior of the building.	\$23,903.62

Total CO #4	\$23,903.62
Previous Approved CO's (#1,#2)	\$ 78,287.40
Original Contract	\$ 2,200,000.00
Revised Contract	<u>\$ 2,302,191.02</u>

10.14



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Lindo for the HVAC and Electrical Infrastructure.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	15,915.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Lindo for the HVAC and Electrical Infrastructure.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This proposal from NV5 for **RSD Project #23-02L is to provide a 3rd Party Special Inspections & Testing Laboratory Firm to provide DSA Required Lab & Special Inspections and Testing Services for the Installation of the new HVAC and Electrical Upgrades at Rio Lindo in 15 Classrooms.** The Division of State Architect or DSA requires a DSA Certified 3rd Party Laboratory to provide special inspections and testing as required by DSA on this project to comply with State Mandated Construction Requirements and Building Codes per the State of California for any work of this type being performed on a School site. We request approval of this proposal so we may comply with state standards and requirements set for by DSA.

[Lindo Proposal from NV5.pdf \(444 KB\)](#)

Administrative Content

Executive Content

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(23-02L)



March 23, 2023

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93036

Proposal No: 2023.06.0045
DSA No.: 03-122068
File No.: 56-24

ATTENTION: Keith Henderson

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Rio Lindo E.S. - Classroom HVAC & Electrical Infrastructure, 2131 Snow Ave., Oxnard, CA 93036**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils :			
Sr. Soil Technician - electrical trench backfill	\$ 122 hr	12	\$ 1,464.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Nuclear Gauge	\$ 40 dy	3	\$ 120.00
Field Vehicle	\$ 65 dy	3	\$ 195.00
Concrete:			
Concrete Batch Plant Inspection	\$ 122 hr	16	\$ 1,952.00
Concrete Technician - (cast cylinders)	\$ 122 hr	16	\$ 1,952.00
Concrete compression tests (5 cyls. per set)	\$ 28 ea	20	\$ 560.00
Concrete cylinder pickup/stripping/curing	\$ 16 ea	20	\$ 320.00
Reinforcing Steel Bend tests	\$ 72 ea	1	\$ 72.00
Reinforcing Steel Tensile tests (up to and including #8)	\$ 72 ea	1	\$ 72.00
Reinforcing Steel sampling (4 hr. min.)	\$ 122 hr	4	\$ 488.00
Epoxy Inspection + load test	\$ 122 hr	12	\$ 1,464.00
Equipment - calibrated ram	\$ 106 dy	1	\$ 106.00
Anchor Installation + testing	\$ 122 hr	12	\$ 1,464.00
Equipment - torque wrench	\$ 30 dy	12	\$ 360.00
Structural Steel:			
Shop Welding Inspection + Material ID - <i>if required</i>	\$ 100 hr	12	\$ 1,200.00
Field Welding Inspection - <i>if required</i>	\$ 122 hr	8	\$ 976.00
Miscellaneous:			
Trip Charge	\$ 35 ea	20	\$ 700.00
Sr. Engineer	\$ 190 hr	8	\$ 1,520.00
DSA 291	\$ 395 ea	1	\$ 395.00
TOTAL:			\$ 15,915.00

KA
BOC
3/29/23
23-02L

Keith Henderson

Measurement

Assumptions:

- 1 Fee estimate is provided from information provided by Owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2023 Schedule of Fees and prevailing wage rates.


NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Reviewed By,



Carol Harrison
Client Service Manager



Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
 2023 Fee Schedule

10.15



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Rio Del Valle for the New Switchgear.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	8,812.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Proposal from N/V/5 for Materials Testing and Inspection Services at Rio Del Valle for the New Switchgear.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This proposal from NV5 for **RSD Project #23-01L is to provide a 3rd Party Special Inspections & Testing Laboratory Firm to provide DSA Required Lab & Special Inspections and Testing Services for the Installation of the new Switchgear and Electrical Upgrades at Rio Del Valle.** The Division of State Architect or DSA requires a DSA Certified 3rd Party Laboratory to provide special inspections and testing as required by DSA on this project to comply with State Mandated Construction Requirements and Building Codes per the State of California for any work of this type being performed on a School site. We request approval of this proposal so we may comply with state standards and requirements set for by DSA.

[NV5_Proposal for Materials Testing and Inspection Srvs. at RDV .pdf \(411 KB\)](#)

Administrative Content

Executive Content

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(23-014)

NV5

March 23, 2023

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93036

Proposal No: 2023.06.0046
DSA No.: 03-122587
File No.: 56-26

ATTENTION: Keith Henderson

SUBJECT: **Proposal for Materials Testing and Inspection Services for the Rio Del Valle M.S.-
New Switchgear, 3100 N. Rose Ave., Oxnard, CA 93036**

NV5 is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	Rate	Units	Total
Soils :			
Sr. Soil Technician	\$ 122 hr	24	\$ 2,928.00
Max Density (base)	\$ 295 ea	1	\$ 295.00
Max Density (soil)	\$ 240 ea	1	\$ 240.00
Nuclear Gauge	\$ 40 dy	6	\$ 240.00
Field Vehicle	\$ 65 dy	6	\$ 390.00
Concrete:			
Concrete Batch Plant Inspection	\$ 122 hr	4	\$ 488.00
Concrete Technician - (cast cylinders)	\$ 122 hr	4	\$ 488.00
Concrete compression tests (5 cys. per set)	\$ 28 ea	5	\$ 140.00
Concrete cylinder pickup/stripping/curing	\$ 16 ea	5	\$ 80.00
Reinforcing Steel Bend tests	\$ 72 ea	1	\$ 72.00
Reinforcing Steel Tensile tests (up to and including #8)	\$ 72 ea	1	\$ 72.00
Reinforcing Steel sampling (4 hr. min.)	\$ 122 hr	4	\$ 488.00
Anchor Installation + testing	\$ 122 hr	8	\$ 976.00
Equipment - torque wrench	\$ 30 dy	1	\$ 30.00
Miscellaneous:			
Trip Charge	\$ 35 ea	10	\$ 350.00
Sr. Engineer	\$ 190 hr	6	\$ 1,140.00
DSA 291	\$ 395 ea	1	\$ 395.00
TOTAL:			\$ 8,812.00

Handwritten note in a cloud shape:
RAH
BEC
3/29/23
23-014

Assumptions:

- 1 Fee estimate is provided from information provided by Owner's representative.
- 2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2023 Schedule of Fees and prevailing wage rates.

Handwritten signature: W. G. ... 4.6.23


NV5 West, Inc. appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NV5 West, Inc.

Reviewed By,



Carol Harrison
Client Service Manager



Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
 2023 Fee Schedule

10.16



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Request for Approval of Project Proposal from Kenco for the DSA Inspection of Rio Lindo, Classroom HVAC and Electrical Upgrade
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	75,600.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Project Proposal from Kenco for the DSA Inspection of Rio Lindo, Classroom HVAC and Electrical Upgrade

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

This proposal from Kenco Construction Services Inc. for **RSD Project #23-02L is to provide a certified Inspector of Record or IOR for DSA Inspections Services for the Installation of the new HVAC and Electrical Upgrades at Rio Lindo in 15 Classrooms.** The Division of State Architect or DSA requires a DSA Certified Inspector to be present and observe all construction being performed on this project to comply with State Mandated Construction Requirements and Building Codes per the State of California for any work of this type being performed on a School site. We request approval of this proposal so we may comply with state standards and requirements set for by DSA..

[Kenco Total Project Estimate_ \\$75,600.00.pdf \(689 KB\)](#)

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.

(23-02L)



DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

Project Proposal for DSA Inspection.

Date: 03-15-23

Project Client: Rio School District
1800 Solar Dr. Oxnard, Ca.
Oxnard, Ca. 93030

Proposed Projects: Rio Lindo Elementary School – Classroom HVAC & Electrical Upgrades
2131 Snow Ave. Oxnard, Ca.

DSA App. Number: #03-122068 DSA File # 56-26

Scope of Work: One DSA Certified Inspector for the HVAC Upgrade and Electrical.
All associated work per the approved drawings is included.
Note: Laboratory, In-plant, or special inspections are not included in this proposal.

Project Rate: Estimated project start date June 1st, 2023
Estimated project completion date September 30th, 2023
\$105.00 per hour at (90 days @ 8 hrs. per day.) \$ 75,600.00

Total Project Estimate: \$ 75,600.00

NOTE:

Be advised that all inspections are subject to contractor performance.
Therefore, this estimated cost proposal is subject to increase or credit.
All "Over Time" must be approved by the District or the CM prior to OT inspections.
OT is at a rate of \$157.50 per hour after 40 hrs. per week, all holidays, and anything
over 8 hours a day.

RA
BBC
23-02L
3/15/23

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.

(23-02L)

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **June 1st, 2023**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Rio School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$105.00 per hour for one DSA Project Inspector, within 15 working days** of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 03-15-23

X _____

District Authorized Agent
Rio School District
Date:

Handwritten signature
KHC
23-02L
3/15/23

10.17



Agenda Item Details

Meeting	Apr 19, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Request for Approval of Project Proposal from Kenco for the DSA Inspection of Rio Del Valle, Switchgear and Electrical Upgrade
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	67,200.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Project Proposal from Kenco for the DSA Inspection of Rio Del Valle, Switchgear and Electrical Upgrade

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

This proposal from Kenco Construction Services Inc. for **RSD Project #23-01L is to provide a certified Inspector of Record or IOR for DSA Inspections Services for the Installation of the new Switchgear & Electrical Upgrade at Rio Del Valle.** The Division of State Architect or DSA requires a DSA Certified Inspector to be present and observe all construction being performed on this project to comply with State Mandated Construction Requirements and Building Codes per the State of California for any work of this type being performed on a School site. We request approval of this proposal so we may comply with state standards and requirements set for by DSA.

[Kenco Proposal, RDV.pdf \(692 KB\)](#)

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.

(23-01L)



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

Project Proposal for DSA Inspection.

Date: 03-15-23

Project Client: Rio School District
1800 Solar Dr. Oxnard, Ca.
Oxnard, Ca. 93030

Proposed Projects: Rio Del Valle ~~MIDDLE~~ School – Switchgear & Electrical Upgrades
3100 N. Rose Ave. Oxnard, Ca.

DSA App. Number: #03-122587 DSA File # 56-26

Scope of Work: One DSA Certified Inspector for the Switchgear and Electrical Upgrade.
All associated work per the approved drawings is included.
Note: Laboratory, In-plant, or special inspections are not included in this proposal.

Project Rate: Estimated project start date Depending on Transformer Delivery
Estimated project completion date **March, 2024**
\$105.00 per hour at (80 days @ 8 hrs. per day.) **\$ 67,200.00**

Total Project Estimate: \$ 67,200.00

NOTE:
Be advised that all inspections are subject to contractor performance.
Therefore, this estimated cost proposal is subject to increase or credit.
All "Over Time" must be approved by the District or the CM prior to OT inspections.
OT is at a rate of \$157.50 per hour after 40 hrs. per week, all holidays, and anything over 8 hours a day.

Handwritten note in a cloud:
KA
BBC
23-01L
3/15/23

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.

(23-011)

3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **March 1st, 2023**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
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X Kenneth Hinge

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 03-15-23

X _____

District Authorized Agent
Rio School District
Date:

Handwritten stamp:
K
BBC
23-011
3/15/23