



**SCHOOL**  

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**DISTRICT**

**EDUCATING LEARNERS FOR THE 21ST CENTURY**

**REGULAR  
BOARD MEETING**

**June 21, 2023**

**Rio School District**

**1800 Solar Drive**

**Oxnard, CA 93030**

**TELECONFERENCE LOCATION FOR TRUSTEE FELIX EISENHAUER:**

**Pursuant to Government Code Section 54953(B)**

**This meeting will also be conducted by teleconference at the following location:**

**1288 Shore Drive**

**Cascade, ID 83611**

**Members of the public wishing to address the Board directly from this location will be allowed to do so during the public comment portion of the meeting.**

**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, June 21, 2023  
RSD Regular Board Meeting**

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

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

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

**2. Approval of the Agenda**

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

**3. Public Comment-Closed Session**

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

**4. Closed Session**

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- 4.1 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023; 2023/2024 and Superintendent's Evaluation

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

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- 5.1 Report of Closed Session

**6. Recognitions/Presentations**

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- 6.1 Rio School District Years of Service and Retirement Awards

**7. Public Hearings**

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- 7.1 Public Hearing of Local Control Accountability Plan (LCAP)
- 7.2 Public Hearing for the 2023/2024 Budget Report

**8. Communications**

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## 8.1 Acknowledgement of Correspondence to the Board

## 8.2 Board Member Reports

## 8.3 Organizational Reports-RTA/CSEA/Other

## 8.4 Superintendent Report

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

## **9. Information**

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### 9.1 Business Services Report

### 9.2 Educational Services Report

### 9.3 Human Resources Update

## **10. Discussion/Action**

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10.1 Discussion/Action to Confirm Board Member Option for Remote Attendance at Board Meetings Only Under the Pre-Pandemic "Teleconferencing" Provisions of the Brown Act

10.2 Discussion/Action to Confirm Future Enforcement of Board Bylaw Regarding Public Speaking during Board Meetings

10.3 Approval of Declaration of Need for Fully Qualified Educators

10.4 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Career Technical Education 30 Day Substitute Teaching Permits

10.5 Approval of 2023-2024 Bell Schedules

10.6 Approval of the updated District Discipline Matrices and Transportation Protocols.

10.7 Resolution No. 22/23-22 Authorizing the Issuance of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions.

10.8 Approval of Agreement with Architect for Education (A4E) for Architectural/Engineering Services for Rio Real and Rio Plaza Elementary School Campus Improvements.

## **11. Consent**

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11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Regular Board Meeting of May 17, 2023

11.3 Approval of Executive Director, Educational Excellence and Innovation

11.4 Approval of the June Personnel Report

11.5 Approval of Legal Services Agreement for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes

11.6 Approval of Transitional Kindergarten Memorandum of Understanding with Rio Teachers Association

11.7 Ratification of the Commercial Warrant for the period May 5, 2023 through June 8, 2023

11.8 Approval of the Certification of Signatures fiscal year 2023/2024

- 11.9 Approval of Contract renewal with FoodCorps service for the 2023/2024 school year.
- 11.10 Approval of Notice of Award for the Grocery Bid, Bid No. 23-CNS-003, to Sysco for the 23/24 school year.
- 11.11 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2023/2024 fiscal year.
- 11.12 Blanket Resolution No. 22/23-23 Regarding Appropriation Transfers for 2023/2024 fiscal year
- 11.13 Approval of Resolution 22/23-24 Regarding Temporary Loans Between District Funds for Fiscal Year 2023-2024
- 11.14 Approval of Resolution No. 22/23-25 to Improve Compensation for Unrepresented Staff After July 1, 2023
- 11.15 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2023/2024
- 11.16 Approval of the Education Protection Account Spending (EPA) Plan for 2023/2024
- 11.17 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2023/2024.
- 11.18 Approval of Contract with SAGE Realty Group for July 1, 2023 - June 30, 2024 for Consulting Services
- 11.19 Approval of MOU for Data Sharing between VCOE and Rio School District for the 23/24 school year.
- 11.20 Approval of Resolution No. 22/23-26 for the issuance of a Notice of Completion with EJS Construction, Project 22-01L Rio Plaza HVAC and Electrical.
- 11.21 Approval of Boys and Girls Club of Greater Oxnard and Port Hueneme Contract for 2023-2024
- 11.22 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle
- 11.23 Contract with YMCA to provide summer program staffing
- 11.24 Memorandum of Understanding for Migrant Education Program with Ventura County Office of Education
- 11.25 Approval of Multi-Year AVID Agreement
- 11.26 Approval of Renewal Contract with MIND Education for the 2023-2024 school year
- 11.27 Contract with ATX Learning Group
- 11.28 Contract with 360 Degree Customer Inc.
- 11.29 Contract with Maxim Healthcare Staffing Services
- 11.30 Contract with Pioneer Healthcare Services
- 11.31 Ratification of renewing the District phone system (VOIP) contract with Windstream
- 11.32 Contract with AMN Healthcare
- 11.33 Renewal of the Securly Content filter and Classroom management system contract with Trebron
- 11.34 Contract with Therapy Travelers LLC and 3Chords Inc.
- 11.35 Contract with APA Speech Therapy Inc.
- 11.36 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.
- 11.37 Approval of Learning A-Z Contract Renewal for 2023-2024
- 11.38 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services

## **12. Organizational Business**

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12.1 Future Items for Discussion

12.2 Future Meeting Dates: June 28, 2023

## **13. Adjournment**

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13.1 Adjournment

**4.1**





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will update and discuss with the Governing Board.

**Administrative Content**

**Executive Content**





4.2





**Agenda Item Details**

Meeting Jun 21, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023; 2023/2024 and Superintendent's Evaluation

Access Public

Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D.,

Rationale:

Closed session discussion.

**Administrative Content**

**Executive Content**



7.1





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.1 Public Hearing of Local Control Accountability Plan (LCAP)
Access	Public
Type	Discussion

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Rio School District has engaged community members, pupils, local bargaining units, and other stakeholders through a variety of venues during this process.

In order to assure that all district stakeholders have an opportunity to provide input and/or make comments related to the district plan, the governing board shall hold at least one public hearing to solicit recommendation and comments from the public regarding specific actions and expenditures prior to adopting the LCAP.

[LCAP public hearing notice English 2023.pdf \(7 KB\)](#)

[Public Hearing LCAP Notice \(3\) SPANISH 2023.pdf \(8 KB\)](#)

**Administrative Content**

**Executive Content**





**PLEASE POST on Friday, June 2, 2023**

RIO SCHOOL DISTRICT  
1800 Solar Drive, 3<sup>rd</sup> floor  
OXNARD, CALIFORNIA

**NOTICE OF  
PUBLIC HEARING**

**Local Control Accountability Plan (LCAP)**

**June 21, 2023**

**6:00 p.m.**

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

The public hearing will be held during a Governing Board meeting of the Rio School District to be held on Wednesday, June 21, 2023, at 6:00 p.m. at the Rio School District Boardroom, 1800 Solar Drive, 3<sup>rd</sup> floor Oxnard.

**PLEASE POST on Friday, June 2, 2023**



**FAVOR DE PUBLICAR el Viernes, 2 de Junio, 2023**

DISTRITO ESCOLAR RIO  
1800 Solar Drive, 3er piso  
OXNARD, CALIFORNIA

**AVISO DE  
AUDIENCIA PÚBLICA**

**Plan de Responsabilidad de Control Local (LCAP)**

**21 de Junio, 2023  
6:00 p.m.**

Participación significativa de los padres, alumnos y otros interesados, incluidos los que representan a los subgrupos identificados en el Código de Educación sección 52052, es fundamental para LCAP y el proceso de presupuesto. Secciones del Código de Educación 52062 y 52063 especifican los requisitos mínimos para los distritos escolares; Secciones del Código de Educación 52068 y 52069 especifican los requisitos mínimos para las oficinas de educación del condado, y la sección del Código de Educación 47606.5 especifica los requisitos mínimos para las escuelas charter. Además, el Código de Educación 48985 especifica los requisitos para la traducción de documentos.

La audiencia pública se llevará a cabo durante una reunión especial de la Junta de la Mesa Directiva del Distrito Escolar Río que se llevara a cabo el Miercoles, 21 de junio, 2023, 3er piso, a las 6:00 pm en la Sala de Juntas del Distrito Escolar de Río, 1800 Solar Drive, Oxnard.

**FAVOR DE PUBLICAR el Viernes, 2 de Junio, 2023**



7.2





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.2 Public Hearing for the 2023/2024 Budget Report
Access	Public
Type	Discussion

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Budget Report for 2023/2024 is available for the public to view at the District Office June 9, 2023 to the present. The Public Hearing Notice is attached.

[NOTICE OF PUBLIC HEARING of BUDGET June 21, 2023 \(1\).pdf \(440 KB\)](#)

[20230522\\_VENTURA COUNTY OFFICE OF EDUCATION SCHOOL BUSINESS AND \\_001.pdf \(198 KB\)](#)

[2023.24 ADOPTED BUDGET.pdf \(10,295 KB\)](#)

[Budget Summary for Board Packet \(1\).pdf \(840 KB\)](#)

**Administrative Content**

**Executive Content**







PLEASE POST ON FRIDAY, JUNE 9, 2023

**RIO SCHOOL DISTRICT**  
**NOTICE OF PUBLIC HEARING**  
**2023/24 BUDGET**

**June 21, 2023 5:00 p.m.**

The Governing Board of the Rio School District will hold a Public Hearing to take testimony from the public on the District's budget for the 2023/24 Fiscal Year.

Copies of the 2023/24 Budget report for the Fiscal Year 2023/24 are available at the Rio School District Office located at 1800 Solar Drive, 3<sup>rd</sup> Floor, Oxnard, CA 93030 from June 9, 2023 to June 21, 2023. Office hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. (excluding holidays).

The public hearing will be held during the Governing Board meeting of the Rio School District to be held on Wednesday, June 21, 2023 at 5:00 p.m.



VENTURA COUNTY OFFICE OF EDUCATION  
SCHOOL BUSINESS AND ADVISORY SERVICES  
5189 Verdugo Way  
Camarillo, CA 93012

Notice of Public Hearing  
for the 2023-2024 School District Budget

PROPOSED BUDGET OF RIO SCHOOL DISTRICT  
OF VENTURA COUNTY FOR THE YEAR ENDING JUNE 30, 2024.

The public hearing on the proposed budget for RIO School  
District will be held at 1800 Solar Drive, 3rd Fl., Oxnard, CA 93030 on  
June 21, 2023 at 5:00 o'clock P.M.

The public is cordially invited to attend this meeting.

The proposed budget will be on file for public inspection from June 9, 2023 to June 21, 2023,  
2023 at 1800 Solar Dr. 3rd Fl., Oxnard, CA 93030 during the normal  
workday.

Dr. César Morales  
County Superintendent of Schools

(DO NOT PUBLISH THIS SECTION)

You are requested to publish the above Notice of Public Budget Hearing of the  
RIO School District in the following newspaper: Ventura County STAR

Date: May 9, 2023

Signed: [Signature]  
(Clerk of the Board or Agent)

WACE SATCH  
(type or print name)



**RIO SCHOOL DISTRICT**  
**GENERAL FUND SUMMARY (FUND 01)**  
**REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE**  
**2023-24 Proposed Budget**

	Unrestricted	Special Education	Categorical Programs	Total
<b>A) REVENUES</b>				
LCFF- Base Grant	\$52,751,115	\$0	\$0	\$52,751,115
LCFF- Supplemental/Concentration Grant	\$11,891,240	0	0	11,891,240
Federal Revenues	0	1,221,871	3,112,135	4,334,006
Other State Revenues	1,870,864	790,234	7,263,101	9,924,199
Local Revenues	625,000	4,145,530	75,000	4,845,530
<b>TOTAL REVENUES</b>	<b>\$67,138,219</b>	<b>\$6,157,635</b>	<b>\$10,450,236</b>	<b>\$83,746,090</b>
<b>B) EXPENDITURES</b>				
Certificated Salaries	\$24,101,776	\$3,924,905	\$2,680,312	\$30,706,993
Classified Salaries	\$7,588,320	3,258,125	\$2,193,839	13,040,284
Employee Benefits	\$14,805,451	3,204,634	\$2,259,025	20,269,110
Books and Supplies	\$2,378,608	114,484	\$2,272,221	4,765,313
Services and Operating Expenses	\$5,699,737	2,984,450	\$3,404,092	12,088,279
Capital Outlay	\$74,915	0	\$305,000	379,915
Other Outgo	\$1,933,349	0	\$0	1,933,349
Direct Support/Indirect Costs	(\$677,187)	43,383	\$484,095	(149,709)
<b>TOTAL EXPENDITURES</b>	<b>\$55,904,969</b>	<b>\$13,529,981</b>	<b>\$13,598,584</b>	<b>\$83,033,534</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				
<b>C) BEFORE OTHER FINANCING SOURCES AND USES</b>	<b>\$11,233,250</b>	<b>(\$7,372,346)</b>	<b>(\$3,148,348)</b>	<b>\$712,556</b>
<b>D) OTHER FINANCING SOURCES/USES</b>				
Interfund Transfer In	0	\$0	\$0	\$0
Interfund Transfer Out	0	0	0	0
Other Sources	111,382	0	0	111,382
Contributions/Flexibility Transfers	(10,056,321)	7,376,144	2,680,177	0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>(\$9,944,939)</b>	<b>\$7,376,144</b>	<b>\$2,680,177</b>	<b>\$111,382</b>
<b>E) NET INCREASE (DECREASE)</b>				
<b>IN FUND BALANCE</b>	<b>\$1,288,311</b>	<b>\$3,798</b>	<b>(\$468,171)</b>	<b>\$823,938</b>
<b>F) BEGINNING FUND BALANCE</b>	<b>\$3,709,354</b>	<b>\$590,212</b>	<b>\$7,997,808</b>	<b>\$12,297,374</b>
<b>G) ENDING FUND BALANCE</b>	<b>\$4,997,665</b>	<b>\$594,010</b>	<b>\$7,529,637</b>	<b>\$13,121,312</b>
<b>H) COMPONENTS OF ENDING FUND BALANCE</b>				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	594,010	7,529,637	8,123,647
Assigned for Beginning Balance Reinstatement	200,000	0	0	200,000
<b>Total Designations</b>	<b>\$230,000</b>	<b>\$594,010</b>	<b>\$7,529,637</b>	<b>\$8,353,647</b>
b) Reserve:				
State Mandated Reserve (3%)	2,491,006	\$0	\$0	\$2,491,006
Unassigned Reserve	2,276,659	0	0	2,276,659
<b>Total Reserve (\$)</b>	<b>\$4,767,665</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,767,665</b>
<b>Total Reserve (%)</b>	<b>5.74%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>5.74%</b>
<b>ENDING FUND BALANCE (a + b)</b>	<b>\$4,997,665</b>	<b>\$594,010</b>	<b>\$7,529,637</b>	<b>\$13,121,312</b>

**Rio School District  
2023-24 Proposed Budget  
Multi-Year Projection Assumptions**

<b>Assumption</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>
<b>Revenues:</b>			
Projected Enrollment	5099	5008	4958
Projected Attendance Rate	92.5%	93%	93%
Projected Average Daily Attendance (ADA)	4742	4657	4611
Funded ADA Using 3 years Average	4949	4831	4751
Unduplicated Percentage based on 3 years Average	68.92%	67.76%	65.71%
Cost of Living Adjustment	8.20%	3.94%	3.29%
Additional Augmentation	0.00%	0.00%	0.00%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	\$ 5,006,424	\$ -	\$ -
Restricted Lottery Revenues Per ADA	\$ 67	\$ 67	\$ 67
Unrestricted Lottery Per ADA	\$ 170	\$ 170	\$ 170
<b>Expenditures:</b>			
Step and Column Adjustments	Included	1.50%	1.50%
Salary Increases/Settlements	0.00%	0.00%	0.00%
Certificated Changes	Actual Count	18	None
Classified Staffing Changes	Actual Count	None	None
Administrator Staffing Changes	Actual Count	None	None
STRS	19.10%	19.10%	19.10%
PERS	26.68%	27.70%	28.30%
Cost of Health Increase	Actual Cost	8%	8%
One Time Funds in Expenditures	\$ 4,335,978	1,287,790	-
Utilities Changes	Included	10%	10%

**Rio School District  
Multi-Year Projections  
2023-24 Proposed Budget**

	2023-24 Proposed Budget	2024-25	2025-26
<b>Description</b>			
<b>Funded Average Daily Attendance</b>	4,949	4,831	4,751
<b>A Revenues and Other Financing Sources:</b>			
1 LCFF: Base Grant	\$52,751,115	\$53,544,019	\$54,414,052
LCFF: Supp/Concent	11,891,240	11,546,625	10,797,099
2 Federal Revenues	4,334,006	2,647,371	2,647,371
3 Other State Revenues	9,924,199	10,315,212	10,654,583
4 Other Local Revenues	4,845,530	4,845,530	4,845,530
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	111,382	113,610	115,882
7 Total Revenues and Other Financing Sources	83,857,472	83,012,367	83,474,517
<b>B Expenditures and Other Financing uses:</b>			
1 Certificated Salaries			
a. Base Salaries	30,706,993	30,706,993	29,333,921
b. Projected Step and Column Adjustment	0	433,506	440,009
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(1,806,578)	-
e. Total Certificated Salaries	30,706,993	29,333,921	29,773,930
2 Classified Salaries			
a. Base Salaries	13,040,284	13,040,284	12,887,442
b. Projected Step and Column Adjustment	-	190,455	193,312
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(343,297)	-
e. Total Classified Salaries	13,040,284	12,887,442	13,080,753
3 Employee Benefits:			
a. STRS	5,472,445	5,602,779	5,686,819
b. PERS	3,638,461	3,569,821	3,701,853
c. FICA and Medicare	1,486,472	1,411,231	1,432,400
d. Health and Welfare	7,138,291	7,186,687	7,761,622
e. Unemployment	21,434	66,362	36,737
f. Worker Comp	870,840	835,983	848,523
g. Retiree Benefits	1,641,167	1,634,573	1,659,092
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	-	(1,009,358)	(1,009,358)
j. Total Benefits	20,269,110	19,298,079	20,117,688
4 Books and Supplies	4,765,313	8,177,634	8,750,925
5 Services and Other Operating Expenditures	12,088,279	12,000,716	12,187,765
6 Capital Outlay	379,915	89,915	89,915
7 Other outgo	1,933,349	1,933,349	1,933,349
8 Indirect costs	(149,709)	(149,709)	(149,709)
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(333,000)	(333,000)
11 Other Adjustments	-	8,123,647	-
12 Total Expenditures and Financing Uses	83,033,534	91,361,994	85,451,616
<b>C Net Increase (Decrease) in Fund Balance</b>	<b>\$823,938</b>	<b>(\$8,349,626)</b>	<b>(\$1,977,099)</b>
<b>D Fund Balance</b>			
1 Net Beginning Balance	12,297,374	13,121,312	4,771,685
Total Components of Ending Fund Balance	\$13,121,312	\$4,771,685	\$2,794,586
<b>E Available Reserves- Unrestricted Only</b>			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	8,123,647	(0)	0
Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
Designated for Economic Uncertainties	2,491,006	2,740,860	2,563,548
Undesignated/ Unappropriated Amount	2,276,659	1,800,826	1,036
Total Available Reserve - by Amount	\$13,121,312	4,771,685	2,794,585
Total Available Reserve - by Percent	5.74%	4.97%	3.00%



	Description	2023-24 Proposed Budget	2024-25	2025-26
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
	1 LCFF: Base	52,751,115	\$53,544,019	\$54,414,052
	LCFF: Supp/Conc	11,891,240	11,546,625	10,797,099
	2 Federal Revenues	-	-	-
	3 Other State Revenues	1,870,864	1,944,576	2,008,553
	4 Other Local Revenues	625,000	625,000	625,000
	5 Other Financing Sources	(10,056,321)	(10,656,321)	(11,256,321)
	6 Transfer In	111,382	113,610	115,882
	7 Total Revenues and Other Financing Sources	57,193,280	\$ 57,117,509	56,704,264
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
	1 Certificated Salaries			
	a. Base Salaries	24,101,776	24,101,776	24,463,303
	b. Projected Step and Column Adjustment	-	361,527	366,950
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Certificated Salaries	24,101,776	24,463,303	24,830,252
	2 Classified Salaries			
	a. Base Salaries	7,588,320	7,588,320	7,702,145
	b. Projected Step and Column Adjustment	-	113,825	115,532
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	7,588,320	7,702,145	7,817,677
	3 Employee Benefits:			
	a. STRS	4,337,996	4,672,491	4,742,576
	b. PERS	2,010,801	2,133,494	2,212,403
	c. FICA and Medicare	939,330	943,932	958,091
	d. Health and Welfare	5,489,947	5,929,143	6,403,474
	e. Unemployment	15,498	16,083	16,324
	f. Worker Comp	628,164	636,876	646,429
	g. Retiree Benefits	1,383,715	1,404,471	1,425,538
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	-	-	-
	j. Total Benefits	14,805,451	15,736,489	16,404,835
	4 Books and Supplies	2,378,608	2,378,608	2,378,608
	5 Services and Other Operating Expenditures	5,699,737	5,869,781	6,056,830
	6 Capital Outlay	74,915	74,915	74,915
	7 Other outgo	1,933,349	1,933,349	1,933,349
	8 Indirect costs	(677,187)	(482,101)	(482,101)
	9 Other Financing Uses	-	-	-
	<b>10 Proposed Budget Cuts</b>		<b>(333,000)</b>	<b>(333,000)</b>
	11 Other Adjustments (Elimination of One time Expense)			-
	11 Total Expenditures and Financing Uses	55,904,969	57,343,488	58,681,365
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>1,288,311</b>	<b>(225,979)</b>	<b>(1,977,100)</b>
<b>D</b>	<b>Fund Balance</b>			
	1 Net Beginning Balance	3,709,354	4,997,665	4,771,686
	Adjustment to Beginning Balance		-	-
	<b>e. Total Components of Ending Fund Balance</b>	<b>4,997,665</b>	<b>4,771,686</b>	<b>2,794,585</b>
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
	Revólving Cash/Stores	30,000	30,000	30,000
	Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
	Designated for Economic Uncertainties	2,491,006	2,740,860	2,563,548
	Undesignated/ Unappropriated Amount	2,276,659	1,800,826	1,036
	<b>Total Available</b>	<b>4,997,665</b>	<b>4,771,686</b>	<b>2,794,585</b>



		2023-24 Proposed Budget	2024-25	2025-26
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	4,334,006	2,647,371	2,647,371
3	Other State Revenues	8,053,335	8,370,636	8,646,030
4	Other Local Revenues	4,220,530	4,220,530	4,220,530
5	Other Financing Sources	10,056,321	10,656,321	11,256,321
6	<b>Total Revenues and Other Financing Sources</b>	<b>\$26,664,192</b>	<b>25,894,858</b>	<b>26,770,252</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
1	Certificated Salaries			
a.	Base Salaries	\$6,605,217	6,605,217	4,870,619
b.	Projected Step and Column Adjustment	-	71,980	73,059
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(1,806,578)	-
	ESSER III Plan For Certificated			
e.	Total Certificated Salaries	6,605,217	4,870,619	4,943,678
2	Classified Salaries			
a.	Base Salaries	5,451,964	5,451,964	5,185,297
b.	Projected Step and Column Adjustment	-	76,630	77,779
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(343,297)	-
e.	Total Classified Salaries	5,451,964	5,185,297	5,263,076
3	Employee Benefits:			
a.	STRS	1,134,449	930,288	944,242
b.	PERS	1,627,660	1,436,327	1,489,451
c.	FICA and Medicare	547,142	467,299	474,309
d.	Health and Welfare	1,648,344	1,257,544	1,358,148
e.	Unemployment	5,936	50,280	20,414
f.	Worker Comp	242,676	199,107	202,094
g.	Retiree Benefits	257,452	230,103	233,554
h.	PERS Reduction	-	-	-
i.	Other Benefits/Adjustments	-	(1,009,358)	(1,009,358)
j.	Total Benefits	5,463,659	3,561,590	3,712,853
4	Books and Supplies	2,386,705	5,799,026	6,372,317
5	Services and Other Operating Expenditures	6,388,542	6,130,935	6,130,935
6	Capital Outlay	305,000	15,000	15,000
7	Other outgo	-	-	-
8	Indirect costs	527,478	332,392	332,392
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	8,123,647	-
11	<b>Total Expenditures and Financing Uses</b>	<b>27,128,565</b>	<b>34,018,506</b>	<b>26,770,251</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>(464,373)</b>	<b>(8,123,647)</b>	<b>1</b>
<b>D</b>	<b>Fund Balance</b>			
1	Net Beginning Balance	\$8,588,020	\$8,123,647	(\$0)
	Adjustment to Beginning Balance	-	-	-
e.	Total Components of Ending Fund Balance	8,123,647	(0)	\$0
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	8,123,647	(0)	0
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	<b>Total Available</b>	<b>\$8,123,647</b>	<b>(\$0)</b>	<b>\$0</b>



8.4





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Goals Update

**Administrative Content**

**Executive Content**



9.1







### Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 Business Services Report
Access	Public
Type	Information
Goals	<a href="#">Goal 3-Create welcoming and safe environments where students attend and are connected to their school</a> <a href="#">Goal 1-Improved student achievement at every school and every grade in all content areas</a>

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services and Lacey Piper, Director of Child Nutrition

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

- Agricultural Program at Rio del Valle

### Administrative Content

### Executive Content



9.2





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 Educational Services Report
Access	Public
Type	Information
Goals	<a href="#">Goal 1-Improved student achievement at every school and every grade in all content areas</a> <a href="#">Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</a>

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- CAASSP Testing Update

**Administrative Content**

**Executive Content**



9.3







**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	9. Information
Subject	9.3 Human Resources Update
Access	Public
Type	Information

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide an update on the following:

- ACE Program

**Administrative Content**

**Executive Content**



**10.1**





### Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Discussion/Action to Confirm Board Member Option for Remote Attendance at Board Meetings Only Under the Pre-Pandemic "Teleconferencing" Provisions of the Brown Act
Access	Public
Type	Action, Discussion

### Public Content

Speaker: Joh Puglisi, Ph.D., Superintendent

#### Rationale:

During the State of Emergency declared by the Governor, regarding the COVID-19 pandemic, provisions of the Brown Act regarding Board member attendance in one location were substantially modified. With the State of Emergency being lifted earlier this year, and based on pre-pandemic and recent legislation, the Board now has two options for remote participation in Board meetings.

The first is the pre-pandemic "teleconferencing" provisions, which require the remote Board member to be in a location open to the public, identified in the agenda with a meeting agenda posted, and members of the public at that location must be able to hear the meeting and address the Board. The second option is available only until January 1, 2026. It is a different, narrower, and more complicated option that is available only when a Board member cannot attend for "just cause" (defined as childcare or caregiving needs of a relative, a contagious illness, physical or mental disability, or traveling for District business) or "emergency circumstances" that prevent the Board member from attending in person. This option has the benefit of allowing the Board member to participate in a private location, but it has some practical and operational limitations that lead to the recommendation that the Board conduct meetings with remote Board member participation only as provided in the pre-pandemic option. Specifically, in order to utilize this option a majority of the Board must be at the same in-person location, and there must be sufficient technology that allows all members of the public to also participate remotely, from any location — to see the meeting, to effectively hear the meeting, and to make public comments from their remote location. Additionally, this option allows Board members to determine they must participate remotely up to the time the meeting starts, but there are requirements for content on the posted agenda that must in order to exercise this option. Therefore, in addition to ensuring adequate technology is available, District staff would have to prepare all agendas and prepare for all meetings with this option in mind, in case a Board member exercises the "just cause" option after the agenda is posted.

The Board President and staff are of the opinion that the best option moving forward is to rely on the pre-pandemic "teleconferencing" statute for remote participation, which was used by Board members many times over the years prior to the pandemic.

### Administrative Content

### Executive Content



10.2







### Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Discussion/Action to Confirm Future Enforcement of Board Bylaw Regarding Public Speaking during Board Meetings
Access	Public
Type	Action, Discussion

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

Education Code section 35010(b) requires all governing boards to “prescribe and enforce rules ... for its own government.” Governing board’s carry out this mandate through the adoption of Board Bylaws, and once adopted governing boards are required to enforce them.

Board Bylaw 9323 (Meeting Conduct) states that members of the public are encouraged to attend Board meetings and to address the Board as provided in the Brown Act, and that “[i]n order to conduct district business in an orderly and efficient manner” certain regulations apply to meet these two goals: 1) public participation, and 2) orderly/efficient meetings. One of those regulations, the standard for governing board throughout the state, is that “individual speakers will be allowed three minutes to address the Board on each agenda or nonagenda item, and the Board will limit the total time for public input on each item to 20 minutes.” (The amount of time per speaker can be reduced in order to meet the 20 minute requirement.)

A practice has developed in the District whereby individuals who attend the meeting but choose not to exercise their individual public speaking rights, will “donate” their speaking time to another person, thereby giving the person at least twice the amount of time available to other speakers.

Legal counsel has confirmed that not only is this a rare practice throughout the state, but: 1) the Board’s current Bylaw does not give individuals the right to “donate” their speaking time; and 2) the Brown Act does not give people attending a meeting the right to “donate” their time to another person to increase their speaking time.

In order to carry out meetings in accordance with Bylaws, in an efficient and orderly manner, and to ensure fairness (i.e. all speakers get the same amount of time to speak), the Board President and staff have brought this item forward to seek formal action by the Board to adhere to Board Bylaw 9323 moving forward, giving equal speaking time to all speakers.

### Administrative Content

### Executive Content



10.3





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of Declaration of Need for Fully Qualified Educators
Access	Public
Type	Action
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year.
Goals	<a href="#">Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</a>

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Each year, school districts must have a board adopted Declaration of Need for Fully Qualified Educators on file with the Commission on Teacher Credentialing. This document must be approved at a regularly scheduled public meeting and include the instructional needs of the district's entire 2023-2024 school year, including summer school. Approval of this item allows the district to continue with teachers on limited assignment permits to fill the needs of the district.

[Declaration of Need for Fully Qualified Educators 23-24.pdf \(186 KB\)](#)

**Administrative Content**

**Executive Content**





State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Rio School District District CDS Code: 72561

Name of County: Ventura County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/21/2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

John Puglisi Ph.D. Superintendent

*Name*

*Signature*

*Title*

805-485-3111

06/21/2023

*Fax Number*

*Telephone Number*

*Date*

1800 Solar Dr. 3rd Floor, Oxnard, Ca 93030

*Mailing Address*

jpuglisi@rioschools.org

*EMail Address*

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_/\_\_\_/\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	6
Bilingual Authorization (applicant already holds teaching credential)	6
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	6
Teacher Librarian Services	1

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.





**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  Yes  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program?  Yes  No

If yes, how many interns do you expect to have this year? 4

If yes, list each college or university with which you participate in an internship program.

Calstate Teach, CSUN, CLU, CSUCI, CSUDH, National Universtiy  
\_\_\_\_\_  
\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_  
\_\_\_\_\_

10.4





### Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Career Technical Education 30 Day Substitute Teaching Permits
Access	Public
Type	Action
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Career Technical Education 30 Day Substitute Teaching Permits for the 2023-2024 school year.

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The statement of need must be filed at the school district office each school year when employing holders of Emergency 30 Day Substitute Permits. The employing agency will complete a single statement of need form and retain the form at the district office. This statement of need form does not require listing specific employees or their positions. The form must be signed by the Superintendent of the employing school district. Approval of this item allows the district to be in compliance with state regulations and continue to employ Emergency 30 Day Substitutes as needed.

[Annual Statement of Need 30 Day Substitute 23-24.pdf \(105 KB\)](#)

### Administrative Content

### Executive Content





State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

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### INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

*References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026*

**This form must be signed by either:**

The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

**OR**

The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

**Certification and Authorized Signature**

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

**OR**

The situation or circumstances that necessitate the use of an emergency permit holder are as follows:  
(Attach additional sheets, if necessary.)

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I hereby certify that all of the information contained in this statement of need is true and correct.

	Rio School District	06/21/2023
<hr/>	<hr/>	<hr/>
<i>Signature of the District Superintendent</i>	<i>District</i>	<i>Date</i>
<hr/>	<hr/>	<hr/>
<i>Signature of the County Superintendent of Schools</i>	<i>County</i>	<i>Date</i>

*It is not necessary to submit this form to the Commission on Teacher Credentialing.*



10.5





## Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Approval of 2023-2024 Bell Schedules
Access	Public
Type	Action (Consent)
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	No
Recommended Action	Staff recommends approval of the proposed 2023-2024 bell schedules.
Goals	<p><a href="#">Goal 3-Create welcoming and safe environments where students attend and are connected to their school</a></p> <p><a href="#">Goal 1-Improved student achievement at every school and every grade in all content areas</a></p>

## Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district has reviewed instructional minutes worksheets for all schools for compliance with the California Department of Education instructional minutes requirements. In addition, in reviewing the proposed bell schedules, the district has considered transportation schedules, collective bargaining agreements, food services needs, fiscal services implications, and educational services needs. Approval of the 2023-2024 bell schedules allows schools to move forward with publishing them on their websites and distributing them to families in preparation for the 2023-2024 school year.

[Rio del Mar Bell Schedule 2023-2024.pdf \(168 KB\)](#)

[Rio del Norte Bell Schedule 2023-2024.pdf \(1,423 KB\)](#)

[Rio del Sol Bell Schedule 2023-2024.pdf \(249 KB\)](#)

[Rio del Valle Bell Schedule 2023-2024.pdf \(103 KB\)](#)

[Rio Lindo Bell Schedule 2023-2024.pdf \(301 KB\)](#)

[Rio Plaza Bell Schedule 2023-2024.pdf \(134 KB\)](#)

[Rio Real Bell Schedule 2023-2024.pdf \(105 KB\)](#)

[Rio Rosales Bell Schedule 2023-2024.pdf \(213 KB\)](#)

[Rio Vista Bell Schedule 2023-2024.pdf \(356 KB\)](#)

**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 del Mar Elementary School Bell Schedule 2023-2024 TK to Grade 5

## Regular Day Schedule

August 23 - October 31	November 2 - June 13	August 23 - October 31	November 2 - June 13
<b>TK (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:45 (84*)</b> 9:45-10:00 (15) Recess <b>10:00-11:15 (75*)</b> 11:15-11:55 (40) Lunch <b>11:55-1:06 (71*)</b>	<b>TK (260*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:25 (64*)</b> 9:25-9:40 (15) Recess <b>9:40-11:15 (95*)</b> 11:15-11:55 (40) Lunch <b>11:55-1:36 (101*)</b>	<b>Kinder (260*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:25 (64*)</b> 9:25-9:40 (15) Recess <b>9:40-11:15 (95*)</b> 11:15-11:55 (40) Lunch <b>11:55-1:36 (101*)</b>	<b>Kinder (307*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:25 (64*)</b> 9:25-9:40 (15) Recess <b>9:40-11:15 (95*)</b> 11:15-11:55 (40) Lunch <b>11:55-1:20 (85*)</b> 1:20-1:30 (10) Recess <b>1:30-2:33 (63*)</b>
<b>Grade 1 (307*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:55 (94*)</b> 9:55-10:10 (15) Recess <b>10:10-11:30 (80*)</b> 11:30-12:10 (40) Lunch <b>12:10-1:30 (80*)</b> 1:30-1:40 (10) Recess <b>1:40-2:33 (53*)</b>	<b>Grade 2 (307*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:55 (94*)</b> 9:55-10:10 (15) Recess <b>10:10-11:45 (95*)</b> 11:45-12:25 (40) Lunch <b>12:25-1:30 (65*)</b> 1:30-1:40 (10) Recess <b>1:40-2:33 (53*)</b>	<b>Grade 3 (307*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:55 (94*)</b> 9:55-10:10 (15) Recess <b>10:10-12:00 (110*)</b> 12:00-12:40 (40) Lunch <b>12:40-1:30 (50*)</b> 1:30-1:40 (10) Recess <b>1:40-2:33 (53*)</b>	<b>Grade 4 (323*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:15 (120*)</b> 10:15-10:30 (15) Recess <b>10:30-12:15 (105*)</b> 12:15-12:55 (40) Lunch <b>12:55-2:33 (98*)</b>
<b>Non Student Days / Holidays / No School</b>			
<b>Grade 5 (323*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:15 (120*)</b> 10:15-10:30 (15) Recess <b>10:30-12:30 (120*)</b> 12:30-1:10 (40) Lunch <b>1:10-2:33 (83*)</b>	September 4, 2023 November 1, 2023 November 10, 2023 November 20, 2023 November 21, 2023 November 22, 2023 November 23, 2023 November 24, 2023 December 25, 2023 December 26, 2023 December 27, 2023	December 28, 2023 December 29, 2023 January 1, 2024 January 2, 2024 January 3, 2024 January 4, 2024 January 5, 2024 January 15, 2024 February 12, 2024 February 19, 2024 March 25, 2024	March 26, 2024 March 27, 2024 March 28, 2024 March 29, 2024 April 1, 2024 April 2, 2024 April 3, 2024 April 4, 2024 April 5, 2024 May 27, 2024

### Regular Day Inclement Weather / Emergency Lunch Schedule

Grades TK/K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35	12:15-12:50	12:30-1:05

(xxx\*) Instructional Minutes



# Rio del Mar Elementary School Bell Schedule 2023-2024 TK to Grade 5

## Minimum Day Schedule

<p><b>TK (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:25 (64*)</b> 9:25-9:40 (15) Recess <b>9:40-10:45 (65*)</b> 10:45-11:25 (40) Lunch <b>11:25-1:06 (101*)</b></p>	<p><b>Kinder (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:25 (64*)</b> 9:25-9:40 (15) Recess <b>9:40-10:45 (65*)</b> 10:45-11:25 (40) Lunch <b>11:25-1:06 (101*)</b></p>	<p><b>Grade 1 (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:30 (69*)</b> 9:30-9:45 (15) Recess <b>9:45-11:00 (75*)</b> 11:00-11:40 (40) Lunch <b>11:40-1:06 (86*)</b></p>	<p><b>Grades 2 (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:30 (69*)</b> 9:30-9:45 (15) Recess <b>9:45-11:15 (90*)</b> 11:15-11:55 (40) Lunch <b>11:55-1:06 (71*)</b></p>												
<p><b>Grade 3 (230*)</b> 8:19 Warning Bell 8:21 Class Begins <b>8:21-9:30 (69*)</b> 9:30-9:45 (15) Recess <b>9:45-11:30 (105*)</b> 11:30-12:10 (40) Lunch <b>12:10-1:06 (56*)</b></p>	<p><b>Grade 4 (240*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:00 (105*)</b> 10:00-10:15 (15) Recess <b>10:15-11:45 (90*)</b> 11:45-12:25 (40) Lunch <b>12:25-1:10 (45*)</b></p>	<p><b>Grade 5 (240*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:00 (105*)</b> 10:00-10:15 (15) Recess <b>10:15-12:00 (105*)</b> 12:00-12:40 (40) Lunch <b>12:40-1:10 (30*)</b></p>	<p><b>Minimum Day Inclement Weather / Emergency Lunch Schedule</b></p> <table style="width: 100%; text-align: center; border-collapse: collapse;"> <thead> <tr> <th style="border-bottom: 1px solid black;"><u>Grades TK/K</u></th> <th style="border-bottom: 1px solid black;"><u>Grade 1</u></th> <th style="border-bottom: 1px solid black;"><u>Grade 2</u></th> <th style="border-bottom: 1px solid black;"><u>Grade 3</u></th> <th style="border-bottom: 1px solid black;"><u>Grade 4</u></th> <th style="border-bottom: 1px solid black;"><u>Grade 5</u></th> </tr> </thead> <tbody> <tr> <td>10:45-11:20</td> <td>11:00-11:35</td> <td>11:15-11:50</td> <td>11:30-12:05</td> <td>11:45-12:20</td> <td>12:00-12:35</td> </tr> </tbody> </table>	<u>Grades TK/K</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>	10:45-11:20	11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35
<u>Grades TK/K</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>										
10:45-11:20	11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35										

### Minimum Day Inclement Weather / Emergency Lunch Schedule

<u>Grades TK/K</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
10:45-11:20	11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35

### Minimum Days

August 23, 2023	October 31, 2023	January 17, 2024	March 13, 2024
September 13, 2023	November 13, 2023	January 26, 2024	March 20, 2024
September 27, 2023	November 14, 2023	February 7, 2024	April 26, 2024
September 29, 2023	November 15, 2023	February 14, 2024	May 1, 2024
October 5, 2023	November 16, 2023	March 1, 2024	May 15, 2024
October 6, 2023	November 17, 2023	March 6, 2024	May 24, 2024
October 18, 2023	December 22, 2023	March 7, 2024	June 13, 2024
October 25, 2023	January 10, 2024	March 8, 2024	

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**2023-2024 Rio Del Norte Bell Schedule**

**Breakfast Served:** 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:10 a.m. / **Tardy Bell:** 8:15 a.m.  
**Inclement Weather:** Lunch start times remain the same; however, lunches are 35 minutes in length

**Regular Schedule**

**TK:** (230 Instructional Minutes August 23-October 31.  
260 Instructional Minutes November 2-June 13)  
Please see the attached TK schedule.

**KINDERGARTEN:** (260 Instructional Minutes August  
23-October 31.  
307 Instructional Minutes November 2-June 13)  
Please find the attached kindergarten schedule.

**FIRST GRADE:** (307 Instructional Minutes)  
8:15 a.m. - 9:45 a.m. (90) Instruction  
9:45 a.m. - 10:00 a.m. (15) Morning Recess  
10:00 a.m. - 11:45 a.m. (105) Instruction  
11:45 a.m. - 12:25 p.m. (40) Lunch/Recess  
12:25 p.m. - 1:15 p.m. (50) Instruction  
1:15 p.m. - 1:25 p.m. (10) Recess  
1:25 p.m. - 2:27 p.m. (62) Instruction

**SECOND GRADE:** (307 Instructional Minutes)  
8:15 a.m. - 9:45 a.m. (90) Instruction  
9:45 a.m. - 10:00 a.m. (15) Morning Recess  
10:00 a.m. - 11:55 a.m. (115) Instruction  
11:55 a.m. - 12:35 p.m. (40) Lunch/Recess  
12:35 p.m. - 1:15 p.m. (40) Instruction  
1:15 p.m. - 1:25 p.m. (10) Recess  
1:25 p.m. - 2:27 p.m. (62) Instruction

**THIRD GRADE:** (307 Instructional Minutes)  
8:15 a.m. - 10:10 a.m. (115) Instruction  
10:10 a.m. - 10:25 a.m. (15) Morning Recess  
10:25 a.m.-12:05 p.m. (100) Instruction  
12:05 p.m.-12:45 p.m. (40) Lunch/Recess  
12:45 p.m.-1:15 p.m. (30) Instruction  
1:15 p.m. - 1:25 p.m. (10) Recess  
1:25 p.m. - 2:27 p.m. (62) Instruction

**FOURTH GRADE:** (323 Instructional Minutes)  
8:15 a.m. - 10:10 a.m. (115) Instruction  
10:10 a.m. - 10:20 a.m. (10) Morning Recess  
10:20 a.m. - 12:20 p.m. (120) Instruction  
12:20 p.m. - 12:59 p.m. (39) Lunch/Recess  
12:59 p.m. - 2:27 p.m. (88) Instruction

**FIFTH GRADE:** (323 Instructional Minutes)  
8:15 a.m. - 10:10 a.m. (115) Instruction  
10:10 a.m. - 10:20 a.m. (10) Morning Recess  
10:20 a.m. - 12:30 p.m. (130) Instruction  
12:30 p.m. - 1:09 p.m. (39) Lunch/Recess  
1:09 p.m. - 2:27 p.m. (78) Instruction

**Breakfast Served:** 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

**Inclement Weather:** Lunch start times remain the same; however, lunches are 35 minutes in length





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**MINIMUM DAY SCHEDULE**

**Breakfast Served:** 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:10 a.m. / **Tardy Bell:** 8:15 a.m.

**Inclement Weather:** Lunch start times remain the same; however, lunches are 35 minutes in length

**FIRST GRADE:** (230 Instructional Minutes)

<b>8:15 a.m. - 9:45 a.m.</b>	<b>(90)</b>	<b>Instruction</b>
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
<b>10:00 a.m. – 11:15 a.m.</b>	<b>(75)</b>	<b>Instruction</b>
11:15 a.m. – 11:55 a.m.	(40)	Lunch/Recess
<b>11:55 a.m. – 1:00 p.m.</b>	<b>(65)</b>	<b>Instruction</b>

**SECOND GRADE:** (230 Instructional Minutes)

<b>8:15 a.m. - 9:45 a.m.</b>	<b>(90)</b>	<b>Instruction</b>
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
<b>10:00 a.m. – 11:25 a.m.</b>	<b>(85)</b>	<b>Instruction</b>
11:25 a.m. – 12:05 p.m.	(40)	Lunch/Recess
<b>12:05 p.m. – 1:00 p.m.</b>	<b>(55)</b>	<b>Instruction</b>

**THIRD GRADE:** (230 Instructional Minutes)

<b>8:15 a.m. - 9:45 a.m.</b>	<b>(90)</b>	<b>Instruction</b>
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
<b>10:00 a.m. – 11:35 a.m.</b>	<b>(95)</b>	<b>Instruction</b>
11:35 a.m. – 12:15 p.m.	(40)	Lunch/Recess
<b>12:15 p.m. – 1:00 p.m.</b>	<b>(45)</b>	<b>Instruction</b>

**FOURTH GRADE:** (240 Instructional Minutes)

<b>8:15 a.m. - 10:10 a.m.</b>	<b>(115)</b>	<b>Instruction</b>
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
<b>10:20 a.m. – 11:45 a.m.</b>	<b>(85)</b>	<b>Instruction</b>
11:45 a.m. – 12:20 p.m.	(35)	Lunch/Recess
<b>12:20 p.m. - 1:00 p.m.</b>	<b>(40)</b>	<b>Instruction</b>

**FIFTH GRADE:** (240 Instructional Minutes)

<b>8:15 a.m. - 10:10 a.m.</b>	<b>(115)</b>	<b>Instruction</b>
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
<b>10:20 a.m. – 11:55 a.m.</b>	<b>(95)</b>	<b>Instruction</b>
11:55 a.m. – 12:30 p.m.	(35)	Lunch/Recess
<b>12:30 p.m. - 1:00 p.m.</b>	<b>(30)</b>	<b>Instruction</b>

*Note: The first and last days of school, conference days, and several other days throughout the year are minimum days. Please refer to our academic calendar.*

**Breakfast Served:** 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

**Inclement Weather:** Lunch start times remain the same; however, lunches are 35 minutes in length





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**Kindergarten**

**August 23rd, 2023 - October 31, 2023**

**Modified Day Kinder: (260 Instructional Minutes)**

8:10 a.m. Warning Bell  
 8:15 a.m. Class Begins  
 8:15 a.m. - 9:00 a.m. (45) Instruction  
 9:00 a.m. - 9:05 a.m. (5) Recess  
 9:05 a.m. - 11:00 a.m. (115) Instruction  
 11:00 a.m. - 11:40 a.m. (40) Lunch  
 11:40 a.m. - 1:20 p.m. (100) Instruction

**Minimum Day Schedule: (230 Instructional Minutes)**

8:15 a.m.-9:00 a.m. (45) Instruction  
 9:00 a.m.-9:15 a.m. (15) Recess  
 9:15 a.m.-10:35 a.m. (80) Instruction  
 10:35 a.m.-11:10 a.m. (35) Lunch  
 11:10 a.m.-12:55 p.m. (105) Instruction

**November 2, 2023 - June 13, 2023**

**Regular Day Schedule (307 Instructional Minutes)**

8:15 a.m. - 9:00 a.m. (45) Instruction  
 9:00 a.m. - 9:15 a.m. (15) Recess  
 9:15 a.m. - 11:00 a.m. (105) Instruction  
 11:00 a.m. - 11:40 a.m. (40) Lunch  
 11:40 a.m. - 1:05 p.m. (85) Instruction  
 1:05 p.m. - 1:15 p.m. (10) Recess  
 1:15 p.m. - 2:27 p.m. (72) Instruction



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### **Transitional Kindergarten (TK)**

#### **August 23 - October 31, 2023 (230 Instructional minutes)**

8:15 a.m. - 8:55 a.m. (40) Instruction  
8:55 a.m. - 9:05 a.m. (10) Recess  
9:05 a.m. - 11:00 a.m. (115) Instruction  
11:00 a.m. - 11:40 a.m. (40) Lunch  
11:40 a.m. - 12:55 p.m. (75) Instruction

#### **Minimum Day scheduled (230 Instructional minutes)**

8:15 a.m. - 8:55 a.m. (40) Instruction  
8:55 a.m. - 9:05 a.m. (10) Recess  
9:05 a.m. - 11:00 a.m. (115) Instruction  
11:00 a.m. - 11:40 a.m. (40) Lunch  
11:40 a.m. - 12:55 p.m. (75) Instruction

#### **November 2, 2023 - June 13, 2023 (260 Instructional minutes)**

8:15 a.m. - 8:55 a.m. (40) Instruction  
8:55 a.m. - 9:05 a.m. (10) Recess  
9:05 a.m. - 11:00 a.m. (115) Instruction  
11:00 a.m. - 11:40 a.m. (40) Lunch  
11:40 a.m. - 1:25 p.m. (105) Instruction

**Pre-K (PK)**  
(165 minutes)

#### **A.M. Session**

8:00 a.m. - 10:45 a.m.

#### **P.M. Session**

11:30 a.m. - 2:15 p.m.



# Rio del Sol School

## 2023-2024 Bell Schedule

3001 North Ventura Rd  
 Oxnard, CA 93036  
 Phone: (805) 307-0080

**Kindergarten** will be on a shortened day schedule every day through November 1st. Regular Day Schedule will begin on Thursday, November 2nd, 2023. Please check the District Academic Calendar closely for a list of all minimum days.

<b>Kindergarten</b> Shortened Day Aug. 24th - Nov 1st (260 Instructional Minutes)	<b>Kindergarten</b> Minimum Day (230 Instructional Minutes)	<b>Kindergarten</b> Regular Day Begins Nov. 2nd (307 Instructional Minutes)
8:15 Class Begins 8:15 - 11:00 Instruction (165) 11:00 - 11:45 Lunch (45) 11:45 - 1:20 Instruction (95) 1:20 Dismissal	8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 10:45 Instruction (65) 10:45 - 11:30 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:30 Instruction (75) 9:30 - 9:50 Recess (20) 9:50 - 11:00 Instruction (70) 11:00 - 11:40 Lunch (40) 11:40 - 12:45 Instruction (65) 12:45 - 12:55 Recess (10) 12:55 - 2:32 Instruction (97) 2:32 Dismissal

<b>First &amp; Second Grade</b> Minimum Day (230 Instructional Minutes)	<b>First &amp; Second Grade</b> Regular Day (307 Instructional Minutes)
8:15 Class Begins 8:15 - 10:00 Instruction (105) 10:00 - 10:20 Recess (20) 10:20 - 11:05 Instruction (45) 11:05 - 11:50 Lunch (45) 11:50 - 1:10 Instruction (80) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:50 Instruction (95) 9:50 - 10:10 Recess (20) 10:10 - 11:20 Instruction (70) 11:20 - 12:00 Lunch (40) 12:00 - 1:00 Instruction (60) 1:00 - 1:10 Recess (10) 1:10 - 2:32 Instruction (82) 2:32 Dismissal



# Rio del Sol School

## 2023-2024 Bell Schedule

3001 North Ventura Rd

Oxnard, CA 93036

Phone: (805) 307-0080

<p align="center"><b>Third Grade</b> Minimum Day (230 Instructional Minutes)</p>	<p align="center"><b>Third Grade</b> Regular Day (307 Instructional Minutes)</p>
<p align="center">8:15 Class Begins 8:15 - 10:00 Instruction (105) 10:00 - 10:20 Recess (20) 10:20 - 11:25 Instruction (65) 11:25 - 12:10 Lunch (45) 12:10 - 1:10 Instruction (60) 1:10 Dismissal</p>	<p align="center">8:15 Class Begins 8:15 - 9:50 Instruction (95) 9:50 - 10:10 Recess (20) 10:10 - 11:40 Instruction (90) 11:40 - 12:20 Lunch (40) 12:20 - 1:10 Instruction (50) 1:10 - 1:20 Recess (10) 1:20 - 2:32 Instruction (72) 2:32 Dismissal</p>
<p align="center"><b>Fourth &amp; Fifth Grade</b> Minimum Day (240 Instructional Minutes)</p>	<p align="center"><b>Fourth &amp; Fifth G(rade)</b> Regular Day (323 Instructional Minutes)</p>
<p align="center">8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:40 Recess (15) 10:40 - 11:45 Instruction (65) 11:45 - 12:25 Lunch (40) 12:25 - 1:10 Instruction (45) 1:10 Dismissal</p>	<p align="center">8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:45 Recess (20) 10:45 - 12:00 Instruction (75) 12:00 - 12:37 Lunch (37) 12:37 - 2:35 Instruction (118) 2:35 Dismissal</p>
<p align="center"><b>Sixth, Seventh &amp; Eighth Grade</b> Minimum Day (240 Instructional Minutes)</p>	<p align="center"><b>Sixth, Seventh &amp; Eighth Grade</b> Regular Day (331 Instructional Minutes)</p>
<p align="center">8:30 Class Begins Period 1: 8:30 - 9:04 (34 minutes) Period 2: 9:06 - 9:40 (34 minutes) <b>Nutrition Break: 9:40 - 9:50 (10 minutes)</b> Period 3: 9:52 - 10:26 (34 minutes) Period 4: 10:28 - 11:02 (34 minutes) Period 5: 11:04 - 11:38 (34 minutes) Period 6: 11:40 - 12:15 (35 minutes) <b>Lunch: 12:15 - 12:51 (36 minutes)</b> Period 7: 12:53 - 1:28 (35 minutes)</p>	<p align="center">8:30 Class Begins Period 1: 8:30 - 9:18 (48 minutes) Period 2: 9:20 - 10:08 (48 minutes) <b>Nutrition Break: 10:08 - 10:18 (10 minutes)</b> Period 3: 10:20 - 11:07 (47 minutes) Period 4: 11:09 - 11:56 (47 minutes) Period 5: 11:58 - 12:45 (47 minutes) <b>Lunch 12:45 - 1:20 (35 minutes)</b> Period 6: 1:22 - 2:09 (47 minutes) Period 7: 2:11 - 2:48 (47 minutes)</p>



# Rio del Sol School

## 2023-2024 Bell Schedule

3001 North Ventura Rd  
 Oxnard, CA 93036  
 Phone: (805) 307-0080

**Transitional Kindergarten** will be on a shortened day schedule every day through November 1st. Regular Day Schedule will begin on Thursday, November 2nd, 2023. Please check the District Academic Calendar closely for a list of all minimum days.

<b>Transitional Kindergarten</b> Shortened Day Aug. 24th - Nov 1st (230 Instructional Minutes)	<b>Transitional Kindergarten</b> Minimum Day (230 Instructional Minutes)	<b>Transitional Kindergarten</b> Regular Day Begins Nov. 2nd (260 Instructional Minutes)
8:15 Class Begins 8:15 - 9:00 Instruction (45) 9:00 - 9:20 Recess (20) 9:20 - 10:45 Instruction (85) 10:45 - 11:30 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 10:45 Instruction (65) 10:30 - 11:15 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:00 - (45) 9:00 - 9:15 - Recess (15) 9:15 - 10:45 - Instruction (90) 10:45 - 11:25 - Lunch (40) 11:25 - 1:30 Instruction (125) 1:30 Dismissal





# Rio del Valle Middle School

3100 Rose Avenue  
Oxnard, CA 93036  
(805) 485 - 3119



## 2023 - 2024 Bell Schedule

Warning Bell 8:22 a.m.

Breakfast served in homeroom for all RdV students.

<b>6th Grade Regular Day</b> (331 minutes)	
HR	8:25 - 8:50 (25)
2nd	8:53 - 9:42 (47)
3rd	9:45 - 10:34 (47)
4th	10:37 - 11:26 (47)
Lunch	11:26 - 12:01 (35)
5th	12:04 - 12:53 (47)
6th	12:56 - 1:45 (47)
7th	1:48 - 2:37 (47)
8th/CR	2:40 - 2:52 (12)

<b>7th Grade Regular Day</b> (331 minutes)	
HR	8:25 - 8:50 (25)
2nd	8:53 - 9:42 (47)
3rd	9:45 - 10:34 (47)
4th	10:37 - 11:26 (47)
5th	11:29 - 12:18 (47)
Lunch	12:18 - 12:53 (35)
6th	12:56 - 1:45 (47)
7th	1:48 - 2:37 (47)
8th/CR	2:40 - 2:52 (12)

<b>8th Grade Regular Day</b> (331 minutes)	
HR	8:25 - 8:50 (25)
2nd	8:53 - 9:42 (47)
3rd	9:45 - 10:34 (47)
4th	10:37 - 11:26 (47)
5th	11:29 - 12:18 (47)
6th	12:21 - 1:10 (47)
Lunch	1:10 - 1:45 (35)
7th	1:48 - 2:37 (47)
8th/CR	2:40 - 2:52 (12)

<b>6th Grade Minimum Day</b> (240 minutes)	
HR	8:25 - 8:47 (22)
2nd	8:50 - 9:25 (35)
3rd	9:28 - 10:03 (35)
4th	10:06 - 10:41 (35)
Lunch	10:41 - 11:16 (35)
5th	11:19 - 11:54 (35)
6th	11:57 - 12:32 (35)
7th	12:35 - 1:10 (35)
8th/CR	2:40 - 2:52 (8)

<b>7th Grade Minimum Day</b> (240 minutes)	
HR	8:25 - 8:47 (22)
2nd	8:50 - 9:25 (35)
3rd	9:28 - 10:03 (35)
4th	10:06 - 10:41 (35)
5th	10:44 - 11:19 (35)
Lunch	11:19 - 11:54 (35)
6th	11:57 - 12:32 (35)
7th	12:35 - 1:10 (35)
8th/CR	2:40 - 2:52 (8)

<b>8th Grade Minimum Day</b> (240 minutes)	
HR	8:25 - 8:47 (22)
2nd	8:50 - 9:25 (35)
3rd	9:28 - 10:03 (35)
4th	10:06 - 10:41 (35)
5th	10:44 - 11:19 (35)
6th	11:22 - 11:57 (35)
Lunch	11:57 - 12:32 (35)
7th	12:35 - 1:10 (35)
8th/CR	2:40 - 2:52 (8)







**2023-2024**

**Rio Lindo School**

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

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**School Begins / Escuela Comienza 8:00 a.m.**

**Daily Schedule / Horario de Día Regular**

Breakfast served in the cafeteria every morning 7:30 - 7:55 a.m.

El desayuno se sirve en la cafetería cada mañana de las 7:30 - 7:55 a.m.

**\*Warning bell for students 7:57 a.m. / Campana de advertencia para estudiantes 7:57 a.m.**

**Regular Schedule / Día Regular**

<p><b><u>TK**</u></b> (260 Inst. Min.) Starts 11/02/23</p> <p>8:00-8:40 Inst. Min. (40)</p> <p>8:40-9:00 Recess (20)</p> <p>9:00-10:40 Inst. Min. (100)</p> <p>10:40-11:20 Lunch (40)</p> <p>11:20- 1:20 Inst. Min. (120).</p>	<p><b><u>Kindergarten**</u></b> (307 Inst. Min.) Starts 11/02/23</p> <p>8:00-8:55 Inst. Min. (55)</p> <p>8:55-9:13 Recess (18)</p> <p>9:13-10:55 Inst. Min. (102)</p> <p>10:55-11:35 Lunch (40)</p> <p>11:35-1:15 Inst. Min. (100)</p> <p>1:15-1:30 Recess (15)</p> <p>1:30-2:20 Inst. Min. (50)</p>	<p><b><u>Grade 1</u></b> (307 Inst. Min.)</p> <p>8:00-9:15 Inst. Min. (75)</p> <p>9:15-9:33 Recess (18)</p> <p>9:33-11:20 Inst. Min. (107)</p> <p>11:20-12:00 Lunch (40)</p> <p>12:00-1:20 Inst. Min. (80)</p> <p>1:20-1:35 Recess (15)</p> <p>1:35-2:20 Inst. Min. (45)</p>	<p><b><u>Grade 2</u></b> (307 Inst. Min.)</p> <p>8:00-9:33 Inst. Min. (93)</p> <p>9:33-9:51 Recess (18)</p> <p>9:51-11:40 Inst. Min. (109)</p> <p>11:40-12:20 Lunch (40)</p> <p>12:20-1:20 Inst. Min. (60)</p> <p>1:20-1:35 Recess (15)</p> <p>1:35-2:20 Inst. Min. (45)</p>	
<p><b><u>Grade 3</u></b> (307 Inst. Min.)</p> <p>8:00-9:51 Inst. Min. (111)</p> <p>9:51-10:09 Recess (18)</p> <p>10:09-11:55 Inst. Min. (106)</p> <p>11:55-12:35 Lunch (40)</p> <p>12:35-1:35 Inst. Min. (60)</p> <p>1:35-1:50 Recess (15)</p> <p>1:50-2:20 Inst. Min. (30)</p>		<p><b><u>Grade 4</u></b> (323 Inst. Min.)</p> <p>8:00-10:09 Inst. Min. (129)</p> <p>10:09-10:26 Recess (17)</p> <p>10:26-12:10 Inst. Min. (104)</p> <p>12:10-12:50 Lunch (40)</p> <p>12:50-2:20 Inst. Min. (90)</p>		<p><b><u>Grade 5</u></b> (323 Inst. Min.)</p> <p>8:00-10:26 Inst. Min. (146)</p> <p>10:26-10:43 Recess (17)</p> <p>10:43-12:40 Inst. Min. (117)</p> <p>12:40-1:20 Lunch (40)</p> <p>1:20-2:20 Inst. Min. (60)</p>

**Supervision on the playground begins at 7:45 a.m.**

**Supervisión en el campo empieza a las 7:45 a.m.**

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\*\*TK/Kindergarten will be on a shortened day schedule (dismissal at 12:45 for TK & 12:55 for Kinder) from August 23, 2023 – October 31, 2023. Regular Day schedule will commence on November, 2nd, 2023.

\*\*TK/Kindergarten estará en horario de día corto (salida a las 12:45 por TK y 12:55 por Kinder) a partir de agosto 23, 2023 hasta el 31 de octubre 2023. El Calendario de Día Regular comenzará el 2 de noviembre de 2023.



**2023-2024**

**Rio Lindo School**

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

**School Begins / Escuela Comienza 8:00 a.m.**

**Minimum Day Schedule / Horario de Día Minimo**

Breakfast served in the cafeteria every morning 7:30 - 7:55 a.m.

El desayuno se sirve en la cafetería cada mañana de las 7:30 - 7:55 a.m.

**\*Warning bell for students 7:57 a.m. / Campana de advertencia para estudiantes 7:57 a.m.**

**Minimum Day Schedule / Día Minimo**

<b><u>TK.</u></b> (230 Inst. Min.)	<b><u>Kindergarten</u></b> (230 Inst. Min.)	<b><u>Grade 1</u></b> (230 Inst. Min.)	<b><u>Grade 2</u></b> (230 Inst. Min.)
8:00-8:40 Inst. Min. (40)	8:00-8:55 Inst. Min. (55)	8:00-9:15 Inst. Min. (75)	8:00-9:15 Inst. Min. (75)
8:40-9:00 Recess (20)	8:55-9:15 Recess (20)	9:15-9:35 Recess (20)	9:15-9:35 Recess (20)
9:00-10:35 Inst. Min. (95)	9:15-10:35 Inst. Min. (80)	9:35-11:05 Inst. Min. (90)	9:35-11:15 Inst. Min. (100)
10:35-11:15 Lunch (40)	10:35-11:15 Lunch (40)	11:05-11:45 Lunch (40)	11:15-11:55 Lunch (40)
11:15-12:50 Inst. Min. (95)	11:15-12:50 Inst. Min. (95)	11:45-12:50 Inst. Min. (65)	11:55-12:50 Inst. Min. (55)

<b><u>Grade 3</u></b> (230 Inst. Min.)	<b><u>Grade 4</u></b> (240 Inst. Min.)	<b><u>Grade 5</u></b> (240 Inst. Min.)
8:00-9:40 Inst. Min. (100)	8:00-10:05 Inst. Min. (125)	8:00-10:05 Inst. Min. (125)
9:40-10:00 Recess (20)	10:05-10:20 Recess (15)	10:05-10:20 Recess (15)
10:00-11:35 Inst. Min. (95)	10:20-11:40 Inst. Min. (80)	10:20-12:13 Inst. Min. (113)
11:35-12:15 Lunch (40)	11:40-12:15 Lunch (35)	12:13-12:48 Lunch (35)
12:15-12:50 Inst. Min. (35)	12:15-12:50 Inst. Min. (35)	12:48-12:50 Inst. Min. (2)

**Supervision on the playground begins at 7:45 a.m.**

**Supervisión en el campo empieza a las 7:45 a.m.**

**Inclement Weather Lunch (35 minutes)**

**TK 10:20-10:55**

<b><u>Kinder</u></b>	<b><u>Grade 1</u></b>	<b><u>Grade 2</u></b>	<b><u>Grade 3</u></b>	<b><u>Grade 4</u></b>	<b><u>Grade 5</u></b>
10:35-11:10	11:05-11:40	11:15-11:50	11:35-12:10	11:40-12:15	12:13-12:48



**2022-2023**

**Rio Lindo School**

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

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**School Begins / Escuela Comienza 8:00 a.m.**

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## **TK & Kindergarten Schedule Shortened Day**

### **August 23, 2023-October 31, 2023**

#### **TK** (230 Inst. Min.)

8:00-8:40 Inst. Min. (40)

8:40-9:00 Recess (20)

9:00-10:40 Inst. Min. (100)

10:40-11:20 Lunch (40)

11:20- 12:50 Inst. Min. (90)

#### **Kindergarten**(260 Inst. Min.)

8:00-10:40 Inst. Min. (160)

10:40-11:15 Lunch (35)

11:15-12:55 Inst. Min. (100)

TK/Kindergarten will be on a shortened day schedule (dismissal at 12:45 for TK & 12:55 for Kinder)  
from August 23, 2023 – October 31, 2023.

**Regular Day schedule will commence on Nov. 02, 2023.**

TK/Kindergarten estará en horario de día corto (salida a las 12:45 por TK y 12:55 por Kinder)  
a partir de agosto 23, 2023 hasta el 31 de octubre 2023.

**El Calendario de Día Regular comenzará el 2 de noviembre de 2023.**





# Rio Plaza

## Elementary School - Bell Schedule 2023-2024 TK to 5th Grade

### Regular Day Schedule

<b>August 23 - October 31</b>	<b>November 2 - June 13</b>		
<b>Shortened Day</b>	<b>Kinder (307*)</b>	<b>Grade 1 (307*)</b>	<b>Grade 2 (307*)</b>
<b>Kinder (260*)</b> 8:08 Warning Bell 8:10 Class Begins	8:08 Warning Bell 8:10 Class Begins	8:08 Warning Bell 8:10 Class Begins	8:08 Warning Bell 8:10 Class Begins
<b>8:10-10:55 (165*)</b> 10:55-11:37 (42) Lunch <b>11:37-12:07 (30*)</b> 12:07-12:22 Recess <b>12:22-1:13 (50*)</b>	<b>8:10-9:10 (60*)</b> 9:10-9:25 Recess <b>9:25-10:55 (90*)</b> 10:55-11:37 (42) Lunch <b>11:37-1:05 (88*)</b> 1:05-1:21 (16) Recess <b>1:21-2:30 (69*)</b>	<b>8:10-9:28 (78*)</b> 9:28-9:44 (16) Recess <b>9:44-11:25 (101*)</b> 11:25-12:07 (42) Lunch <b>12:07-1:15 (68*)</b> 1:15-1:30 (15) Recess <b>1:30-2:30 (60*)</b>	<b>8:10-9:44 (94*)</b> 9:44-10:00 (16) Recess <b>10:00-11:40 (100*)</b> 11:40-12:22 (42) Lunch <b>12:22-1:15 (53*)</b> 1:15-1:30 (15) Recess <b>1:30-2:30 (60*)</b>
<b>Grade 3 (307*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:00 (110*)</b> 10:00-10:16 (16) Recess <b>10:16-11:55 (99*)</b> 11:55-12:37 (42) Lunch <b>12:37-1:30 (53*)</b> 1:30-1:45 (15) Recess <b>1:45-2:30 (45*)</b>	<b>Grades 4 (323*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:16 (126*)</b> 10:16-10:31 (15) Recess <b>10:31-12:13 (102*)</b> 12:13-12:55 (42) Lunch <b>12:55-2:30 (95*)</b>	<b>Grades 5 (323*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:16 (126*)</b> 10:16-10:31 (15) Recess <b>10:31-12:23 (112*)</b> 12:23-1:05 (42) Lunch <b>1:05-2:30 (85*)</b>	Instructional Minutes are indicated in parentheses using the format (xxx*)

### Inclement Weather / Emergency Lunch Schedule

<b>Grade TK</b>	<b>Grade K</b>	<b>Grade 1</b>	<b>Grade 2</b>	<b>Grade 3/4*</b>	<b>Grade 4^/5</b>
10:15-10:50	10:15-10:50	10:50-11:25	11:25-12:00	12:00-12:35	12:35-1:10
*Room 18 and Grade 3			^Rooms 19 & 20 and Grade 5		

#### Transitional Kindergarten

<b>Regular Day</b>	<b>November 2 - June 13</b>
<i>August 23 - October 31</i>	
<b>TK (230*)</b> 8:08 Warning Bell <b>8:10-8:50 (40*)</b> 8:50-9:05 Recess <b>9:05-10:55 (110*)</b> 10:55-11:37 (42) Lunch <b>11:37-12:42 (65*)</b>	<b>TK (260*)</b> 8:08 Warning Bell <b>8:10-8:50 (40*)</b> 8:50-9:05 Recess <b>9:05-10:55 (110*)</b> 10:55-11:37 (42) Lunch <b>11:37-12:42 (65*)</b> <i>All Students Stay</i> <b>12:42-1:12 (30**)</b>

#### Inclement Weather Break Schedule (students assemble in the cafeteria)

<b>Morning Schedule</b>	
Grade Level/Room	Time
TK/Kindergarten	9:10 a.m. - 9:20 a.m.
First	9:23 a.m. - 9:33 a.m.
Second	9:36 a.m. - 9:46 a.m.
Room 18 and Third	9:49 a.m. - 9:59 a.m.
Rooms 19 & 20 and Fifth	10:02 a.m. - 10:12 a.m.
<b>Afternoon Schedule</b>	
Grade Level/Room	Time
All	As Needed#
#Coordinate afternoon relief through front office	



# Rio Plaza

## Elementary School - Bell Schedule 2023-2024 TK to Grade 5

### Minimum Day Schedule

<p><b>TK (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:15 (60*)</b></p> <p>9:15-9:30 (15) Recess <b>9:30-10:45 (75*)</b> 10:45-11:30 (45) Lunch <b>11:30-1:05 (95*)</b></p>	<p><b>Kinder (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:15 (60*)</b></p> <p>9:15-9:30 (15) Recess <b>9:30-10:45 (75*)</b> 10:45-11:30 (45) Lunch <b>11:30-1:05 (95*)</b></p>	<p><b>Grades 1 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:30 (75*)</b></p> <p>9:30-9:45 (15) Recess <b>9:45-11:20 (95*)</b> 11:20-12:05 (45) Lunch <b>12:05-1:05 (60*)</b></p>	<p><b>Grades 2 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-9:45 (90*)</b></p> <p>9:45-10:00 (15) Recess <b>10:00-11:35 (95*)</b> 11:35-12:20 (45) Lunch <b>12:20-1:05 (45*)</b></p>
<p><b>Grade 3 (230*)</b> 8:13 Warning Bell 8:15 Class Begins <b>8:15-10:00 (105*)</b></p> <p>10:00-10:15 (15) Recess <b>10:15-11:55 (100*)</b> 11:55-12:40 (45) Lunch <b>12:40-1:05 (25*)</b></p>	<p><b>Grade 4 (240*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:15 (125*)</b></p> <p>10:15-10:30 (15) Recess <b>10:30-12:05 (95*)</b> 12:05-12:45 (40) Lunch <b>12:45-1:05 (20*)</b></p>	<p><b>Grade 5 (240*)</b> 8:08 Warning Bell 8:10 Class Begins <b>8:10-10:15 (125*)</b></p> <p>10:15-10:30 (15) Recess <b>10:30-12:20 (110*)</b> 12:20-1:00 (40) Lunch <b>1:00-1:05 (5*)</b> <b>12:05-1:05 (60*)</b></p>	<p style="text-align: center;"><b>Minimum Days</b></p> <p style="text-align: center;"><b>August 23, 2023</b> <b>September 13, 2023</b> <b>September 28, 2022</b> <b>September 27, 2023</b> <b>October 18, 2023</b> <b>October 25, 2023</b> <b>December 22, 2023</b> <b>January 10, 2024</b> <b>January 17, 2024</b> <b>February 7, 2024</b> <b>February 14, 2024</b> <b>March 13, 2024</b> <b>March 20, 2024</b> <b>May 1, 2024</b> <b>May 15, 2024</b> <b>June 13, 2024</b> <b>June 14, 2024</b></p>



# RIO REAL K-8 DUAL IMMERSION ACADEMY

1140 Kenney Street, Oxnard CA 93036

2022-2023 Bell Schedule/Horario

Telefono/Phone: (805) 485-3117

Kindergarten					
Shortened Day August 23-October 31 260 Instructional Minutes		Regular Day Start Tuesday, Nov 2, 2023 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 10:40 (172)	Instruction	7:48 - 9:00 (72)	Instruction	7:48 - 9:00 (72)
Lunch	10:40 - 11:20 (20)	Recess	9:00 - 9:15/9:15-9:30	Recess	9:00 - 9:15 (15)
Instruction	11:20 - <b>12:48</b> (88)	Instruction	9:15 - 10:40 (85)	Instruction	9:15 - 10:30 (75)
		Lunch	<b>10:40 - 11:20</b>	Lunch	<b>10:30 - 11:10 (40)</b>
		Instruction	11:20 -12:45 (85)	Instruction	11:10 - <b>12:33</b> (83)
		Recess	12:45 - 1:00		
		Instruction	<b>1:00 - 2:05</b> (65)		

1st Grade			
Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35 (20)	Recess	9:12 - 9:30 (18)
Instruction	9:35 - 11:00 (85)	Instruction	9:30 - 10:45 (75)
Lunch	<b>11:00 - 11:40 (40)</b>	Lunch	<b>10:45 - 11:23 (38)</b>
Instruction	11:40 -1:00 (80)	Instruction	11:23 - <b>12:34</b> (71)
Recess	1:00 - 1:15 (15)		
Instruction	<b>1:15 - 2:10</b> (55)		

Inclement Weather Lunch Schedules (35 Min)											
Regular Day						K-8 Minimum Day					
K	10:30-11:05	3	11:20-11:55	5	12:10-12:45	K	10:30-11:05	3	11:20-11:55	5	12:00-12:35
1	10:45-11:20	$\frac{7}{8}$	11:44-12:20	6	12:31-1:07	1	10:45-11:20	6	11:37-12:12	$\frac{7}{8}$	12:14-12:49
2	11:05-11:40	4	11:56-12:31			2	11:05-11:40	4	11:50-11:25		



<b>2nd Grade</b>			
<b>Regular Day</b> 307 Instructional Minutes		<b>Minimum Day</b> 230 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35 (20)	Recess	9:12 - 9:30 (18)
Instruction	9:35 - 11:20 (105)	Instruction	9:30 - 11:00 (90)
Lunch	<b>11:20 - 12:00 (40)</b>	Lunch	<b>11:00 - 11:38 (38)</b>
Instruction	12:00 - 1:00 (60)	Instruction	11:38 - 12:34 (56)
Recess	1:00 - 1:15 (15)		
Instruction	1:15 - 2:10 (55)		

<b>3rd Grade</b>			
<b>Regular Day</b> 307 Instructional Minutes		<b>Minimum Day</b> 230 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 9:35 (107)	Instruction	7:48 - 9:30 (102)
Recess	9:35 - 9:55 (20)	Recess	9:30 - 9:48 (18)
Instruction	9:55 - 11:40 (105)	Instruction	9:48 - 11:15 (87)
Lunch	<b>11:40 - 12:20(40)</b>	Lunch	<b>11:15 - 11:53 (38)</b>
Instruction	12:20 - 1:15 (55)	Instruction	11:53 - 12:34 (41)
Recess	1:15 - 1:30 (15)		
Instruction	1:30 - 2:10 (40)		

<b>4th Grade</b>			
<b>Regular Day</b> 323 Instructional Minutes		<b>Minimum Day</b> 240 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 10:15 (147)	Instruction	7:48 - 9:33 (105)
Recess	10:15-10:35 (20)	Recess	9:33 - 9:48 (15)
Instruction	10:35 - 12:00 (85)	Instruction	9:48 - 11:30 (102)
Lunch	<b>12:00 - 12:40 (40)</b>	Lunch	<b>11:30 - 12:05 (35)</b>
Instruction	12:40 - 2:11 (91)	Instruction	12:05 - 12:38 (33)

<b>5th Grade</b>			
<b>Regular Day</b> 323 Instructional Minutes		<b>Minimum Day</b> 240 Instructional Minutes	
Warning Bell	<b>7:46</b>	Warning Bell	<b>7:46</b>
Instruction	7:48 - 10:15 (147)	Instruction	7:48 - 10:15 (147)
Recess	10:15 - 10:35 (20)	Recess	10:15 - 10:30 (15)
Instruction	10:35 - 12:20 (105)	Instruction	10:30 - 11:58 (88)
Lunch	<b>12:20 - 1:00 (40)</b>	Lunch	<b>11:58 - 12:33 (35)</b>
Instruction	1:00 - 2:11 (71)	Instruction	12:33 - 12:38 (5)



<b>6th - 8th Grade Regular Schedule (331 Min)</b>			
<b>Period</b>	<b>Start time</b>	<b>End time</b>	<b>Instructional Minutes</b>
Warning Bell	<b>8:00</b>		
Advisory	8:02	8:21	19
1	8:24	9:09	45
2	9:12	<b>9:57</b>	45
3	<b>10:11</b>	10:56	45
4	10:59	11:44	45
<b>(7/8 Gr Lunch)</b>	<b>11:44</b>	<b>12:20</b>	<b>36</b>
5A (6th gr class)	11:47	12:31	44
<b>(6th Gr Lunch)</b>	<b>12:31</b>	<b>1:07</b>	<b>36</b>
5B (7/8th gr class)	12:23	1:07	44
6	1:10	1:54	44
7	1:57	<b>2:41</b>	<b>44</b>

<b>6th - 8th Grade Minimum Day Schedule (240 Min)</b>			
<b>Period</b>	<b>Start time</b>	<b>End time</b>	<b>Instructional Minutes</b>
Warning Bell	<b>8:00</b>		
1	8:02	8:37	35
2	8:39	9:13	34
3	9:15	9:49	34
4	9:51	10:25	34
5	10:27	11:01	34
6A (6th class)	11:03	11:37	34
<b>(7/8 Lunch)</b>	11:01	11:37	36
6B (7/8 class)	11:39	12:13	34
<b>(6th Lunch)</b>	<b>11:37</b>	<b>12:13</b>	36
7	<b>12:15</b>	<b>12:50</b>	35



# Rio Rosales Elementary 2023-2024 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.



## TRANSITIONAL KINDERGARTEN

### MODIFIED DAY – TK

### REGULAR DAY -TK

### MINIMUM DAY – TK

*AUGUST 23 - OCTOBER 31*

*NOVEMBER 2 - JUNE 13*

#### (230 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 - 9:30 Instruction (80)**  
9:30 - 9:45 Recess (15)  
**9:45 - 11:10 Instruction (85)**  
11:10-11:50 Lunch (40)  
**11:50-12:55 Instruction (65)**

#### (260 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 – 9:30 Instruction (80)**  
9:30 - 9:45 Recess (15)  
**9:45 - 11:10 Instruction (85)**  
11:10 – 11:50 Lunch/Recess (40)  
**11:50 – 1:25 Instruction (95)**

#### (230 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 - 9:30 Instruction (80)**  
9:30 - 9:45 Recess (15)  
**9:45 - 11:10 Instruction (85)**  
11:10-11:50 Lunch (40)  
**11:50-12:55 Instruction (65)**

## KINDERGARTEN

### MODIFIED DAY – K

### REGULAR DAY - K

### MINIMUM DAY – K

*AUGUST 23 - OCTOBER 31*

*NOVEMBER 2 - JUNE 13*

#### (260 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 - 9:30 Instruction (80)**  
9:50 - 10:05 Recess (15)  
**9:45 - 11:10 Instruction (85)**  
11:10-11:50 Lunch (40)  
**11:50 - 1:25 Instruction (95)**

#### (307 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10-9:50 Instruction (100)**  
9:50-10:05 Recess (15)  
**10:05-11:10 Instruction (65)**  
11:10-11:50 Lunch (40)  
**11:50-1:30 Instruction (100)**  
1:30-1:40 Recess (10)  
**1:40-2:22 Instruction (42)**

#### (230 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 - 9:30 Instruction (80)**  
9:30 - 9:45 Recess (15)  
**9:45 - 11:10 Instruction (85)**  
11:10-11:50 Lunch (40)  
**11:50-12:55 Instruction (65)**

## FIRST GRADE

### REGULAR DAY (307 instructional minutes)

### MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 – 10:10 Instruction (120)**  
10:10 – 10:30 Recess (20)  
**10:30 – 11:30 Instruction (60)**  
11:30 – 12:15 Lunch/Recess (45)  
**12:15 – 2:22 Instruction (127)**

8:05 Warning Bell  
8:10 Class begins  
**8:10 – 10:10 Instruction (120)**  
10:10 – 10:25 Recess (15)  
**10:25 – 11:35 Instruction (70)**  
11:35 – 12:15 Lunch/Recess (40)  
**12:15 – 12:55 Instruction (40)**

# Rio Rosales Elementary 2023-2024 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.



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## SECOND AND THIRD GRADE

### REGULAR DAY (307 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 – 10:10 Instruction (120)**  
10:10 – 10:30 Recess (20)  
**10:30 – 11:55 Instruction (85)**  
11:55 – 12:40 Lunch/Recess (45)  
**12:40 – 2:22 Instruction (102)**

### MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10-10:10 Instruction (120)**  
10:10-10:25 Recess (15)  
**10:25-11:50 Instruction (85)**  
11:50 -12:30 Lunch/Recess (40)  
**12:30-12:55 Instruction (25)**

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## FOURTH AND FIFTH GRADE

### REGULAR DAY (323 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 – 10:35 Instruction (145)**  
10:35 – 10:50 Recess (15)  
**10:50 – 12:20 Instruction (90)**  
12:20 – 1:00 Lunch/Recess (40)  
**1:00 – 2:28 Instruction (88)**

### MINIMUM DAY (240 instructional minutes)

8:05 Warning Bell  
8:10 Class Begins  
**8:10 -10:30 Instruction (140)**  
10:30 -10:45 Recess (15)  
**10:45 -12:10 Instruction (85)**  
12:10 -12:50 Lunch (40)  
**12:50 -1:05 Instruction (15)**

## **INCLEMENT WEATHER LUNCH SCHEDULE**

Kindergarten 11:00 - 11:35 a.m. (35)  
1<sup>st</sup> Grade 11:10 - 11:45 p.m. (35)  
2<sup>nd</sup> & 3<sup>rd</sup> Grades 11:50 - 12:25 p.m. (35)  
4<sup>th</sup> & 5<sup>th</sup> Grades 12:30 - 1:05 p.m. (35)



# Rio Vista Middle School

3050 Thames River Dr Oxnard CA. 93036  
 805-981-1507 [rio-vista@rioschools.org](mailto:rio-vista@rioschools.org)



## Bell Schedule 2023-2024

Regular Day Schedule <i>All Grades</i>	Minimum Day Schedule <i>All Grades</i>	Rally/Assembly Day Schedule <i>All Grades</i>
Period 0 7:40 - 8:32 (52)	Period 0 7:54 - 8:32 (38)	Period 0 7:47 - 8:32 (45)
Warning Bell 8:47 - 8:50 (3)	Warning Bell 8:47 - 8:50 (3)	Warning Bell 8:47 - 8:50 (3)
Period 1(HR) 8:50 - 8:55 (5)	Period 1 (HR) 8:50 - 8:56 (6)	Period 1 (HR) 8:50 - 8:55 (5)
Period 2 8:58 - 9:50 (52)	Period 2 8:58 - 9:36 (38)	Period 2 8:58 - 9:43 (45)
Period 3* 9:53 - 10:53 (60)	Period 3 9:39 - 10:17 (38)	Period 3* 9:46 - 10:39 (53)
Period 4 10:56 - 11:48 (52)	Period 4 10:20 - 10:58 (38)	Period 4 10:42 - 11:27 (45)
Period 5 11:51 - 12:43 (52)	Period 5 11:01 - 11:39 (38)	Period 5 11:30 - 12:15 (45)
Lunch 12:43 - 1:19 (36)	Lunch 11:39 - 12:15 (36)	Lunch 12:15 - 12:51 (36)
Period 6 1:22 - 2:14 (52)	Period 6 12:18 - 12:56 (38)	Assembly 12:51 - 1:32 (42)
Period 7 2:17 - 3:09 (52)	Period 7 12:59 - 1:37 (38)	Period 6 1:36 - 2:21 (45)
Period 8 (HR) 3:09 - 3:15 (6)	Period 8 (HR) 1:37 - 1:43 (6)	Period 7 2:24 - 3:09 (45)
		Period 8 (HR) 3:09 - 3:15 (6)

\*Period 3 includes an 8 minute nutrition break on the Regular Day Schedule and the Rally/Assembly Day Schedule

### Instructional Minutes:

- Regular Day = 331 minutes
- Minimum Day = 240 minutes
- Rally/Assembly Day = 331 minutes



10.6







**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 Approval of the updated District Discipline Matrices and Transportation Protocols.
Access	Public
Type	Action
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	No
Recommended Action	Staff recommends approval of the updated discipline matrices and accompanying transportation protocols.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Over the past year, the Director of Pupil Services and the Director of Human Resources have worked with several different committees to review current board policies, legal guidelines, and our current protocols to ensure that all of our practices and procedures are up to date. The committees reviewed and updated the discipline matrices, transportation referrals, and transportation contracts to ensure that they are in alignment with current legal guidelines and that we are able to get students to and from school safely and enforce consistent discipline throughout the district. Staff recommends approval of the updated documents to allow schools to post and share with families in preparation for the 2023-2024 school year.

[Final Alternative Means of Correction Log.docx \(24 KB\)](#)

[Final Discipline Matrix TK-5th Grade 6-5-23.docx \(119 KB\)](#)

[Final Discipline Matrix- 6th-8th Grade 6-5-23.docx \(161 KB\)](#)

[Bus Conduct Referral Form.pdf \(101 KB\)](#)

[Bus Parent Student Contract.pdf \(82 KB\)](#)

**Administrative Content**

**Executive Content**



# Rio School District

## Progressive Discipline Guide

### TK-5<sup>th</sup> Grade

The Rio School District recognizes that to maximize the learning potential of each student the school environment must be safe, secure and peaceful. The following guidelines, in accordance with Educational Code and Board Policy, are enforced district wide in a fair and consistent manner.

The Progressive Discipline Plan was developed for all schools within the Rio School District and outlines the Alternative Means of Correction that school sites may use, as well as consequences that may be used for inappropriate student behaviors. Each administrator must consider the age, intent, and prior offenses of the student in determining the appropriate consequences. Situations not specifically addressed in this plan or unusual or extreme cases will be dealt with in accordance with District Policy and the California Education Code. If action warrants, students may be given consequences for a second and third offense on the first offense.

**Alternative Means of Correction (AMC) may include, but are not limited to (no particular order):**

- Parent/Teacher Conference
- Parent/Student/School Personnel Conference
- Parent Contact
- Warning (Verbal/Written)
- Time Out in Buddy Class
- Loss of Recess
- Citation may be issued by School Resource Officer
- Detention
- Alternate Seating
- Peacebuilder or other Positive Behavior Support/Character Building Program Lesson/Reflection
- Exclusion From School Activities
- Behavior Contract
- Conflict Meditation
- Community Referral/Services
- Parent Accompany Child in Class
- Parent Escort Student to/from School
- No Contact Contract
- Referral to Counselor, Social Worker, or Other School Support Personnel for Case Management and Counseling
- Classroom Behavior Support
- Classroom Behavior Support
- Schedule Changes
- IEP Review
- Class Meeting
- Intervention Progress Team (IPT)/ Student Progress Team (SST)
- School Attendance Review Board (SARB)
- Cross Age Mentoring
- Projects on campus
- Community Service
- Counseling
- Restitution
- Enrollment In a Program for Teaching Prosocial Behavior or Anger Management
- Participation in a Restorative Justice Program
- Referral for Assessment for Section 504 or Special Education
- Referral to after school program that address specific behavioral issues

Even though a student may be suspended or recommended for expulsion for violations of Education Code listed below, Section 48900(w)(2) indicates it is the intent of the legislature that Multi-Tiered Systems of Support (MTSS), including restorative justice practices, trauma informed practices, social and emotional learning, and school wide positive behavior interventions and supports may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

**For offenses 48900 (a)-(e) Alternate Means of Correction (AMC) may be used instead of suspension, if it more appropriately corrects the behavior and if suspension and expulsion are not mandatory.**

<b>Education Code Violation</b>	<b>1st Intervention/Consequence</b>	<b>2nd Intervention/Consequence</b>	<b>3rd Intervention/Consequence</b>	<b>4th Intervention/Consequence</b>
48900(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person;	<ul style="list-style-type: none"> <li>• Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (2-5)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Expulsion may be recommendation</li> </ul>
48900(a)(2) Willfully used force or violence upon another person, <i>battery</i>  <b>Police notification if serious physical injury occurs (see definition), and must recommend expulsion unless principal or superintendent determines otherwise</b>	<ul style="list-style-type: none"> <li>• Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (2-5)</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Expulsion may be recommended</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Expulsion recommendation</li> </ul>
48900(b) Possession, sale, or furnishing any knives, firearms, or other dangerous objects  <b>*Possession of firearm is a mandatory suspension and recommendation for expulsion</b>	<ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Recommendation for Expulsion</li> <li>• Notify police in case of possession of firearm or knife</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (2-5)</li> <li>• Recommendation for Expulsion</li> <li>• Notify police in case of possession of firearm or a knife</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for Expulsion</li> <li>• Notify police in case of possession of firearm or knife</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>

<p>48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance or an intoxicant of any kind</p> <p><b>*For possession or sale of controlled substance (drugs, not alcohol), please see also EC 48915(a)(1)(C) and 48915(c)(3), below.</b></p> <p><b>Under the Influence</b></p> <p><b>Possession</b></p> <p><b>Furnishing</b></p> <p><b>Sale</b></p> <p><b>Police Notification for all substance violations</b></p>	<ul style="list-style-type: none"> <li>• Suspension (1-3)</li> <li>• Counseling</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (1-5)</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Recommendation for expulsion</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion - <i>mandatory</i></li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Counseling and/or community service</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Counseling and/or community service</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Recommendation for expulsion</li> </ul> <ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> </ul> <ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Recommendation for expulsion</li> </ul> <ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect.</li> </ul> <ul style="list-style-type: none"> <li>• Prior action in effect.</li> </ul> <ul style="list-style-type: none"> <li>• Prior action in effect.</li> </ul> <ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900(d) Offering, arranging, or negotiating to sell drugs, alcohol or any intoxicant and then substituting a look-alike substance intended to represent drugs, alcohol, or an intoxicant</p> <p><b>Police Notification</b></p>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Counseling</li> <li>• Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5) and</li> <li>• Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900(e) Committed or attempted to commit robbery or</p>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5) and</li> <li>• Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>

extortion. 48900 (e) cont.				
<b>Police Notification</b>				

**Students may be suspended only after other means of correction have been attempted and documented for an offense listed in Education Code 48900 (f)-(r) and (t) and .2, .3, .4, and .7 unless the student's presence causes a danger to persons.**

<b>Education Code Violation</b>	<b>1st Intervention/Consequence</b>	<b>2nd Intervention/Consequence</b>	<b>3rd Intervention/Consequence</b>	<b>4th Intervention/Consequence</b>
48900(f)* Caused or attempted to cause damage to school or private property (including graffiti)	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (2-4)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>
48900(g)* Stealing, or attempting to steal school or private property	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-2)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (2-4)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> <li>•Restitution</li> </ul>
48900(h)* Possessed or used tobacco or nicotine products (additional consequences may be applied for use on the school bus)	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Counseling</li> </ul>
48900(i)* Committed an obscene act or engaged in habitual profanity or vulgarity				
<b>Obscene act/gesture</b>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>
<b>Profanity</b>	<ul style="list-style-type: none"> <li>•AMC</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (2-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> </ul>
48900(j)* Possessed, offered, arranged, or negotiated to sell any drug paraphernalia	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (2-4)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>
48900(k)* Willful defiance and/or disruption of school activities and/or the learning environment	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Contact SRO if necessary</li> </ul>
<b>No suspension or</b>				

<b>recommendation for expulsion for any student under this section in Tk-8th grade.</b>				
48900(l)* Knowingly received stolen school or private property	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Restitution</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Restitution</li> </ul>
48900(m)* Possession of an imitation firearm that is substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-5)</li> <li>•Confiscate object</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> <li>•Confiscate object</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Confiscate object</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Confiscate object</li> <li>•Recommendation for expulsion</li> </ul>
48900(n) Committed sexual assault or battery <i>See Definition</i>  <b>Police Notification</b>  <b>Notify District's Title IX Coordinator before suspension or expulsion</b>	<ul style="list-style-type: none"> <li>•Suspension (5) and</li> <li>•Recommendation for expulsion-<i>mandatory</i></li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>
48900(o)* Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding for the purpose of intimidation or retaliation	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> <li>•Notify Police</li> </ul>
48900(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma  <b>Police Notification</b>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (5) and</li> <li>•Recommendation for expulsion</li> </ul> <p>If sold recommendation for expulsion-<i>mandatory</i></p>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>

48900(q)*Engaged or attempted to engage in an act of hazing initiation or pre-initiation into a student organization  <i>See Definition</i>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> <li>•Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>
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Education Code Violation	1st Intervention/Consequence	2nd Intervention/Consequence	3rd Intervention/Consequence	4th Intervention/Consequence
48900 (r)* Engaged in an act of bullying, including, but not limited to electronic act, directed toward a pupil or school personnel  <b>*If allegation of bullying is based upon a protected characteristic (disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with one or more of these actual or perceived characteristics of the persons perceived to have any of those characteristics) contact District’s UCP Coordinator before beginning investigation.</b>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-2)</li> <li>•Refer bully and bullied students to school counselor</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Refer bully or bullied students to counseling if either it is a new bully or a new student being bullied</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Recommendation for expulsion</li> <li>•Refer bully or bullied students to counseling if either it is a new bully or a new student being bullied</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>
48900(t)* Aiding or abetting infliction or attempted infliction of physical injury to another person	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-2)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>
48900.2 Committed sexual harassment (grades 4 -12) <i>See Definition</i>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-3)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>
48900.3 Caused, attempted to cause, threatened to cause, or participated in any act of, hate violence (grades 4-12) <i>See Definition</i>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> <li>•Counseling</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>•Prior action in effect</li> </ul>
48900.4 Engaged in harassment, threats, or	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (1-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (3-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation</li> </ul>



intimidation, directed against school district personnel or pupils. (grades 4-12) <i>See Definition</i>				for expulsion
48900.7 Making terroristic threats against students, school officials and/or property  <b>Police Notification</b>	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Suspension (1-5)</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension (5)</li> <li>•Recommendation for expulsion</li> </ul>	•Prior action in effect	•Prior action in effect

\* E.C. 48900.5 states that suspension may occur on the first offense only if "the pupil's presence causes a danger to persons."

<b>Education Code Violation</b>	<b>1st Intervention/Consequence</b>	<b>2nd Intervention/Consequence</b>	<b>3rd Intervention/Consequence</b>	<b>4th Intervention/Consequence</b>
48915(a)(1)(A) Causing serious physical injury to another person except in self-defense.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(B) Possession of any knife, or other dangerous object of no reasonable use to the pupil.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(C) Possession of any controlled substance (drugs, not alcohol) except for the first offense of possession of not more than one ounce of marijuana.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(D) Robbery or Extortion	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A

	inappropriate.			
48915(a)(1)(E) Assault or battery upon a school employee	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(c)(1) Possession, selling, or otherwise furnishing a firearm.	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(2) Brandishing a knife.	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(3) Selling a controlled substance (drugs, not alcohol).	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(4) Committing or attempting to commit sexual assault or battery  <b>Notify Police</b>  <b>Notify Title IX Coordinator</b>	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(5) Possession of an explosive <b>See Definition</b>	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A

Additional student infractions not categorized under California Education Code sections 48900 or 48915:

Student Infraction	1st Intervention/Consequence	2nd Intervention/	3rd, Subsequent Intervention/Consequen	4th Intervention/Consequence
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		<b>Consequence</b>	<b>ce</b>	
Gang gesturing/writing.	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Social justice group</li> <li>•Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Social justice group</li> <li>•SST/IPT referral</li> <li>•ISS 1-2 days</li> <li>Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•SST/IPT/Counseling report</li> <li>•Suspension 1-3 days</li> <li>•Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>SST/IPT/Counseling report</li> <li>•Suspension 2-5 days</li> <li>•Contact SRO</li> </ul>
Non-school related use of electronic device, phone and/or other signaling device.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•Confiscate device and written warning to the student</li> <li>•Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•ISS 1-2 days</li> <li>•Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•ISS 2-3 days</li> <li>•Parent must pick up the item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•ISS 3-4 days</li> <li>•Parent must pick up item</li> <li>•Suspension 1-3 days</li> </ul>
"No show" to detention assigned by an administrator.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent Contact</li> <li>•Detentions are doubled if not served.</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•2<sup>nd</sup> missed lunch detention will result in after school detention.</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•2 after school detentions</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Conference</li> <li>•Saturday School</li> <li>•In school suspension</li> </ul>
Exhibiting pre-fight behavior such as name-calling, insults, challenging to fight, squaring off, or using words likely to cause a physical altercation, etc.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent conference</li> <li>•Peer Mediation/Peer relations group</li> <li>•2 days after-school detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Peer Mediation/Peer relations group</li> <li>•ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Peer Mediation/Peer relations group</li> <li>•ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Peer Mediation/Peer relations group</li> <li>•Saturday School</li> </ul>
Violation of hands-off (i.e., pushing, grabbing, hitting, spitting, etc.).	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent Contact</li> <li>Peer Mediation/Peer relations group</li> <li>•Detention 2-4 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>Peer Mediation/Peer relations group</li> <li>•Counseling referral</li> <li>•ISS 2-3 days</li> <li>•Saturday School</li> <li>•Suspension 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Peer Mediation/Peer relations group</li> <li>•Counseling referral</li> <li>•ISS 3-4 days</li> <li>•Saturday School</li> <li>•Suspension 2-3 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Conference</li> <li>•Peer Mediation/Peer relations group</li> <li>•SST/IPT Counseling report</li> <li>•Suspension 3-5 days</li> </ul>
Inappropriate use of school phone, cell phone, or public phone.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent Contact</li> <li>•Confiscate device and warn student</li> <li>•Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 1-2 days</li> <li>•Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 2-3 days</li> <li>•Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 3-4 days</li> <li>•Parent must pick up item</li> <li>•Suspension 1-3 days.</li> </ul>
Possession of laser pen, stink bomb, poppers, water balloons, squirt gun, etc., water/food fights	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent Contact</li> <li>•Confiscate device and warn student</li> <li>•After School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 1-2 days</li> <li>•Parent must pick</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 2-3 days</li> <li>•Parent must pick up</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> <li>•ISS 3-4 days</li> <li>•Parent must pick up</li> </ul>

of any kind.	<ul style="list-style-type: none"> <li>•Detention</li> <li>•Parent must pick up item</li> </ul>	up item	item	item at the end of the school year <ul style="list-style-type: none"> <li>•Suspension 1-3 days</li> </ul>
Unauthorized area.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•After school detention</li> </ul>	<ul style="list-style-type: none"> <li>•After school detention 2 days</li> <li>•Parent may be required to supervise next lunch</li> </ul>	<ul style="list-style-type: none"> <li>•After school detention 2 days</li> <li>•After School Detention</li> <li>•ISS 1-2 days</li> <li>•Parent may be required to supervise next lunch</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 1-2 days</li> <li>•Suspension 1-3 days</li> </ul>
Buying or selling meal tickets, food, drinks, or any other unauthorized material.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•After School</li> <li>•Detention</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•After School</li> <li>•Detention</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•After School Detention</li> <li>•Saturday School</li> <li>•ISS 2-3 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•Suspension 1-2 days</li> </ul>
Falsifying or altering documents, misuse of passes, wrongful possession of school materials, etc.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Confiscate item</li> <li>•Parent conference</li> <li>•Counselor/Student conference</li> <li>•After School</li> <li>•Detention</li> </ul>	<ul style="list-style-type: none"> <li>•Confiscate item</li> <li>•Parent conference</li> <li>•Counselor/Student conference</li> <li>•After School</li> <li>•Detention</li> <li>•Restorative Justice program</li> </ul>	<ul style="list-style-type: none"> <li>•Confiscate item</li> <li>•Parent conference</li> <li>•Counselor/Student conference</li> <li>•Saturday School 1-3 days</li> <li>•ISS 1-2</li> </ul>	<ul style="list-style-type: none"> <li>•Confiscate item</li> <li>•Parent conference</li> <li>•Counselor/Student conference</li> <li>•ISS 2-3</li> </ul>
Gambling in any form (pitching coins, dice, wagering with cards, etc.).	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•ISS 2-3 days</li> <li>•Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•ISS 3-4 days</li> <li>•Suspension 1-3 days</li> <li>•Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•Suspension 3-5 days</li> <li>•Notify SRO</li> </ul>
Loitering/trespassing on another school campus.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Warning</li> <li>•After-School Detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Warning</li> <li>•After-School</li> <li>•Detention</li> <li>•Saturday School 1 day</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Warning</li> <li>•After-School Detention</li> <li>•ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Suspension 1-2 days</li> <li>•Saturday School 1-2 days</li> <li>•Notify SRO</li> </ul>
Violation of dress code.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Student referral to office to change clothing</li> <li>•Parent contact</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Counselor/Student conference</li> <li>•Student referral to office to change clothing</li> <li>•After school detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Counselor/Student conference</li> <li>•Student referral to office to change clothing</li> <li>•After school detention, 2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Counselor/Student conference</li> <li>•Student referral to office to change clothing</li> <li>•Saturday School Detention 1-2 days</li> </ul>
Tampering with or signaling false fire alarm, fraudulent or unauthorized use of 911.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•Counseling</li> <li>•Referral</li> <li>•Notify Fire</li> <li>•Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•SST/IPT referral</li> <li>•Counseling referral</li> <li>•Suspension 1-2 days</li> <li>•Notify fire</li> <li>•Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•SST/IPT referral</li> <li>•Counseling referral</li> <li>•Suspension 2-3 days</li> <li>•Notify fire</li> <li>•Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•SST/IPT referral</li> <li>•Counseling referral</li> <li>•Suspension 3-4 days</li> <li>•Notify fire</li> <li>•Marshall/SRO</li> </ul>
Possession or use	•AMC	•Parent	•Parent conference	•Parent conference

of matches or lighter.	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Confiscate item</li> <li>•After school detention 2-4 days</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>conference</li> <li>•Confiscate item</li> <li>•Daily a.m. office backpack search</li> <li>•After school detention 2-4 days</li> <li>•Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Confiscate item</li> <li>•Daily a.m. office backpack search</li> <li>•ISS 1-3 days</li> <li>•After school detention 2-4 days</li> </ul>	<ul style="list-style-type: none"> <li>•Confiscate item</li> <li>•Daily a.m. office backpack search</li> </ul>
Habitually unprepared for class.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Daily home contact log</li> <li>•Detention 1-2 days</li> <li>•Refer to SST/IPTIPT</li> <li>•Refer to parent liaison</li> <li>•Parent contact by teacher</li> </ul>	<ul style="list-style-type: none"> <li>•Parent/teacher conference</li> <li>•Daily home contact log</li> <li>•Saturday School</li> <li>•Parent may be requested to attend school with the student</li> </ul>	<ul style="list-style-type: none"> <li>•Parent/teacher conference</li> <li>•Daily home contact log</li> <li>•Saturday School</li> <li>•Parent may be requested to attend school with the student</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Daily home contact log</li> <li>•ISS 1-2 days</li> <li>•Counselor/Parent/teacher conference</li> </ul>
Habitual or egregious cheating.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Teacher conference with student, grade of zero</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Referral to</li> <li>•Counselor</li> <li>•Detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Referral to Counselor</li> <li>•After School/Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Saturday School</li> <li>•ISS 1-2 days</li> </ul>
Reckless riding, continued defiance of bike rules, riding skateboards, roller skates, roller blades, scooters, etc. on school campus.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Confiscate item</li> <li>•Parent must pick up item</li> <li>•After school detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•ISS 1-2 days</li> <li>•Saturday School 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•ISS 1-2 days</li> <li>•Saturday School 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Confiscate item</li> <li>•ISS 3-4 days</li> <li>•Saturday School 1-2 days</li> </ul>
Misuse of computer network account and password; allowing another student to use a student's network account and password, or using another student's network account.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>Suspend student's use of</li> <li>•Internet for one trimester/semester</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>ISS 3-4 days and suspend student's use of</li> <li>•Internet for one trimester/semester</li> <li>•Suspend 1-5 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 3-4 days and suspend student's use of Internet for one trimester/semester</li> <li>•Suspend 1-5 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Suspension 1-5 days and suspend student's use of Internet for remainder of year</li> </ul>
Theft or unauthorized possession and/or use of a network account—theft of an account by watching another student or staff member log on, or by other means.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•ISS 1-2 days</li> <li>•Remove student from use of Rio network for one semester/trimester</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 3-4 days</li> <li>•Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 3-4 days</li> <li>•Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>•Saturday school 1-2 days</li> <li>•Remove student from use of Rio network for remainder of year</li> </ul>
Violation of	•AMC	•Parent contact	•Parent contact	•Parent conference

computer and/or network security.	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•After school reflective paper</li> </ul>	<ul style="list-style-type: none"> <li>•Saturday school 1-2 days</li> <li>•Remove student from use of Rio network for one trimester</li> </ul>	<ul style="list-style-type: none"> <li>•Saturday school 1-2 days</li> <li>•Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>•ISS 1-2 days</li> <li>•Remove student from use of Rio network for remainder of year</li> </ul>
<b>Student Infraction</b>	<b>1st Intervention/Consequence</b>	<b>2nd Intervention/Consequence</b>	<b>3rd, Subsequent Intervention/Consequence</b>	<b>4th Intervention/Consequence</b>
Defiance of authority including lying and refusing to provide or falsifying information, etc.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent contact</li> <li>•2-4 detentions</li> <li>•Saturday School 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Saturday School 3-4 days</li> <li>•Anger management counseling</li> <li>•Facilitated mediation</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 2-4 days</li> <li>•Saturday School 3-4 days</li> <li>•Anger management counseling</li> <li>•Facilitated mediation</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> </ul>
Intimidating or menacing school personnel or students including hand gestures, written materials, or verbal comments, etc.	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent conference</li> <li>•Social justice group</li> <li>•Saturday School 2 days</li> <li>•ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 2-4 days</li> <li>•Saturday School 4 days</li> <li>•SST/IPT referral</li> <li>•Suspension 1-5 days</li> <li>•Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•ISS 2-4 days</li> <li>•Saturday School 4 days</li> <li>•SST/IPT referral</li> <li>•Suspension 3-5 days</li> <li>•Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Suspension 5 days</li> <li>•Parent conference</li> <li>•Notify SRO</li> </ul>
Tardy EC 48260	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Office referral</li> <li>•Detention</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Detention</li> <li>•Referral to school counselor</li> <li>•SART</li> </ul>	<ul style="list-style-type: none"> <li>•Parent contact</li> <li>•Detention</li> <li>•SART referral</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•SARB referral</li> </ul>
Truancy (part or entire day) EC 48260	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Parent conference</li> <li>•Detention</li> <li>•Saturday School</li> <li>•SART</li> <li>•Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Saturday School</li> <li>•SART</li> <li>•Contact SRO</li> <li>•Referral to school counselor</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Saturday School</li> <li>•SART</li> <li>•Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>•Parent conference</li> <li>•Saturday School, 2 days</li> <li>•SARB referral</li> <li>•Contact SRO</li> </ul>
Teacher Class Suspension EC 48910	<ul style="list-style-type: none"> <li>•AMC</li> <li>•Teacher must notify parent</li> <li>•Office referral</li> <li>•Counselor/Student conference</li> <li>•Use district approved form</li> <li>•Includes required parent conference with individual teacher</li> </ul>	<ul style="list-style-type: none"> <li>•Teacher must notify parent</li> <li>•Office referral</li> <li>•Use district approved form</li> <li>•Includes required parent conference with individual teacher and administrator</li> </ul>	<ul style="list-style-type: none"> <li>•Teacher must notify the parent</li> <li>•Office referral</li> <li>•Use district approved form</li> <li>•Includes required parent conference with individual teacher and administrator</li> </ul>	<ul style="list-style-type: none"> <li>•Use district approved form</li> <li>•Includes required parent conference with individual teacher</li> <li>•IPT/SST</li> </ul>
Off Campus	<ul style="list-style-type: none"> <li>•AMC</li> </ul>	<ul style="list-style-type: none"> <li>•Parent</li> </ul>	<ul style="list-style-type: none"> <li>•Parent Conference</li> </ul>	<ul style="list-style-type: none"> <li>•As per truancy</li> </ul>

without permission	<ul style="list-style-type: none"> <li>●Parent contact</li> <li>●Saturday School</li> <li>●After-School</li> <li>●Detention</li> <li>●Suspension</li> <li>●Contact SRO</li> </ul>	Conference <ul style="list-style-type: none"> <li>●Refer to SST/IPT</li> <li>●As per truancy</li> </ul>	<ul style="list-style-type: none"> <li>●Refer to SST/IPT</li> <li>●As per truancy</li> </ul>	
Disorderly Conduct on Bus*  *See Bus discipline matrix below for additional consequences for bus rule violations.	<ul style="list-style-type: none"> <li>●AMC</li> <li>●Warning letter</li> <li>●Parent Contact</li> </ul>	<ul style="list-style-type: none"> <li>●Parent Contact</li> <li>●Saturday School</li> <li>●May result in denial of transportation for a limited time dependent upon infraction</li> </ul>	<ul style="list-style-type: none"> <li>●Parent Contact</li> <li>●Saturday School</li> <li>●May result in denial of transportation for a limited time dependent upon infraction</li> </ul>	<ul style="list-style-type: none"> <li>●Parent Contact</li> <li>●May result in denial of transportation for remainder of the year dependent upon infraction</li> </ul>
Daily planner not signed by parent for 2 consecutive weeks*  *The parent is contacted to confirm the student is giving it to the parent.	<ul style="list-style-type: none"> <li>●2<sup>nd</sup> Week not signed</li> <li>●AMC</li> <li>●Parent contact 5 days lunch detention, or 1 after school detention</li> </ul>	<ul style="list-style-type: none"> <li>●3<sup>rd</sup> Week not signed</li> <li>Referral to Admin.</li> <li>Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>●3<sup>rd</sup> Week not signed</li> <li>●Referral to Admin.</li> <li>Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>●4<sup>th</sup> Week not signed</li> <li>●Parent Conference</li> <li>Saturday School</li> </ul>
Violation of Classroom/School Rules	<ul style="list-style-type: none"> <li>●AMC</li> <li>●Parent contact</li> </ul>	<ul style="list-style-type: none"> <li>●AMC</li> <li>●Parent Contact</li> <li>●Refer to SST/IPT</li> </ul>	<ul style="list-style-type: none"> <li>●Parent Contact</li> <li>●After School</li> <li>●Detention</li> <li>●Referral to District Behavior Specialist</li> </ul>	<ul style="list-style-type: none"> <li>●Parent Contact</li> <li>●Referral to District Behavior Specialist</li> <li>●Referral to Principal</li> </ul>
Cheating, Academic Dishonesty	<ul style="list-style-type: none"> <li>●AMC</li> <li>●Teacher conference with student, grade of zero</li> </ul>	<ul style="list-style-type: none"> <li>●Parent contact</li> <li>●Referral to</li> <li>●Counselor</li> <li>●Detention</li> </ul>	<ul style="list-style-type: none"> <li>●Parent contact</li> <li>●Referral to Counselor</li> <li>●After School/Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>●Parent conference</li> <li>●Saturday School</li> <li>●ISS 1-2 days</li> </ul>

## Bus Discipline Matrix

If there are unsafe driving conditions the driver should address the concerns immediately, or as soon as deemed safe by the driver.

The Driver shall determine:

1. If it is safe to continue the route,
2. If the bus can be returned safely to the school site,
3. If the bus should pull over until the site or other designated district administrator can arrive to address the situation with students and supervise the remainder of the route.

The Driver shall communicate with the school site to determine next steps.

If students are engaged in unsafe behavior the route may be delayed and/or parents may be required to pick up their student at the school site.

Additionally, once the immediate safety concerns have been addressed, students will be provided appropriate consequences by the school administrator based on the discipline matrix below.\*

Site administrators may notify the parents and the transportation department about the consequences within 24 hours of the violation.

<b>Rule Violation</b>	<b>1st Intervention/ Consequence</b>	<b>2nd Intervention/ Consequence</b>	<b>3rd Intervention/ Consequence</b>	<b>4th Intervention/ Consequence</b>
The student was not following the instructions and directions of the bus driver at all times.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Assigned specific seating on the bus</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for a week</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privilege</li> </ul>
The student was not arriving at their designated bus stop on time and/or standing in a safe place at the stop to wait quietly for the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for five or more days</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was not entering the bus in an orderly manner and going directly to his or her seat.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Assigned specific seating on the bus</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was not remaining seated with passenger restraint systems fastened (when available and required). The student was not remaining seated while the bus was in motion.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for a week.</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was blocking the aisle or emergency exit with their body or personal	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for a week</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privileges</li> </ul>



belongings.				
The student engaged in behavior that was not courteous to the driver, such as using vulgarity, being rude, or using abusive behavior.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning.</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student engaged in behavior that distracted the driver, such as loud talking, inappropriate noises, scuffling or fighting, throwing objects, or standing or changing seats.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> <li>• Suspension from bus for three days if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> <li>• Suspension from bus for five days if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for five days.</li> <li>• Suspension from the bus for two weeks if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privileges</li> </ul>
The student was eating or drinking while riding the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Possible loss of bus privileges if behavior continues</li> </ul>
The student was using tobacco or vape products, or other illegal substances.	<ul style="list-style-type: none"> <li>• Written warning for tobacco use/possession</li> <li>• Suspension suspended from the bus for three days and/or consistent with school site discipline</li> <li>• Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days.</li> <li>• Suspension from the bus for three days and/or consistent with school site discipline.</li> <li>• Notification of law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for five days.</li> <li>• Suspension from the bus for three days and/or consistent with school site discipline.</li> <li>• Notification of law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privileges</li> </ul>

The student used an electronic device on the bus not permitted at school or the use of a cellular telephone or similar device disrupted the safe operation of the school bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student put a part of their body out of the window.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was littering on the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may receive a verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may receive a written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may be suspended from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student damaged or defaced the bus or tampered with bus equipment.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for five days.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two weeks or more</li> <li>• Loss of bus privileges if behavior continues</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>
The student brought an animal on the	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days</li> </ul>

bus (not including service animals)			for one day	or more <ul style="list-style-type: none"> <li>Loss of bus privileges if behavior continues.</li> </ul>
The student did not remain seated until the bus came to a complete stop or wait for the signal from the driver to unfasten any restraint system, enter the aisle, and go directly to the exit.	<ul style="list-style-type: none"> <li>AMC</li> <li>Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Written warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for a week</li> <li>Loss of bus privileges if behavior continues</li> </ul>
The student was not alert for traffic when leaving the bus and did not follow the district's transportation safety plan when crossing the road and exiting the bus.	<ul style="list-style-type: none"> <li>AMC</li> <li>Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Written warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for a week</li> <li>Loss of bus privileges if behavior continues</li> </ul>
The student engaged in any other unsafe condition deemed by the driver to put themselves, other students, the driver, or any civilians in danger. (Some examples may include, fighting, dangerous objects, lasers, etc.)	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for two or more days and/or consistent with school site discipline.</li> <li>Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for three or more days and/or consistent with school site discipline.</li> <li>Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for five or more days and/or consistent with school site discipline.</li> <li>Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>Loss of bus privileges</li> <li>Notification of law enforcement</li> </ul>

\*Additional school consequences may be applied based on the Rio School District Discipline Matrix and/or previous school site offenses.

## DEFINITIONS:

**Assault:** An unlawful attempt, coupled with present ability, to commit a violent injury to someone.

**Behavior Contract:** This is a contract written by the classroom teacher for the purpose of assisting the student with a specific behavior.

**Bullying:** means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following: (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property. (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health. (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance. (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

**Bystander:** This is a student who verbally encourages negative behavior to continue. These behaviors may include but are not limited to: remaining at a fight even when directed to leave, saying things to encourage the fight to continue.

**Battery:** A willful and unlawful use of force or violence upon another and where there is a clear victim and clear abuser.

**Dangerous Object:** Any object used in a dangerous way or an object that might cause harm to the student or others. Examples include, but are not limited to: safety pins, laser pointers, paper clips that are opened.

**Detention:** A student is assigned to a supervised area for a specified period of time before or after school, or at lunch. Students may not be detained for more than one hour after the close of the maximum school day, unless otherwise arranged with the parent/guardian. If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. The student shall not be detained unless the principal or designee notifies the parent/guardian. If, after talking with the parent, the student is unable to remain after school on that day, another day will be arranged (including Saturday, where applicable).

**Expulsion:** Expulsion means the removal of the student from their school for a specified amount of time. When a school site recommends expulsion, the site will forward the request to the Director of Student Services. The Student Services Department will notify the family to arrange for a meeting to discuss the recommendation.

**Explosive:** Defined as "a destructive device" which includes, but is not limited to: bomb, grenade, rocket with propellant charge of greater than 4 ounces, missile with a charge of greater than 1/4 ounce, mine, similar devices, a weapon that can expel a projectile by explosive or propellant action, and parts which can be assembled into a destructive device.

**Extortion:** Using threats to obtain money or property from others.

**Fight:** Mutual combat. A physical confrontation between two or more students.

**Hate Violence:** Willful interference with or threatening another person's personal or property rights due to his/her race, ethnicity, national origin, religion, disability or sexual orientation.

**Harassment, Threats & Intimidation:** Intentionally engaged in harassment, threats or intimidation directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and expected effect of materially disrupting class work, creating substantial disorder and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

**Obscene Act/Gesture:** Any act or gesture that is considered offensive to others. Examples include, but are not limited to: using inappropriate hand gestures, rotating ones hips in a suggestive manner, or other similar behaviors.

**Knife:** As used in this section, 'knife' means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for

stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding blade that locks into place, or a razor with an unguarded blade (EC 48915(g)).

**Robbery:** Taking property by the use of violence (PC 211).

**Serious Bodily Injury:** A serious impairment of physical condition including, but not limited to, the following: loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement. (PC 243)

**Sexual Battery:** As described in Penal Code section 243.4(d)(1): "Any person who touches an intimate part of another person, if the touching is against the will of the person touched, and is for the specific purpose of sexual arousal, sexual gratification, or sexual abuse." Intimate part means the "sexual organ, anus, groin, or buttocks of any person, and the breast of a female."

**Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature, if this behavior is sufficiently severe or pervasive to have a negative impact on the individual's academic performance, or creates an intimidating, hostile or offensive educational environment.

**Student Success Team (SST):** School-based teams who explore, in a structured procedure, alternatives for students experiencing attendance, academic, and/or behavioral problems.

**Student Success Team (SST)/ Intervention Progress Team (IPT):** School-based teams who explore, in a structured procedure, alternatives for students experiencing attendance, academic, and/or behavioral problems.

**School Attendance Review Board (SARB):** Multi-disciplinary team at the District level. SARB committee is made up of school employees and community agencies who meet to discuss issues involving severe attendance and/or behavior issues. Referrals can be made to law enforcement and/or the District Attorney's Office for failure to follow the SARB directives.

**Truancy:** It is the expectation of this district that alternatives to suspension or expulsion be imposed against any pupil who is truant, tardy or otherwise absent from school activities. Students may be asked to serve detention before or after school or during lunch time. Students may also be asked to attend Friday and/or Saturday School to make up for lost instructional time.

FOR REFERENCE:

**Ed Code 48901.7. Smartphone Use**

(a) The governing body of a school district, a county office of education, or a charter school may adopt a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a school site or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school.

(b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using a smartphone under any of the following circumstances:

(1) In the case of an emergency, or in response to a perceived threat of danger.

(2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil to possess or use a smartphone, subject to any reasonable limitation imposed by that teacher or administrator.

(3) When a licensed physician and surgeon determines that the possession or use of a smartphone is necessary for the health or well-being of the pupil.

(4) When the possession or use of a smartphone is required in a pupil's individualized education program or Section 504 Plan.



## Rio School District Progressive Discipline Guide 6th-8th Grade

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The Rio School District recognizes that to maximize the learning potential of each student the school environment must be safe, secure and peaceful. The following guidelines, in accordance with Education Code and Board Policy, are enforced district wide in a fair and consistent manner.

The Progressive Discipline Plan was developed for all schools within the Rio School District and outlines the Alternative Means of Correction that school sites may use, as well as consequences that may be issued for inappropriate student behaviors. Each administrator must consider the age, intent, and prior offenses of the student in determining the appropriate consequences. Situations not specifically addressed in this plan or unusual or extreme cases will be dealt with in accordance with District Policy and the California Education Code. If action warrants, students may be given consequences of second, third, or fourth offense on the first offense.

**Alternative Means of Correction (AMC) may include, but are not limited to (no particular order):**

- |   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>● Parent/Teacher Conference</li> <li>● Parent/Student/School Personnel Conference</li> <li>● Parent Contact</li> <li>● Warning (Verbal/Written)</li> <li>● Time Out in Buddy Class</li> <li>● Citation may be Issued by School Resource Officer</li> <li>● Detention</li> <li>● Alternate Seating</li> <li>● Peacebuilder or other positive behavior support/character building program Lesson/Reflection</li> </ul> | <ul style="list-style-type: none"> <li>● Exclusion from School Activities</li> <li>● Behavior Contract</li> <li>● Conflict Mediation</li> <li>● Community Referral/Services</li> <li>● Parent accompany child in class</li> <li>● Parent Escort Student to/from School</li> <li>● No Contact Contract</li> <li>● Referral to counselor, social worker, or other school support personnel for case management and counseling</li> <li>● Classroom behavior support</li> <li>● Schedule changes</li> <li>● IEP Review</li> </ul> | <ul style="list-style-type: none"> <li>● Class Meeting</li> <li>● Intervention Progress Team (IPT)/Student Success Team (SST)</li> <li>● School Attendance Review Board (SARB)</li> <li>● Cross Age Mentoring</li> <li>● Projects on Campus</li> <li>● Community Service</li> <li>● Counseling</li> <li>● Restitution</li> <li>● Enrollment in a program for teaching prosocial behavior or anger management</li> <li>● Participation in a restorative justice program</li> <li>● Referral for assessment for Section 504 or special education</li> <li>● Referral to after school programs that address specific behavioral issues</li> </ul> |
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Even though a student may be suspended or recommended for expulsion for violations of Education Code listed below, EC section 48900(w)(2) indicates it is the intent of the legislature that Multi-Tiered Systems of Support (MTSS), including restorative justice practices, trauma informed practices, social and emotional learning, and school wide positive behavior interventions and supports may be used to help pupils gain critical social and emotional skills, receive support to help transform trauma related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

**For offenses 48900 (a)-(e) Alternative Means of Correction (AMC) may be used instead of a suspension, if it more appropriately corrects the behavior and if suspension and expulsion are not mandatory.**

Education Code Violation	1 <sup>st</sup> Intervention/Consequence	2 <sup>nd</sup> Intervention/Consequence	3 <sup>rd</sup> Intervention/Consequence	4 <sup>th</sup> Intervention/Consequence
<p>48900(a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person;</p> <p><i>Threats</i></p> <p><i>Fighting (may include pushing, shoving, punching)</i></p>	<ul style="list-style-type: none"> <li>● Suspension (1-3) and check in with administration upon return</li> <li>● Notify Police</li> </ul> <ul style="list-style-type: none"> <li>● Suspension (1-5) and check in with administration upon return</li> <li>● Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (2-5) and check in with administration upon return</li> <li>● Notify Police</li> </ul> <ul style="list-style-type: none"> <li>● Suspension (2-5) and check in with administration upon return</li> <li>● Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (3-5) and check in with administration upon return</li> <li>● Notify Police</li> </ul> <ul style="list-style-type: none"> <li>● Suspension (3-5) and check in with administration</li> <li>● Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (4-5)</li> <li>● Recommendation for expulsion</li> <li>● Notify Police</li> </ul> <ul style="list-style-type: none"> <li>● Suspension(4-5)</li> <li>● Recommendation for expulsion</li> <li>● Notify Police</li> </ul>
<p>48900(a)(2) Willfully used force or violence upon another person, <i>battery</i></p> <p><b>Police notification if serious physical injury occurs (see definition), and must recommend expulsion unless principal or superintendent determines otherwise</b></p>	<ul style="list-style-type: none"> <li>● Suspension (1-3)</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (2-5)</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Expulsion may be recommended</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5)</li> <li>● Expulsion recommendation</li> </ul>
<p>48900(b) Possession, sale, or furnishing of any knives, firearms, or other dangerous objects</p> <p><b>*Possession of</b></p>	<ul style="list-style-type: none"> <li>● Suspension (5) and Recommendation for expulsion</li> <li>● Notify police in case of possession of firearm, or possession of a knife.</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5) and Recommendation for expulsion</li> <li>● Notify police in case of possession of firearm, or possession of a</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>



<p>firearm is a mandatory suspension and recommendation for expulsion.</p>		<p>knife.</p>		
<p>48900(c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of any controlled substance or an intoxicant of any kind.</p> <p><b>*For possession or sale of controlled substance (drugs, not alcohol), please see also EC 48915(a)(1)(C) and 48915(c)(3), below.</b></p> <p><b>Under the influence</b></p> <p><b>Possession</b></p> <p><b>Furnishing</b></p> <p><b>Sale</b></p> <p><b>Police Notification on all substance violations.</b></p>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Counseling</li> <li>● Suspension (3-5)</li> <li>● Counseling</li> <li>● Police Notification</li> <li>● Recommendation for expulsion</li> <li>● Suspension (5) and Recommendation for expulsion</li> <li>● Counseling</li> <li>● Suspension (5) and Recommendation for expulsion – <i>mandatory</i></li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (4-5)</li> <li>● Counseling and/or community service</li> <li>● Suspension (4-5)</li> <li>● Counseling and/or community service</li> <li>● Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5) and Recommendation for expulsion</li> <li>● Suspension (5) and Recommendation for expulsion</li> <li>● Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> <li>● Prior action in effect</li> <li>● Prior action in effect</li> </ul>

48900(d) Offering, arranging, or negotiating to sell drugs, alcohol or any intoxicant and then substituting a look-alike substance intended to represent drugs, alcohol, or an intoxicant.  <b>Police Notification</b>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Recommendation for expulsion</li> <li>● Counseling</li> <li>● Notify police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5) and</li> <li>● Recommendation for expulsion</li> <li>● Notify police</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>
48900(e) Committed or attempted to commit robbery or extortion. <b>See Definition</b>	<ul style="list-style-type: none"> <li>● Police Notification</li> <li>● Suspension (3-5)</li> <li>● Recommendation for expulsion.</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5) and</li> <li>● Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>
<b>Students may be suspended <u>only</u> after other means of correction have been attempted and documented for an offense listed in Education Code 48900 (f)-(r) and (t) and .2, .3., 4, and .7 unless the student's presence causes a danger to persons.</b>				
48900(f)* Caused or attempted to cause damage to school or private property. (including Graffiti/Tagging)	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Restitution</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (1-5)</li> <li>● Restitution</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (2-5)</li> <li>● Restitution</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5)</li> <li>● Recommendation for expulsion</li> </ul>
48900(g)* Stealing, or attempting to steal school or private property.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Suspension (1-3)</li> <li>● Restitution</li> <li>● Notify police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Restitution</li> <li>● Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5)</li> <li>● Restitution</li> <li>● Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> </ul>
48900(h)* Possessed or used tobacco or nicotine products (additional consequences may be applied for use on the school bus)	<ul style="list-style-type: none"> <li>● AMC</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (1)</li> <li>● Counseling</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (2-3)</li> <li>● Counseling on cessation</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Counseling on cessation</li> </ul>

<p>48900(i)* Committed an obscene act or engaged in habitual profanity or vulgarity.</p> <ul style="list-style-type: none"> <li>● <b>Obscene act/gesture</b></li> <li>● <b>Profanity</b></li> </ul>	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Suspension (1-3)</li> <li>● Notify police</li> <li>● AMC</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (2-5)</li> <li>● Notify police</li> <li>● Suspension (1)</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5)</li> <li>● Recommendation for expulsion</li> <li>● Notify Police</li> <li>● Suspension (2-5)</li> </ul>	<ul style="list-style-type: none"> <li>● Prior action in effect</li> <li>● Suspension (5)</li> </ul>
<p>48900(j)* Possessed, offered, arranged, or negotiated to sell any drug paraphernalia.</p>	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Suspension (1-3)</li> <li>● Counseling</li> <li>● Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (1-5)</li> <li>● Counseling</li> <li>● Notify police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (3-5)</li> <li>● Counseling</li> <li>● Notify police</li> </ul>	<ul style="list-style-type: none"> <li>● Suspension (5)</li> <li>● Recommendation for expulsion</li> </ul>

Education Code Violation	1 <sup>st</sup> Intervention/Consequence	2 <sup>nd</sup> Intervention/Consequence	3 <sup>rd</sup> Intervention/Consequence	4 <sup>th</sup> Intervention/Consequence
48900(k)* Willful defiance and/or disruption of school activities and/or the learning environment  <b>No suspension or recommendation for expulsion for any student under this section in Tk-8<sup>th</sup> grade.</b>	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Contact SRO if necessary</li> </ul>
48900(l)* Knowingly received stolen school or private property	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (1-3)</li> <li>• Restitution</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Restitution and</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Restitution</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> </ul>
48900(m)* Possession of an imitation firearm that is substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (3-5)</li> <li>• Confiscate object</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (4-5)</li> <li>• Confiscate object</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Confiscate object</li> <li>• Recommendation for expulsion</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
48900(n) Committed sexual assault or battery <i>See Definition</i> <b>Police Notification</b>  <b>Notify District's Title IX Coordinator before suspension or expulsion</b>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion - <i>mandatory</i></li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
48900(o) Harassed, threatened, or intimidated a pupil who is a witness in a school disciplinary proceeding for the purpose of intimidation or retaliations	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (1-3)</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
48900(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma  <b>Police Notification</b>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> </ul> <p><b>If sold-recommendation for expulsion-mandatory</b></p>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>

<p>48900(q) Engaged or attempted to engage in an act of hazing initiation or pre-initiation into a student organization (see definition)</p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion and Notify</li> <li>• Police</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
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Education Code Violation	1 <sup>st</sup> Intervention/Consequence	2 <sup>nd</sup> Intervention/Consequence	3 <sup>rd</sup> Intervention/Consequence	4 <sup>th</sup> Intervention/Consequence
<p>48900(r)* Engaged in an act of bullying, including, but not limited to electronic act, directed toward a pupil or school personnel</p> <p><b>*If allegation of bullying is based upon a protected characteristic (disability, gender, gender identify, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with one or more of these actual or perceived characteristics of the persons perceived to have any of those characteristics) contact District's UCP Coordinator before beginning investigation.</b></p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (1-3)</li> <li>• Refer bully and bullied students to school counselor</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (1-5)</li> <li>• Refer bully or bullied students to counseling if either it is a new bully or a new student being bullied</li> </ul>	<ul style="list-style-type: none"> <li>• Recommendation for expulsion</li> <li>• Refer bully or bullied students to counseling if either it is a new bully or a new student being bullied</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900(t) Aiding or abetting infliction or attempted infliction of physical injury to another person</p> <p><b>Police Notification</b></p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (3-5)</li> <li>• Counseling</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (4-5)</li> <li>• Counseling</li> <li>• Notify police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900.2 Committed sexual harassment (grades 4-12)</p> <p><b>See Definition</b></p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (1-3)</li> <li>• Counseling</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Counseling</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Request for expulsion</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900.4 Engaged in harassment, threats, or intimidation, directed against school district personnel or pupils (grades 4-12)</p> <p><b>See Definition</b></p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (1-3)</li> <li>• Counseling</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (3-5)</li> <li>• Counseling</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension (5)</li> <li>• Recommendation for expulsion</li> <li>• Notify Police</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in effect</li> </ul>
<p>48900.7 Making</p>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension (5)</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in</li> </ul>	<ul style="list-style-type: none"> <li>• Prior action in</li> </ul>

terroristic threats against students, school officials and/or property	<ul style="list-style-type: none"> <li>• Recommendation for expulsion</li> <li>• Notify Police</li> </ul>	effect	effect	effect
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\* E.C. 48900.5 states that suspension may occur on the first offense only if "the pupil's presence causes a danger to persons."

Education Code Violation	1 <sup>st</sup> Intervention/ Consequence	2 <sup>nd</sup> Intervention/ Consequence	3 <sup>rd</sup> Intervention/ Consequence	4 <sup>th</sup> Intervention/ Consequence
48915(a)(1)(A) Causing serious physical injury to another person except in self-defense.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(B) Possession of any knife, or other dangerous object of no reasonable use to the pupil.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(C) Possession of any controlled substance (drugs, not alcohol) except for the first offense of possession of not more than one ounce of marijuana.	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(D) Robbery or Extortion	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(a)(1)(E) Assault or battery upon a school employee	5 day home suspension, notify police, and shall make a recommendation for expulsion unless particular circumstances render inappropriate.	5 day home suspension, notify police and recommendation for expulsion	N/A	N/A
48915(c)(1) Possession, selling, or otherwise furnishing a firearm.	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(2) Brandishing a knife.	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A

48915(c)(3) Selling a controlled substance (drugs, not alcohol).	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(4) Committing or attempting to commit sexual assault or battery  <b>Notify Police</b>  <b>Notify Title IX Coordinator</b>	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A
48915(c)(5) Possession of an explosive <b>See Definition</b>	5 day home suspension, notify police, and <b>mandatory</b> recommendation for expulsion.	N/A	N/A	N/A

Additional student infractions not categorized under California Education Code sections 48900 or 48915:

Student Infraction	1 <sup>st</sup> Intervention/Consequence	2 <sup>nd</sup> Intervention/Consequence	3 <sup>rd</sup> Intervention/Consequence	4 <sup>th</sup> Intervention/Consequence
Gang gesturing/writing.	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Social justice group</li> <li>● ISS 1-2 days</li> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Social justice group</li> <li>● SST/IPT referral</li> <li>● ISS 1-2 days</li> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● SST/IPT</li> <li>● Counseling referral</li> <li>● Suspension 1-3 days</li> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● SST/IPT</li> <li>● Counseling referral</li> <li>● Suspension 2-5 days</li> <li>● Contact SRO</li> </ul>
Non-school related use of electronic device, phone, and/or signaling device.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> <li>● Confiscate device and written warning to the student</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● ISS 1-2 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● ISS 2-3 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● ISS 3-4 days</li> <li>● Parent must pick up item</li> <li>● Suspension 1-3 days</li> </ul>
"No show" to detention assigned by an administrator.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent Contact</li> <li>● Detentions are doubled if not served</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● 2<sup>nd</sup> missed lunch detention will result in after school detention.</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● 2 after school detentions</li> <li>● Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● Saturday School</li> <li>● In school suspension</li> </ul>
Exhibiting pre-fight behavior such as name-calling, insults, challenging to fight, squaring off, or using words likely to cause a physical altercation, etc.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent conference</li> <li>● Peer Mediation/Peer relations group</li> <li>● 2 days after-school detention</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● Saturday School</li> </ul>
Violation of hands-off (i.e. pushing, grabbing, hitting, spitting, etc.).	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● Detention 2-4 days</li> <li>● ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● Counseling referral</li> <li>● ISS 2-3 days</li> <li>● Saturday School</li> <li>● Suspension 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Peer Mediation/Peer relations group</li> <li>● Counseling referral</li> <li>● ISS 3-4 days</li> <li>● Saturday School</li> <li>● Suspension 2-3 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● Peer Mediation/Peer relations group</li> <li>● SST/IPT</li> <li>● Counseling referral</li> <li>● Suspension 3-5 days</li> </ul>



Inappropriate use of school phone, cell phone, or public phone.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent Contact</li> <li>● Confiscate device and warn student</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 1-2 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 2-3 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 3-4 days</li> <li>● Parent must pick up item</li> <li>● Suspension 1-3 days.</li> </ul>
Possession of laser pen, stink bomb, poppers, water balloons, squirt gun, etc., water/food fights of any kind.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent Contact</li> <li>● Confiscate device and warn student</li> <li>● After School Detention</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 1-2 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 2-3 days</li> <li>● Parent must pick up item</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> <li>● ISS 3-4 days</li> <li>● Parent must pick up item at the end of the school year</li> <li>● Suspension 1-3 days</li> </ul>
Unauthorized area.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● After school detention</li> </ul>	<ul style="list-style-type: none"> <li>● After school detention 2 days</li> <li>● Parent may be required to supervise next lunch</li> </ul>	<ul style="list-style-type: none"> <li>● After school detention 2 days</li> <li>● After School Detention</li> <li>● ISS 1-2 days</li> <li>● Parent may be required to supervise next lunch</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● ISS 1-2 days</li> <li>● Suspension 1-3 days</li> </ul>
Buying or selling meal tickets, food, drinks, or any other unauthorized material.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> <li>● Confiscate item</li> <li>● After School Detention</li> <li>● Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Confiscate item</li> <li>● After School Detention</li> <li>● Saturday School</li> <li>● ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Confiscate item</li> <li>● After School Detention</li> <li>● Saturday School</li> <li>● ISS 2-3 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Confiscate item</li> <li>● Suspension 1-2 days</li> </ul>
Falsifying or altering documents, misuse of passes, wrongful possession of school materials, etc.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Confiscate item</li> <li>● Parent conference</li> <li>● Counselor/Student conference</li> <li>● After School Detention</li> </ul>	<ul style="list-style-type: none"> <li>● Confiscate item</li> <li>● Parent conference</li> <li>● Counselor/Student conference</li> <li>● After School Detention</li> <li>● Restorative Justice program</li> </ul>	<ul style="list-style-type: none"> <li>● Confiscate item</li> <li>● Parent conference</li> <li>● Counselor/Student conference</li> <li>● Saturday School 1-3 days</li> <li>● ISS 1-2</li> </ul>	<ul style="list-style-type: none"> <li>● Confiscate item</li> <li>● Parent conference</li> <li>● Counselor/Student conference</li> <li>● ISS 2-3</li> </ul>

Student Infraction	1st Intervention/Consequence	2nd Intervention/Consequence	3rd, Subsequent Intervention/Consequence	4 <sup>th</sup> Intervention/Consequence
Gambling in any form (pitching coins, dice, wagering with cards, etc.).	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> <li>● Confiscate item</li> <li>● Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Confiscate item</li> <li>● ISS 2-3 days</li> <li>● Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Confiscate item</li> <li>● ISS 3-4 days</li> <li>● Suspension-1-3 days</li> <li>● Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Confiscate item</li> <li>● Suspension 3-5 days</li> <li>● Notify SRO</li> </ul>
Loitering/trespassing on another school campus.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Warning</li> <li>● After-School Detention</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Warning</li> <li>● After-School Detention</li> <li>● Saturday School 1 day</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Warning</li> <li>● After-School Detention</li> <li>● ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Suspension 1-2 days</li> <li>● Saturday School 1-2 days</li> <li>● Notify SRO</li> </ul>
Violation of dress code.	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Student referral to office to change clothing</li> <li>● Parent contact</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Counselor/Student conference</li> <li>● Student referral to office to change clothing</li> <li>● After school detention</li> </ul>	<ul style="list-style-type: none"> <li>● Parent contact</li> <li>● Counselor/Student conference</li> <li>● Student referral to office to change clothing</li> <li>● After school detention, 2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Counselor/Student conference</li> <li>● Student referral to office to change clothing</li> <li>● Saturday School Detention 1-2 days</li> </ul>
Tampering with or signaling false fire alarm,	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● SST/IPT referral</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● SST/IPT referral</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● SST/IPT referral</li> </ul>

fraudulent or unauthorized use of 911.	<ul style="list-style-type: none"> <li>ISS 1-2 days</li> <li>Counseling Referral</li> <li>Notify fire Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>Counseling referral</li> <li>Suspension 1-2 days</li> <li>Notify fire Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>Counseling referral</li> <li>Suspension 2-3 days</li> <li>Notify fire Marshall/SRO</li> </ul>	<ul style="list-style-type: none"> <li>Counseling referral</li> <li>Suspension 3-4 days</li> <li>Notify fire Marshall/SRO</li> </ul>
Possession or use of matches or lighter.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent contact</li> <li>Confiscate item</li> <li>After school detention 2-4 days</li> <li>Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Confiscate item</li> <li>Daily a.m. office backpack search</li> <li>After school detention 2-4 days</li> <li>Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Confiscate item</li> <li>Daily a.m. office backpack search</li> <li>ISS 1-3 days</li> <li>After school detention 2-4 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Confiscate item</li> <li>Daily a.m. office backpack search</li> </ul>
Habitually unprepared for class.	<ul style="list-style-type: none"> <li>AMC</li> <li>Daily home contact log</li> <li>Detention 1-2 days</li> <li>Refer to SST/IPT</li> <li>Refer to parent liaison for supplies</li> <li>Parent contact by teacher</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent/teacher conference</li> <li>Daily home contact log</li> <li>Saturday School</li> <li>Parent may be requested to attend school with the student</li> </ul>	<ul style="list-style-type: none"> <li>Parent/teacher conference</li> <li>Daily home contact log</li> <li>Saturday School</li> <li>Parent may be requested to attend school with the student</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Daily home contact log</li> <li>ISS 1-2 days (that teacher's class period only)</li> <li>Counselor/Parent/teacher conference</li> </ul>
Habitual or egregious cheating.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent/teacher conference</li> <li>SST/IPT</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent conference</li> <li>Detention 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Referral to counselor</li> <li>Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Referral to counselor</li> <li>Saturday School</li> <li>ISS 1-2 days</li> </ul>
Reckless riding, continued defiance of bike rules, riding skateboards, roller skates, roller blades, scooters, etc. on school campus.	<ul style="list-style-type: none"> <li>AMC</li> <li>Confiscate item</li> <li>Parent must pick up item</li> <li>After school detention</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent conference</li> <li>Confiscate item</li> <li>ISS 1-2 days</li> <li>Saturday School 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Confiscate item</li> <li>ISS 1-2 days</li> <li>Saturday School 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Confiscate item</li> <li>ISS 3-4 days</li> <li>Saturday School 1-2 days</li> </ul>
Misuse of computer network account and password; allowing another student to use a student's network account and password, or using another student's network account.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent contact</li> <li>Suspend student's use of Internet for one trimester/semester</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent conference</li> <li>ISS 3-4 days and suspend student's use of Internet for one trimester/semester</li> <li>Suspend 1-5 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 3-4 days and suspend student's use of Internet for one trimester/semester</li> <li>Suspend 1-5 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Suspension 1-5 days and suspend student's use of Internet for remainder of year</li> </ul>
Theft or unauthorized possession and/or use of a network account—theft of an account by watching another student or staff member log on, or by other means.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent contact</li> <li>ISS 1-2 days</li> <li>Remove student from use of Rio network for one semester/trimester</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 3-4 days</li> <li>Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 3-4 days</li> <li>Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>Saturday school 1-2 days</li> <li>Remove student from use of Rio network for remainder of year</li> </ul>
Violation of computer and/or network security.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent contact</li> <li>After school reflective paper</li> </ul>	<ul style="list-style-type: none"> <li>Parent contact</li> <li>Saturday school 1-2 days</li> <li>Remove student from use of Rio network for one trimester</li> </ul>	<ul style="list-style-type: none"> <li>Parent contact</li> <li>Saturday school 1-2 days</li> <li>Remove student from use of Rio network for remainder of year</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 1-2 days</li> <li>Remove student from use of Rio network for remainder of year</li> </ul>
Defiance of authority including lying and refusing to provide or falsifying information, etc.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent contact</li> <li>2-4 detentions</li> <li>Saturday School 1-2 days</li> <li>Refer to school counselor</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Saturday School 3-4 days</li> <li>Anger management counseling</li> <li>Facilitated mediation</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Saturday School 3-4 days</li> <li>Anger management counseling</li> <li>Facilitated mediation</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> </ul>
Intimidating or menacing school personnel or students including hand gestures, written materials, or verbal comments, etc.	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent conference</li> <li>Social justice group</li> <li>Saturday School 2 days</li> <li>ISS 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 2-4 days</li> <li>Saturday School 4 days</li> <li>SST/IPT referral</li> <li>Referral to school counselor</li> <li>Suspension 1-5 days</li> <li>Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>ISS 2-4 days</li> <li>Saturday School 4 days</li> <li>SST/IPT referral</li> <li>Suspension 3-5 days</li> <li>Notify SRO</li> </ul>	<ul style="list-style-type: none"> <li>Suspension 5 days</li> <li>Parent conference</li> <li>Notify SRO</li> </ul>
Hardy EC 48260	<ul style="list-style-type: none"> <li>AMC</li> <li>Office referral</li> <li>Detention</li> </ul>	<ul style="list-style-type: none"> <li>Parent contact</li> <li>Detention</li> <li>Referral to school counselor</li> <li>SART referral</li> </ul>	<ul style="list-style-type: none"> <li>Parent contact</li> <li>Detention</li> <li>SART referral</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>SARB referral</li> </ul>
Truancy (part or entire day) EC 48260	<ul style="list-style-type: none"> <li>AMC</li> <li>Parent conference</li> <li>Detention</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Saturday School</li> <li>SART</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Saturday School</li> <li>SART</li> </ul>	<ul style="list-style-type: none"> <li>Parent conference</li> <li>Saturday School, 2 days</li> <li>SARB</li> </ul>

	<ul style="list-style-type: none"> <li>● Saturday School</li> <li>● SART</li> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Contact SRO</li> <li>● Referral to school counselor</li> </ul>	<ul style="list-style-type: none"> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Contact SRO</li> </ul>
Teacher Class Suspension EC 48910	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Teacher must contact parent</li> <li>● Office referral</li> <li>● Counselor/Student conference</li> <li>● Includes required parent conference with individual teacher</li> </ul>	<ul style="list-style-type: none"> <li>● Teacher must contact parent</li> <li>● Office referral</li> <li>● Teacher must contact parent</li> <li>● Includes required parent conference with individual teacher and administrator</li> </ul>	<ul style="list-style-type: none"> <li>● Teacher must contact parent</li> <li>● Office referral</li> <li>● Includes required parent conference with individual teacher and administrator</li> <li>● SST/IPTIPT</li> </ul>	<ul style="list-style-type: none"> <li>● Includes required parent conference with individual teacher</li> <li>● Teacher must contact parent</li> <li>● SST/IPTIPT</li> </ul>
Off Campus without permission	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> <li>● Saturday School</li> <li>● After-School Detention</li> <li>● Suspension</li> <li>● Contact SRO</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● Refer to SST/IPT</li> <li>● As per truancy</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● Refer to SST/IPT</li> <li>● As per truancy</li> </ul>	<ul style="list-style-type: none"> <li>● As per truancy</li> </ul>
Disorderly Conduct on Bus*	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Warning letter</li> <li>● Parent Contact</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Saturday School</li> <li>● May result in denial of transportation for a limited time dependent upon infraction</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Saturday School</li> <li>● May result in denial of transportation for a limited time dependent upon infraction</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● May result in denial of transportation for remainder of the year dependent upon infraction</li> </ul>
Daily planner not signed by parent for 2 consecutive weeks*  *The parent is contacted to confirm the student is giving it to the parent.	2 <sup>nd</sup> Week not signed <ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> <li>● 5 days lunch detention, or 1 after school detention</li> </ul>	3 <sup>rd</sup> Week not signed <ul style="list-style-type: none"> <li>● Referral to Admin.</li> <li>● Saturday School</li> </ul>	3 <sup>rd</sup> Week not signed <ul style="list-style-type: none"> <li>● Referral to Admin.</li> <li>● Saturday School</li> </ul>	4 <sup>th</sup> Week not signed <ul style="list-style-type: none"> <li>● Parent Conference</li> <li>● Saturday School</li> </ul>
Violation of Classroom/School Rules	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent contact</li> </ul>	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent Contact</li> <li>● Refer to SST/IPTIPT</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● After School Detention</li> <li>● Referral to District Behavior Specialist</li> </ul>	<ul style="list-style-type: none"> <li>● Parent Contact</li> <li>● Referral to District Behavior Specialist</li> <li>● Referral to Principal</li> </ul>
Cheating, Academic Dishonesty	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent/teacher conference</li> <li>● SST/IPTIPT</li> </ul>	<ul style="list-style-type: none"> <li>● AMC</li> <li>● Parent conference</li> <li>● Detention 1-2 days</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Referral to counselor</li> <li>● Saturday School</li> </ul>	<ul style="list-style-type: none"> <li>● Parent conference</li> <li>● Referral to counselor</li> <li>● Saturday School</li> <li>● ISS 1-2 days</li> </ul>

## Bus Discipline Matrix

If there are unsafe driving conditions the driver should address the concerns immediately, or as soon as deemed safe by the driver.

The Driver shall determine:

1. If it is safe to continue the route,
2. If the bus can be returned safely to the school site,
3. If the bus should pull over until the site or other designated district administrator can arrive to address the situation with students and supervise the remainder of the route.

The Driver shall communicate with the school site to determine next steps.

If students are engaged in unsafe behavior the route may be delayed and/or parents may be required to pick up their student at the school site.

Additionally, once the immediate safety concerns have been addressed, students will be provided appropriate consequences by the school administrator based on the discipline matrix below.\*

Site administrators may notify the parents and the transportation department about the consequences within 24 hours of the violation.

<b>Rule Violation</b>	<b>1st Intervention/ Consequence</b>	<b>2nd Intervention/ Consequence</b>	<b>3rd Intervention/ Consequence</b>	<b>4th Intervention/ Consequence</b>
The student was not following the instructions and directions of the bus driver at all times.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Assigned specific seating on the bus</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for a week</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privilege</li> </ul>
The student was not arriving at their designated bus stop on time and/or standing in a safe place at the stop to wait quietly for the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for five or more days</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was not entering the bus in an orderly manner and going directly to his or her seat.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Assigned specific seating on the bus</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was not remaining seated with passenger restraint systems fastened (when available and required). The student was not remaining seated while the bus was in motion.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for a week.</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was blocking the aisle or emergency exit with their body or personal belongings.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for a week</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privileges</li> </ul>
The student engaged in behavior that was not courteous to the driver, such as	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning.</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days or more</li> </ul>

using vulgarity, being rude, or using abusive behavior.				<ul style="list-style-type: none"> <li>Loss of bus privileges if behavior continues</li> </ul>
The student engaged in behavior that distracted the driver, such as loud talking, inappropriate noises, scuffling or fighting, throwing objects, or standing or changing seats.	<ul style="list-style-type: none"> <li>AMC</li> <li>Written warning</li> <li>Suspension from bus for three days if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for two days</li> <li>Suspension from bus for five days if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for five days.</li> <li>Suspension from the bus for two weeks if fighting, throwing objects or changing seats</li> </ul>	<ul style="list-style-type: none"> <li>Loss of bus privileges</li> </ul>
The student was eating or drinking while riding the bus.	<ul style="list-style-type: none"> <li>AMC</li> <li>Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Written warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for two days or more</li> <li>Possible loss of bus privileges if behavior continues</li> </ul>
The student was using tobacco or vape products, or other illegal substances.	<ul style="list-style-type: none"> <li>Written warning for tobacco use/possession</li> <li>Suspension suspended from the bus for three days and/or consistent with school site discipline</li> <li>Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for two days.</li> <li>Suspension from the bus for three days and/or consistent with school site discipline.</li> <li>Notification of law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for five days.</li> <li>Suspension from the bus for three days and/or consistent with school site discipline.</li> <li>Notification of law enforcement</li> </ul>	<ul style="list-style-type: none"> <li>Loss of bus privileges</li> </ul>
The student used an electronic device on the bus not permitted at school or the use of a cellular telephone or	<ul style="list-style-type: none"> <li>AMC</li> <li>Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Written warning</li> </ul>	<ul style="list-style-type: none"> <li>AMC</li> <li>Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>Suspension from the bus for two days or more</li> <li>Loss of bus privileges if behavior continues</li> </ul>

similar device disrupted the safe operation of the school bus.				
The student put a part of their body out of the window.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student was littering on the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may receive a verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may receive a written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• The student may be suspended from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student damaged or defaced the bus or tampered with bus equipment.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for five days.</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two weeks or more</li> <li>• Loss of bus privileges if behavior continues</li> <li>• Parent/ Guardian will be charged for the cost of repairs</li> </ul>
The student brought an animal on the bus (not including service animals)	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for one day</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for two days or more</li> <li>• Loss of bus privileges if behavior continues.</li> </ul>
The student did not remain seated until the bus came to a complete stop or wait for the signal from the driver to	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for a week</li> <li>• Loss of bus privileges if behavior continues</li> </ul>

unfasten any restraint system, enter the aisle, and go directly to the exit.				
The student was not alert for traffic when leaving the bus and did not follow the district's transportation safety plan when crossing the road and exiting the bus.	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Verbal warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Written warning</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two days</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for a week</li> <li>• Loss of bus privileges if behavior continues</li> </ul>
The student engaged in any other unsafe condition deemed by the driver to put themselves, other students, the driver, or any civilians in danger. (Some examples may include, fighting, dangerous objects, lasers, etc.)	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for two or more days and/or consistent with school site discipline.</li> <li>• Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>• AMC</li> <li>• Suspension from the bus for three or more days and/or consistent with school site discipline.</li> <li>• Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>• Suspension from the bus for five or more days and/or consistent with school site discipline.</li> <li>• Notification of law enforcement.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss of bus privileges</li> <li>• Notification of law enforcement</li> </ul>

\*Additional school consequences may be applied based on the Rio School District Discipline Matrix and/or previous school site offenses.

## DEFINITIONS:

**Assault:** An unlawful attempt, coupled with present ability, to commit a violent injury to someone.

**Behavior Contract:** This is a contract written by the classroom teacher for the purpose of assisting the student with a specific behavior.

**Bullying:** means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following: (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property. (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health. (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance. (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

**Bystander:** This is a student who verbally encourages negative behavior to continue. These behaviors may include, but are not limited to: remaining at a fight even when directed to leave, saying things to encourage the fight to continue.

**Battery:** A willful and unlawful use of force or violence upon another and where there is a clear victim and clear abuser.

**Dangerous Object:** Any object used in a dangerous way or an object that might cause harm to the student or others. Examples include, but are not limited to: safety pins, laser pointers, paper clips that are opened.

**Detention:** A student is assigned to a supervised area for a specified period of time before or after school, or at lunch. Students may not be detained for more than one hour after the close of the maximum school day, unless otherwise arranged with the parent/guardian. If a student will miss his/her school bus on account of being detained after school, or if the student is not transported by school bus, the principal or designee shall notify parents/guardians of the detention at least one day in advance so that alternative transportation arrangements may be made. In cases where the school bus departs more than one hour after the end of the school day, students may be detained until the bus departs. The student shall not be detained unless the principal or designee notifies the parent/guardian. If, after talking with the parent, the student is unable to remain after school on that day, another day will be arranged (including Saturday, where applicable).

**Expulsion:** Expulsion means the removal of the student from their school for a specified amount of time. When a school site recommends expulsion, the site will forward the request to the Director of Student Services. The Student Services Department will notify the family to arrange for a meeting to discuss the recommendation.

**Explosive:** Defined as "a destructive device" which includes, but is not limited to: bomb, grenade, rocket with propellant charge of greater than 4 ounces, missile with a charge of greater than 1/4 ounce, mine, similar devices, a weapon that can expel a projectile by explosive or propellant action, and parts which can be assembled into a destructive device.

**Extortion:** Using threats to obtain money or property from others.

**Fight:** Mutual combat. A physical confrontation between two or more students.

**Hate Violence:** Willful interference with or threatening another person's personal or property rights due to his/her race, ethnicity, national origin, religion, disability or sexual orientation.

**Harassment, Threats & Intimidation:** Intentionally engaged in harassment, threats or intimidation directed against a pupil or group of pupils, that is sufficiently severe or pervasive to have the actual and expected effect of materially disrupting class work, creating substantial disorder and invading the rights of that pupil or group of pupils by creating an intimidating or hostile educational environment.

**Obscene Act/Gesture:** Any act or gesture that is considered offensive to others. Examples include, but are not limited to: using inappropriate hand gestures, rotating ones hips in a suggestive manner, or other similar behaviors.

**Knife:** As used in this section, 'knife' means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 3 1/2 inches, a folding blade that locks into place, or a razor with an unguarded blade (EC 48915(g)).

**Robbery:** Taking property by the use of violence (PC 211).

**Serious Bodily Injury:** A serious impairment of physical condition including, but not limited to, the following: loss of consciousness; concussion; bone fracture; protracted loss or impairment of function of any bodily member or organ; a wound requiring extensive suturing; and serious disfigurement. (PC 243)

**Sexual Battery:** As described in Penal Code section 243.4(d)(1): "Any person who touches an intimate part of another person, if the touching is against the will of the person touched, and is for the specific purpose of sexual arousal, sexual gratification, or sexual abuse." Intimate part means the "sexual organ, anus, groin, or buttocks of any person, and the breast of a female."

**Sexual Harassment:** Unwelcome sexual advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature, if this behavior is sufficiently severe or pervasive to have a negative impact on the individual's academic performance, or creates an intimidating, hostile or offensive educational environment.

**Student Success Team (SST)/Intervention Progress Team (IPT):** School-based teams who explore, in a structured procedure, alternatives for students



experiencing attendance, academic, and/or behavioral problems.

**School Attendance Review Board (SARB):** Multi-disciplinary team at the District level. SARB committee is made up of school employees and community agencies who meet to discuss issues involving severe attendance and/or behavior issues. Referrals can be made to law enforcement and/or the District Attorney's Office for failure to follow the SARB directives.

**Truancy:** It is the expectation of this district that alternatives to suspension or expulsion be imposed against any pupil who is truant, tardy or otherwise absent from school activities. Students may be asked to serve detention before or after school or during lunch time. Students may also be asked to attend Friday and/or Saturday School to make up for lost instructional time.

FOR REFERENCE:

**Ed Code 48901.7. Smartphone Use**

(a) The governing body of a school district, a county office of education, or a charter school may adopt a policy to limit or prohibit the use by its pupils of smartphones while the pupils are at a school site or while the pupils are under the supervision and control of an employee or employees of that school district, county office of education, or charter school.

(b) Notwithstanding subdivision (a), a pupil shall not be prohibited from possessing or using a smartphone under any of the following circumstances:

(1) In the case of an emergency, or in response to a perceived threat of danger.

(2) When a teacher or administrator of the school district, county office of education, or charter school grants permission to a pupil to possess or use a smartphone, subject to any reasonable limitation imposed by that teacher or administrator.

(3) When a licensed physician and surgeon determines that the possession or use of a smartphone is necessary for the health or well-being of the pupil.

(4) When the possession or use of a smartphone is required in a pupil's individualized education program or Section 504 Plan.



## Rio School District Alternative Means of Correction Log

*Pursuant to California Education Code 48900.5 (amended by AB 1729, Ch. 425, statutes of 2012), suspension, including supervised suspension as described in Section 48911.1, shall be imposed only when other means of correction fail to bring about proper conduct. This is particularly true for violations enumerated in Section 48900 (f)-(r) and (t) and .2, .3, .4, and .7, upon first offense, unless the student's presence causes a danger to persons. The alternative means of correction provided must be age appropriate and designed to address and correct the student's specific misbehavior. It is strongly recommended that documentation detailing the alternative means applied be maintained in the student's cumulative record for a minimum period of three years. This log serves as a summary of all the actions taken by the school prior to imposing suspension on a student.*

Student Name:	DOB:	Student ID:	School:	Date of Incident:

**Violation of Ed. Code (s) 48900** (check all that *directly* apply):  a.1  a.2  b.  c.  d.  e./  f.  g.  h.  i.  j.  k.  l.  m.  n.  o.  p.  q.  r.  t.  .2  .3  .4  .7 s  1),  2),  3), and/or  4)

**Narrative of Incident:**

**Date(s) of prior related incidents:**

Alternative Means	Staff/Program Involved	Date(s)	Notes (Outcomes/Follow-up)
Conference with Student			
Conference with Parent/Guardian			
Parent/Teacher Conference			
Parent/Student/School Personnel Conference			
Warning (Verbal/Written)			
Time out in Buddy Class			
Citation by SRO			
Detention			
Alternate Seating			
Peacebuilder or other Positive Behavior support, lesson or reflection			
Parent/Guardian accompany student to class and/or escort student to school			
Referral to: (check all that apply) <input type="checkbox"/> School Counselor <input type="checkbox"/> School Psychologist <input type="checkbox"/> Social Worker/Nurse <input type="checkbox"/> Outside community-based agencies <input type="checkbox"/> Other			
Counseling			
Intervention Progress Team/Student Success Team (IPT/SST)			
Cross Age Mentoring			

Projects on Campus			
Prosocial behavior program			
Anger management program			
Drug and alcohol program			
Restorative Justice program /Conflict Resolution and/or Peer Mediation			
After school detention or Saturday School			
Community Service			
Restitution			
School Attendance Review Board (SARB)			
Positive Behavior Support Plan/Behavior Contract			
Classroom/on-campus positive behavior support or intervention			
No-Contact Contract			
Exclusion from after school activities or nonacademic activities			
Schedule changes			
Referral for a Section 504 Plan or a Special Education assessment			
IEP Review/504 Plan Review			
Class Meeting			
Referral to an after-school program that address specific behavioral issues			
Other:			



Student Name: _____	Grade: _____
Address: _____	
City: _____	CA Zip: _____
Driver Name: _____	Bus #: _____
Date of Incident: _____	Time: _____ AM/PM
School: _____	

### BUS CONDUCT REFERRAL FORM

In order to help ensure the safety and well-being of students, bus drivers, and others, the Governing Board expects students to exhibit appropriate and orderly conduct at all times when using school transportation, including while preparing to ride, riding, or leaving the bus. Students found to be in violation of the district's bus conduct rules shall be subject to discipline in accordance with Board policy and administrative regulation. The site administrator may deny a student the privilege of using school transportation upon the student's continued disorderly conduct or his/her persistent refusal to submit to the authority of the driver (5 CCR 14103) (BP 5131).

Check violation	Rule:
	1. Did not follow the instructions and directions of the bus driver at all times.
	2. Was not at the designated bus stop on time and/or standing in a safe place at the stop to wait quietly for the bus.
	3. Did not enter the bus in an orderly manner and/or did not go directly to his/her seat.
	4. Did not sit down and fasten the passenger restraint system or did not remain seated while the bus was in motion.
	5. Blocked the aisle or emergency exit with their body or personal belongings.
	6. Was not courteous to the driver and to fellow passengers.
	7. Made noise or behavior that distracted the driver.
	8. Was using tobacco or vape products, eating, or drinking while riding the bus. (Specify in comments)
	9. Using electronic devices on the bus that is not permitted at school or disrupts safe operation of the bus.
	10. Put part of the body out of the window or threw item(s) from the bus.
	11. Did not keep the bus clean or defaced the bus.
	12. Brought animals not permitted on the bus.
	13. Did not remain seated until the bus came to a complete stop.
	14. Was not alert for traffic when leaving the bus.

**Comments/Recommendation:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Driver Intervention:** Verbal warning \_\_\_ Written Warning \_\_\_ Moved student temporarily \_\_\_ Assigned seat \_\_\_

**Citation/Referral:** #1 \_\_\_ #2 \_\_\_ #3 \_\_\_ **Additional Offenses** \_\_\_ **Driver Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<p><b>Completed by Site Administrator only (Refer to Bus Discipline Matrix for guidance on appropriate consequences)</b>          Counseled ___ Home Contact ___ Detention ___ Parent Conference ___ Community Service ___ Behavior Contract ___          Suspension from bus (specify # of days) ___ Suspension from school (follow up with district suspension form) ___  <b>Comments:</b> _____          _____</p>
<p><b>Administrator Signature:</b> _____ <b>Date:</b> _____</p>

Upon completion the site administrator sends copies to: Parent, Site Administrator, and Transportation Department within 24 hours.





## Student/Parent Bus Contract

In order to ensure the safe passage of students to and from school and district sponsored events, the following rules apply at all times when students are riding a school bus, including when on school activity trips:

1. Riders shall follow the instructions and directions of the bus driver at all times.
2. Riders should arrive at their designated bus stop on time and stand in a safe place at the stop to wait quietly for the bus.
3. Riders shall enter the bus in an orderly manner and go directly to their seats.
4. Riders shall sit down and fasten any passenger restraint systems. Riders shall remain seated while the bus is in motion.
5. Riders shall not block the aisle or emergency exit with their body or personal belongings. Riders may bring large or bulky items, such as class projects or musical instruments, on the bus only if the item does not displace any other rider or obstruct the driver's vision.
6. Riders should be courteous to the driver and to fellow passengers. Vulgarity, rude, or abusive behavior is prohibited.
7. Any noise or behavior that could distract the driver, such as loud talking, scuffling or fighting, throwing objects, or standing or changing seats, is prohibited and may lead to suspension of riding privileges.
8. Riders shall not use tobacco or vape products, eat, or drink while riding the bus.
9. Riders may bring electronic devices onto the bus only if such devices are permitted at school. If the use of cellular telephones or similar devices disrupts the safe operation of the school bus, the bus driver may direct the student to no longer use the device on the bus.
10. Riders shall not put any part of the body out of the window nor throw any item from the bus.
11. Riders shall help keep the bus and the area around the bus stop clean. Riders shall not damage or deface the bus or tamper with bus equipment.
12. Service animals are permitted on school transportation services; all other animals are prohibited.
13. Upon reaching their destination, riders shall remain seated until the bus comes to a complete stop and upon the signal from the driver, unfasten any restraint system, enter the aisle, and go directly to the exit.
14. Riders should be alert for traffic when leaving the bus and shall follow the district's transportation safety plan when crossing the road and exiting the bus.

- The driver or any passenger shall report any violation of the district's bus rules to the principal or designee using the district bus referral form.
- The principal or designee shall notify the student's parent/guardian of the misbehavior, determine the severity of the misconduct, and take action accordingly. (Bus Discipline Matrix)
- The Board of Education and the Rio School District prioritize the safety of all students. In instances of a severe violation or repeated offenses, the rider may be denied transportation as determined appropriate by the principal or designee. (Board Policy 5131.1)

I understand that riding the bus is a privilege and it is my/my student's responsibility to follow the rules of transportation at all times.

\_\_\_\_\_  
Student name

\_\_\_\_\_  
Parent name

\_\_\_\_\_  
Student signature

\_\_\_\_\_  
Parent signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





10.7





## Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 Resolution No. 22/23-22 Authorizing the Issuance of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions.
Access	Public
Type	Action
Recommended Action	Staff recommends that the Board adopt Resolution No. 22/23-22 to authorize the issuance and sale of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes.

## Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

### Purpose

The purpose of this agenda item is to present to the Board a resolution authorizing the sale and issuance of the seventh and final series of bonds from the District's 2018 Measure L election (the "Series G Bonds"), the first series of bonds from the District's 2022 Measure H election (the "Series A Bonds," and together with the Series G Bonds, the "Bonds"), and general obligation bond anticipation notes (the "Notes"). The sale of the Series A Bonds may include both current interest bonds and capital appreciation bonds. The Notes will be sold as capital appreciation notes.

### Description

#### *Measure L*

The Board called a general obligation bond election, known as Measure L, pursuant to its Resolution No. 1718/32, held on November 6, 2018, asking voters to authorize the District to issue up to \$59,200,000 in general obligation bonds. The Registrar of Voters of Ventura County (the "Registrar") certified that at least 55 percent of the votes cast on Measure L were in favor of issuing bonds. The results of the Measure L election are reflected in the minutes of the December 12, 2018 Board meeting.

The District issued its first and second series of bonds authorized by Measure L on March 13, 2019, in the respective amounts of \$23,000,000 and \$1,510,000. The first and second series of bonds consisted only of current interest bonds. The District issued its third and fourth series of bonds authorized by Measure L on April 15, 2020, in the respective amounts of \$13,922,236.05 and \$3,087,423.40. The third and fourth series of bonds consisted of current interest bonds and capital appreciation bonds. The District issued its fifth and sixth series of bonds authorized by Measure L on March 10, 2022, in the respective amounts of \$13,818,453.55 and \$1,000,000. The fifth series of bonds consisted of current interest bonds and capital appreciation bonds.

#### *Measure H*

The Board called a general obligation bond election, known as Measure H, pursuant to its Resolution No. 21/22-2, held on November 8, 2022, asking voters to authorize the District to issue up to \$72,000,000 in general obligation bonds. The Registrar of Voters of Ventura County (the "Registrar") certified that at least 55 percent of the votes cast on Measure H were in favor of issuing bonds. The results of the Measure H election were entered on the minutes of the January 18, 2023 Board meeting.

### *Current Interest Bonds and Capital Appreciation Bonds*

Current interest bonds (CIBs) pay interest and principal to bond owners on a semiannual or annual basis. Capital appreciation bonds (CABs) are bonds that allow for the compounding of interest and pay bond owners such compounded interest and principal at the end of the bond term. In 2013, in response to challenges encountered by some school districts in connection with the issuance of CABs, particularly in Southern California, the State Legislature adopted AB 182 to impose certain additional requirements and safeguards when school districts intend to issue CABs.

In particular, AB 182 (see Education Code section 15146) requires two readings of a resolution authorizing the issuance of CABs. The first reading is for information only, and the second reading is for the Board's consideration and action.

Additionally, AB 182 requires that the District's Board be presented with the following information:

1. Disclosure of the financing term, time of maturity, repayment ratio and estimated change in assessed valuation of taxable property over the terms of the Series A Bonds
2. An analysis containing the total overall cost of the CABs.
3. A comparison to the overall cost of CIBs.
4. The reason CABs are being recommended.
5. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board.

The above-listed items were presented to the Board along with a draft version of the resolution at the Board's prior meeting on May 17, 2023.

### *Notes*

The District intends to issue the Series A Bonds from the 2022 Measure H authorization in an amount not to exceed \$13,000,000. The District has project funding needs beyond what it is able to issue within the tax constraints. The California Education Code allows school districts to issue bond anticipation notes (the "BANs"), as an interim funding source, in circumstances such as this, where funding needs exist, but the ability to issue bonds is limited by tax rate constraints. BANs must be repaid within five (5) years from the proceeds of a future issuance of general obligation bonds, here the 2022 Measure H bonds, renewal BANs, or other lawfully available sources of funding. It is anticipated that given the passage of time and increased assess valuation within the District, future 2022 Measure H bonds will be able to be issued within the tax rate constraints.

The Notes are proposed to be issued as capital appreciation notes.

### *Action*

The Board is being asked to consider adoption of Resolution No. 22/23-22. The resolution approves various draft financing documents in substantially final form (including preliminary official statements for the Bonds and the Notes) in connection with the sale and issuance of the Bonds and the Notes. Additionally, the resolution authorizes District staff to take actions consistent with the intent of the resolution in order to complete the financings.

[Rio SD Resolution Authorizing 2023 General Obligation Bonds and Bond Anticipation Notes \(2\).DOCX \(3,664 KB\)](#)

[Rio Elementary SD Third Supplemental Paying Agent 2023 General Obligation Bonds.DOCX \(92 KB\)](#)

[Rio SD Paying Agent Agreement 2022 General Obligation Bonds Series A.DOCX \(178 KB\)](#)

[Rio SD Paying Agent Agreement 2023 General Obligation Bond Anticipation Notes.DOCX \(130 KB\)](#)

[Rio ESD BPA \(Election of 2018\) 2023 Series G Bonds.docx \(124 KB\)](#)

[Rio ESD BPA 2023 Series A \(2022 Election\) Bonds.docx \(121 KB\)](#)

[Rio ESD PA 2023 BANs \(2022 Election\) \(1\).docx \(122 KB\)](#)

[Rio Elementary SD Continuing Disclosure Certificate 2023 General Obligation Bonds and Notes.DOCX \(50 KB\)](#)

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

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO ELEMENTARY SCHOOL DISTRICT  
PRESCRIBING THE TERMS AND AUTHORIZING  
THE SALE AND ISSUANCE OF GENERAL OBLIGATIONS BONDS AND  
BOND ANTICIPATION NOTES OF THE DISTRICT; AND  
AUTHORIZING EXECUTION OF NECESSARY CERTIFICATES  
AND RELATED ACTIONS**

**WHEREAS**, a duly called school bond election was held in the Rio Elementary School District (the “District”), Ventura County (the “County”), State of California, on November 6, 2018 (the “2018 Election”);

**WHEREAS**, at the 2018 Election there was submitted to the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot measure submitted to the voters, in the maximum amount not to exceed \$59,200,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

**WHEREAS**, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrar of Voters of Ventura County authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the “Measure L Bonds”);

**WHEREAS**, on March 13, 2019 the District issued the first and second series of the Measure L Bonds authorized by the electors, designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series A (Tax-Exempt),” in an aggregate principal amount of \$23,000,000, and the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series B (Taxable),” in an aggregate principal amount of \$1,510,000;

**WHEREAS**, on April 15, 2020 the District issued the third and fourth series of the Measure L Bonds authorized by the electors, designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series C (Tax-Exempt),” in an aggregate principal amount of \$13,922,236.05, and the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series D (Federally Taxable),” in an aggregate principal amount of \$3,087,423.40;

**WHEREAS**, on March 10, 2022 the District issued the fifth and sixth series of the Measure L Bonds authorized by the electors, designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series E (Tax-Exempt),” in an aggregate principal amount of \$13,818,453.55, and the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series F (Federally Taxable),” in an aggregate principal amount of \$1,000,000;

**WHEREAS**, the Board has determined that it is now necessary and desirable to issue a seventh and final series of the Measure L Bonds authorized by the electors in an aggregate principal amount set forth in Section 2 herein to be designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2018, Series G” (the “Series G Bonds”) to finance the acquisition, construction, and improvement of school facilities, according to the terms and in the manner hereinafter set forth;

**WHEREAS**, a duly called school bond election was held in the Rio Elementary School District (the “District”), Ventura County (the “County”), State of California, on November 8, 2022 (the “2022 Election”);

**WHEREAS**, at the 2022 Election there was submitted to the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot measure submitted to the voters, in the maximum amount not to exceed \$72,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

**WHEREAS**, the returns of the election were thereafter canvassed pursuant to law and the Certificate of Election received from the Registrar of Voters of Ventura County authenticated that more than 55% (the amount required for passage) of the votes cast were in favor of issuing the general obligation bonds (the “Measure H Bonds”);

**WHEREAS**, the Board has determined that it is now necessary and desirable to issue the first series of the Measure H Bonds authorized by the electors in an aggregate principal amount set forth in Section 3 herein to be designated as the “Rio Elementary School District (Ventura County, California) General Obligation Bonds, Election of 2022, Series A” (the “Series A Bonds”) to finance the acquisition, construction, and improvement of school facilities, according to the terms and in the manner hereinafter set forth;

**WHEREAS**, it is contemplated that the Series A Bonds may be comprised of current interest bonds and capital appreciation bonds;

**WHEREAS**, this Resolution was publicly and properly noticed on the agenda as an information item for the Board of Trustee’s (the “Board”) May 17, 2023 meeting, as required by Section 53508.5 of the California Government Code and Section 15146(b)(2) and (c) of the California Education Code, since it is anticipated that a portion of the Series A Bonds may be issued as bonds that allow for the compounding of interest (i.e., capital appreciation bonds);

**WHEREAS**, in satisfaction of the requirements of the Government Code and the Education Code, the information presented to the Board at its May 17, 2023 meeting included:

- disclosure of the financing term, time of maturity, repayment ratio and estimated change in assessed valuation of taxable property over the terms of the Series A Bonds (see Section 3 herein),
- an analysis containing the total overall cost of the Series A Bonds that allow for the compounding of interest (see Appendix 1, attached hereto),

- a comparison to the overall cost of issuing only current interest bonds (see Appendix 1, attached hereto),
- the reason bonds that allow for the compounding of interest are being recommended (see Appendix 2, attached hereto); and
- a copy of the disclosure made by the Underwriter (as defined herein) in compliance with Rule G-17 adopted the Municipal Securities Rulemaking Board of the Securities and Exchange Commission (see Appendix 3, attached hereto).

**WHEREAS**, in satisfaction of Education Code 15146(b)(2), this Resolution is being presented at this June 21, 2023 meeting of the Board, such meeting being the next consecutive meeting thereof following such May 17, 2023 meeting;

**WHEREAS**, under the provisions of Article 3 (Sections 15150 and following) of Chapter 1 of Part 10 of Division 1 of Title 1 of the California Education Code, the District is authorized to borrow money by issuing short-term notes, maturing within a period not to exceed five years, repayable from the proceeds of an anticipated sale of general obligation bonds or other lawfully available monies of the District, the proceeds of which may be used for financing the projects authorized by the electors of the District;

**WHEREAS**, the Board has determined that it is now necessary and desirable to authorize the issuance and sale of its “Rio Elementary School District (Ventura County, California) 2023 General Obligation Bond Anticipation Notes” (the “Notes”), in an aggregate principal amount set forth in Section 4 herein, for the purpose of providing funds to finance the acquisition, construction, and improvement of school facilities authorized by the electors at the 2022 Election;

**WHEREAS**, issuance of the Notes will allow the District to obtain additional financing to carry out school facilities improvement projects authorized by the electors at the 2022 Election while managing tax rates relating to its Measure H Bonds;

**WHEREAS**, the District anticipates that the Notes will be repaid at maturity with the proceeds of a future series of Measure H Bonds;

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of the Series G Bonds, the Series A Bonds, and the Notes of the District; and

**WHEREAS**, the indebtedness of the District, including the proposed issuance of the Series G Bonds, the Series A Bonds, and the Notes, is within all limits prescribed by law.

**NOW, THEREFORE**, be it resolved by the Board of Trustees of the Rio Elementary School District, as follows:

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

**Section 2. Series G Bonds; Issue Authorized.** The Board hereby authorizes the issuance of the Series G Bonds, on a tax-exempt and/or taxable basis, in an aggregate principal amount not to exceed \$2,861,887. The costs of issuance of the Series G Bonds (including estimates of compensation for the underwriter and premium for bond insurance) are estimated to be \$119,426.71. The District is issuing the Series G Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series G Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

The following disclosures are based on the estimated par amount of the Series G Bonds set forth in Exhibit A attached hereto. The estimated financing term of the Series G Bonds shall be less than 27 years and the estimated final maturity of the Series G Bonds shall be August 1, 2049. The estimated repayment ratio for the Series G Bonds is expected to be 2.19 to 1.00. It is estimated that over the term of the Series G Bonds total assessed value of taxable property within the District is expected to increase, on average, by 4.40% annually over the term of the Series G Bonds.

**Section 3. Series A Bonds; Issue Authorized.** The Board hereby authorizes the issuance of the Series A Bonds as Current Interest Bonds and Capital Appreciation Bonds (as such term is defined in the Paying Agent Agreements described below) in an aggregate principal amount not to exceed \$13,000,000. The costs of issuance of the Series A Bonds (including estimates of compensation for the underwriter and premium for bond insurance) are estimated to be \$299,174.35. The District is issuing the Series A Bonds pursuant to the terms of Article 4.5, Chapter 3, Part 1, Division 1, Title 1 of the California Government Code (commencing with Section 53506). Other terms and conditions of the Series G Bonds and their execution, issuance, and sale, not prescribed by Article 4.5 referred to above, shall be governed by the relevant provisions of the Government Code and Education Code.

The following disclosures are based on the estimated par amount of the Series A Bonds set forth in Exhibit A attached hereto. The term of the Series A Bonds issued as Current Interest Bonds shall be no longer than 40 years, and no longer than 25 years for Series A Bonds issued as Capital Appreciation Bonds. For Current Interest Bonds that mature more than 30 years from their date of issuance, the useful life of the facilities financed with the proceeds of such Current Interest Bonds shall equal or exceed the maturity dates of such Current Interest Bonds. The estimated financing term of the Series A Bonds shall be less than 31 years and the estimated final maturity of the Series A Bonds shall be August 1, 2053. The estimated repayment ratio for the Series A Bonds is expected to be 2.47 to 1.00. It is estimated that over the term of the Series A Bonds total assessed value of taxable property within the District is expected to increase, on average, by 4.42% annually over the term of the Series A Bonds.

**Section 4. Notes; Issue Authorized.** The Board hereby authorizes the issuance of the Notes in an aggregate principal amount not to exceed \$15,000,000. The Board further authorizes payment for premium for bond insurance, if financially efficient. The Notes shall be issued in accordance with the terms of the Notes Paying Agent Agreement (as defined below) as finally executed and Article 3 (Sections 15150 and following) of Chapter 1 of Part 10 of Division 1 of Title 1 of the California Education Code.



**Section 5. Approval of Paying Agent Agreements.** The Board hereby approves the form of the Third Supplemental Paying Agent Agreement (the “Third Supplemental Paying Agent Agreement”) between the District and U.S. Bank Trust Company, National Association, successor to U.S. Bank National Association (the “Paying Agent”), supplementing the Paying Agent Agreement dated March 1, 2019, as supplemented by the First Supplemental Paying Agent Agreement dated April 1, 2020, and the Second Supplemental Paying Agent Agreement dated March 1, 2022, all by and between the District and the Paying Agent, as presented to this meeting and on file with the Secretary of the Board, in connection with the Series G Bonds. The Board hereby further approves the form of the Paying Agent Agreement (the “Series A Paying Agent Agreement”) between the District and the Paying Agent, as presented to this meeting and on file with the Secretary of the Board, in connection with the Series A Bonds. The Board hereby further approves the form of the Paying Agent Agreement (the “Notes Paying Agent Agreement”) between the District and the Paying Agent, as presented to this meeting and on file with the Secretary of the Board, in connection with the Notes. The Third Supplemental Paying Agent Agreement, the Series A Paying Agent Agreement, and the Notes Paying Agent Agreement are referred to collectively herein as the “Paying Agent Agreements.”

The President, Clerk, and Secretary of the Board, the Superintendent, and the Assistant Superintendent of Business Services (the “Designated Officers”), or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Paying Agent, the Paying Agent Agreements in substantially those forms, with such changes therein as the Designated Officer or Officers executing the Paying Agent Agreements, with the advice of Parker & Covert LLP (“Bond Counsel”), may require or approve. The execution of the Paying Agent Agreements by a Designated Officer or Officers, or their designees, shall constitute conclusive evidence of such officer’s or officers’ and the Board’s approval of such changes. The date, respective principal amounts of each maturity, the interest rates, interest payment dates, denominations, form, registration privileges, place or places of payment, terms of redemption, and other terms of the Series G Bonds, the Series A Bonds, and the Notes shall be as provided in the respective Paying Agent Agreements, as finally executed.

**Section 6. Approval of Method of Sale and Bond Purchase Agreements.** The Series G Bonds and the Series A Bonds shall be sold upon the direction of a Designated Officer, or their designees, and pursuant to the terms of a Bond Purchase Agreements (defined herein). The Board hereby authorizes the sale of the Series G Bonds and the Series A Bonds by way of a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Series G Bonds and the Series A Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter (as defined below) to pre-market the Series G Bonds and the Series A Bonds to potential purchasers prior to the sale, all of which will contribute to the District’s goal of achieving the lowest overall cost of the financing. The Board hereby further authorizes the sale of the Series G Bonds and the Series A Bonds, provided that the maximum interest rate on the Series G Bonds and the Series A Bonds shall not exceed the maximum interest rate permitted by law, and the underwriter’s discount, net of the cost of bond insurance, if any, shall not exceed 0.700% of the principal amount of the Series G Bonds and the Series A Bonds, respectively.

The Board hereby further approves the form of the Bond Purchase Agreements relating to the Series G Bonds and the Series A Bonds (the "Bond Purchase Agreements") between the District and Raymond James & Associates, Inc. (the "Underwriter"), in the form as presented to this meeting, and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to negotiate the final terms of the sale of the Series G Bonds and the Series A Bonds with the Underwriter, upon the recommendation of Isom Advisors, a Division of Urban Futures, Inc., the District's municipal advisor (the "Municipal Advisor"). Further, the Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Underwriter, the Bond Purchase Agreements in substantially that form, with such changes therein as the Designated Officer or Officers executing the Bond Purchase Agreements, with the advice of Bond Counsel, may require or approve. The execution of the Bond Purchase Agreements by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

**Section 7. Approval of Method of Sale and Note Purchase Agreement.** The Notes shall be sold upon the direction of a Designated Officer, or their designees, and pursuant to the terms of a Note Purchase Agreement (defined herein). The Board hereby authorizes the sale of the Notes by way of a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Notes to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Notes to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of the financing. The Board hereby further authorizes the sale of the Notes, provided that the maximum interest rate on the Notes shall not exceed the maximum interest rate permitted by law, and the underwriter's discount, net of the cost of bond insurance, if any, shall not exceed 0.700% of the principal amount of the Notes.

The Board hereby further approves the form of the Note Purchase Agreement relating to the Notes (the "Note Purchase Agreement") between the District and the Underwriter, in the form as presented to this meeting, and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to negotiate the final terms of the sale of the Notes with the Underwriter, upon the recommendation the Municipal Advisor. Further, the Designated Officers, or their designees, and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the Underwriter, the Note Purchase Agreement in substantially that form, with such changes therein as the Designated Officer or Officers executing the Note Purchase Agreement, with the advice of Bond Counsel, may require or approve. The execution of the Note Purchase Agreement by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

**Section 8. Approval of Continuing Disclosure Certificate.** The Board hereby approves the form of the Continuing Disclosure Certificate relating to the Series G Bonds, the Series A Bonds, and the Notes (the "Continuing Disclosure Certificate"), as presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees,

and each of them individually, are hereby authorized for and in the name of and on behalf of the District, to execute and deliver to the other parties thereto, the Continuing Disclosure Certificate in substantially that form, with such changes therein as the Designated Officer or Officers executing the Continuing Disclosure Certificate, with the advice of Bond Counsel, may require or approve. The execution of the Continuing Disclosure Certificate by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes.

**Section 9. Official Statements.** The Board hereby approves the form of the Preliminary Official Statements relating to the Series G Bonds, the Series A Bonds, and the Notes (the "Preliminary Official Statements"), with such additions, changes, and deletions as permitted hereunder and under applicable law (the "Official Statements"), presented to this meeting and on file with the Secretary of the Board. The Designated Officers, or their designees, and each of them individually, are hereby authorized and directed to execute the Official Statements in substantially that form, with such changes as the Designated Officer or Officers, upon the advice of the Municipal Advisor or Bond Counsel, may require or approve. The execution of the Official Statements by a Designated Officer or Officers shall constitute conclusive evidence of such officer's or officers' and the Board's approval of such changes. The Board hereby authorizes and directs the Underwriter to distribute copies of the Preliminary Official Statements to persons who may be interested in the purchase of the Series G Bonds, the Series A Bonds, and the Notes, and authorizes and directs the Underwriter to deliver copies of the final Official Statements to all purchasers of the Series G Bonds, the Series A Bonds, and the Notes. The Board hereby authorizes and directs the Designated Officer or Officers to deliver to the Underwriter certification to the effect that the Board deems the Preliminary Official Statements, with such changes approved by the Designated Officer or Officers, to be final and complete as of its date, except for certain final pricing and related information that may be omitted pursuant to Rule 15c2-12 of the Securities and Exchange Commission.

**Section 10. Valid Obligations.** The Board hereby determines that all acts and conditions necessary to be performed by the District or to have been met precedent to and in the issuing of the Series G Bonds, the Series A Bonds, and the Notes in order to make them legal, valid, and binding obligations of the District have been performed and have been met, or will at the time of delivery of the Series G Bonds, the Series A Bonds, and the Notes have been performed and have been met, in regular and due form as required by law, including compliance with the required disclosures set forth in Government Code section 5852.1 (see attached Exhibit A); and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Series G Bonds, the Series A Bonds, and the Notes.

**Section 11. Request to Levy Tax.** The Board of Supervisors of the County and officers of the County are obligated by statute to provide for the levy and collection of *ad valorem* taxes in each year sufficient to pay debt service coming due in each year for the Series G Bonds and the Series A Bonds. The Board hereby requests the Board of Supervisors of the County to annually levy a tax upon all taxable property in the District in an amount sufficient to pay debt service coming due in each year for the Series G Bonds and the Series A Bonds. The Board hereby finds and determines that such *ad valorem* taxes shall be levied specifically to pay the Series G Bonds and the Series A Bonds being issued to finance specific projects authorized by the District's voters.

**Section 12. Paying Agent's Fees.** In accordance with Education Code section 15232, the District hereby requests the Board of Supervisors of the County to include within the annual tax levy for the Series G Bonds and the Series A Bonds the fees and expenses payable to the Paying Agent.

**Section 13. Building Fund and Tax Collection Fund – Series G Bonds.**  
(A) **Building Fund.** The District shall establish and create and/or maintain the “Rio Elementary School District, Building Fund” (the “Series G Building Fund”), and keep the fund separate and distinct from all other District funds. The District shall deposit the proceeds of the sale of the Series G Bonds (except any premium or accrued interest received from the sale) into the Series G Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District, and to pay costs of issuance of the Series G Bonds not otherwise paid from the Costs of Issuance Fund established by the Third Supplemental Paying Agent Agreement.

(B) **Tax Collection Fund.** The District will establish, create, and maintain the “Rio Elementary School District, General Obligation Bonds, Tax Collection Fund (the “Series G Tax Collection Fund”), and keep the fund separate and distinct from all other District funds. The District hereby further requests that the Ventura County Treasurer-Tax Collector (the “Treasurer”) deposit any premium received from the sale of the Series G Bonds into the Tax Collection Fund. The District hereby further requests that the Treasurer withdraw from the Tax Collection Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series G Bonds and to pay the fees and expenses of the Paying Agent.

**Section 14. Building Fund and Tax Collection Fund – Series A Bonds and Notes.**  
(A) **Building Fund.** The District shall establish and create and/or maintain the “Rio Elementary School District, Building Fund – Measure H” (the “Measure H Building Fund”), and keep the fund separate and distinct from all other District funds. The District shall deposit the proceeds of the sale of the Series A Bonds and the Notes (except any premium or accrued interest received from the sale) into the Measure H Building Fund for use by the District to pay the costs of the school facilities described in the bond measure approved by the voters of the District, and to pay costs of issuance of the Series A Bonds and the Notes not otherwise paid from the Costs of Issuance Fund established by the respective Paying Agent Agreements.

(B) **Tax Collection Fund.** The District will establish, create, and maintain the “Rio Elementary School District, General Obligation Bonds, Tax Collection Fund – Measure H” (the “Measure H Tax Collection Fund”), and keep the fund separate and distinct from all other District funds. The District hereby further requests that the Ventura County Treasurer-Tax Collector (the “Treasurer”) deposit any premium received from the sale of the Series A Bonds into the Measure H Tax Collection Fund. The District hereby further requests that the Treasurer withdraw from the Measure H Tax Collection Fund and transfer to the Paying Agent at the times requested by the District the amounts required to pay debt service on the Series A Bonds and to pay the fees and expenses of the Paying Agent.

**Section 15. Identification of Professionals Involved.** The Board hereby approves the firm of Isom Advisors, a Division of Urban Futures, Inc. to act as Municipal Advisor; U.S. Bank

Trust Company, National Association to act as Paying Agent; and the firm of Parker & Covert LLP, to act as Bond Counsel and disclosure counsel to the District, with respect to the sale and delivery of the Series G Bonds, the Series A Bonds, and the Notes.

**Section 16. Official Intent.** The District intends to undertake the construction, repair and acquisition of school facilities and equipment, described in the bond measure, to serve the District (the “Improvements”). The District intends to use the proceeds of its Series G Bonds and the Series A Bonds described in this Resolution to finance the Improvements. The District expects to pay certain capital expenditures (the “Reimbursement Expenditures”) in connection with the Improvements prior to the issuance by it of the indebtedness for the purpose of financing the costs of the Improvements on a long-term basis. The District reasonably expects that the Series G Bonds and the Series A Bonds debt obligations will be issued by it for the purpose of financing the cost of the Improvements on a long-term basis, and that certain of the proceeds of such debt obligations will be used to reimburse the District for the Reimbursement Expenditures.

The Board hereby declares the District’s official intent to use a portion of the proceeds of the proposed indebtedness to reimburse the District for the Reimbursement Expenditures. The foregoing statement is a declaration of official intent that is made under and only for the purpose of establishing compliance with the requirements of Treasury Regulations section 1.150-2 and Section 54A(d)(2)(D) of the Internal Revenue Code of 1986, as amended.

**Section 17. Authorization of Officers to Execute Documents.** The Board hereby authorizes and directs the Designated Officers or their respective designees, and each of them individually, to do any and all things, to take any and all actions, and to execute and deliver any and all documents that they may deem necessary or advisable, in order to complete the sale, issuance, and delivery of the Series G Bonds, the Series A Bonds, and the Notes, and otherwise to carry out, give effect to, and comply with the terms and intent of this Resolution. All actions heretofore taken by such officers and staff that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

**Section 18. Effective Date.** This Resolution shall take effect immediately upon its passage.

*[Signature Page Follows]*

**APPROVED, PASSED, AND ADOPTED** on June \_\_, 2023, by the Rio Elementary School District Board of Trustees, by the following vote:

AYES \_\_\_\_\_

NOES \_\_\_\_\_

ABSENT \_\_\_\_\_

ABSTAIN \_\_\_\_\_

**RIO ELEMENTARY SCHOOL DISTRICT**

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

**ATTEST:**

By: \_\_\_\_\_  
John D. Puglisi, Ph.D.  
Secretary of the Board of Trustees

## EXHIBIT A

### GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of good faith estimates provided by the Underwriter and the Municipal Advisor:

#### Series G Bonds<sup>(1a)</sup>

1. True interest cost of the Series G Bonds: 4.60%
2. Finance charges of the Series G Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$119,430.52.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, if any): \$2,740,569.48.
4. Total payment amount through final maturity of the Series G Bonds, net of estimated capitalized interest: \$6,273,681.00.

#### Series A Bonds<sup>(1b)</sup>

1. True interest cost of the Series A Bonds: 4.85%
2. Finance charges of the Series A Bonds (sum of all costs of issuance and fees/charges paid to third parties): \$300,244.27.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, if any): \$12,696,981.28.
4. Total payment amount through final maturity of the Series A Bonds: \$32,842,462.50.

#### Notes<sup>(1c)</sup>

1. True interest cost of the Notes: 4.30%
2. Finance charges of the Notes (sum of all costs of issuance and fees/charges paid to third parties): \$270,720.75.
3. Net proceeds to be received (net of finance charges, reserves, and capitalized interest, of \$14,999,241.00.
4. Total payment amount through final maturity of the Notes: \$18,735,000.00.

<sup>(1)</sup> Based upon estimated par amounts as follows:

- (a) \$2,860,000.00 for Series G Bonds
- (b) \$12,997,225.55 for Series A Bonds
- (c) \$14,999,241.00 for Notes

**APPENDIX 1**

**AB 182  
CAPITAL APPRECIATION BONDS ANALYSIS  
Election of 2022, Series A**

*[see next page]*



**Rio Elementary School District  
General Obligation Bonds, Election of 2022, Series A  
AB 182 Information\***

Date	Option 1 - CIBs & CABs <sup>1</sup>			Option 2 - CIBs			Option 2	
	Principal	Current Interest	Compounded Interest	Principal	Current Interest	Total Debt Service	Tax Rate <sup>2</sup>	Tax Rate <sup>2</sup>
8/1/2024	\$0	\$524,213	\$0	\$0	\$682,500	\$682,500	\$0.00	\$0.00
8/1/2025	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$6.05	\$7.61
8/1/2026	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$5.99	\$7.81
8/1/2027	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$5.75	\$7.48
8/1/2028	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$5.53	\$7.20
8/1/2029	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$5.29	\$6.88
8/1/2030	\$22,817	\$499,250	\$7,183	\$0	\$650,000	\$650,000	\$5.38	\$6.59
8/1/2031	\$36,494	\$499,250	\$13,507	\$0	\$650,000	\$650,000	\$5.34	\$6.30
8/1/2032	\$52,454	\$499,250	\$22,546	\$0	\$650,000	\$650,000	\$5.34	\$6.03
8/1/2033	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$4.39	\$5.77
8/1/2034	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$4.06	\$5.52
8/1/2035	\$0	\$499,250	\$0	\$0	\$650,000	\$650,000	\$4.06	\$5.29
8/1/2036	\$133,790	\$499,250	\$111,210	\$0	\$650,000	\$650,000	\$5.91	\$5.06
8/1/2037	\$144,760	\$499,250	\$140,240	\$0	\$650,000	\$650,000	\$5.85	\$4.84
8/1/2038	\$151,734	\$499,250	\$168,266	\$35,000	\$650,000	\$685,000	\$5.85	\$4.90
8/1/2039	\$162,396	\$499,250	\$202,604	\$75,000	\$648,250	\$723,250	\$5.91	\$4.95
8/1/2040	\$170,189	\$499,250	\$234,811	\$110,000	\$644,500	\$754,500	\$5.92	\$4.94
8/1/2041	\$162,889	\$499,250	\$247,111	\$120,000	\$639,000	\$759,000	\$5.68	\$4.74
8/1/2042	\$170,798	\$499,250	\$284,202	\$160,000	\$633,000	\$793,000	\$5.72	\$4.75
8/1/2043	\$177,585	\$499,250	\$322,415	\$210,000	\$625,000	\$835,000	\$5.73	\$4.79
8/1/2044	\$183,997	\$499,250	\$366,003	\$260,000	\$614,500	\$874,500	\$5.76	\$4.80
8/1/2045	\$245,071	\$499,250	\$529,930	\$460,000	\$601,500	\$1,061,500	\$6.74	\$5.62
8/1/2046	\$393,247	\$499,250	\$931,753	\$945,000	\$578,500	\$1,523,500	\$9.30	\$7.77
8/1/2047	\$402,595	\$499,250	\$1,037,405	\$1,085,000	\$531,250	\$1,616,250	\$9.32	\$7.77
8/1/2048	\$401,411	\$499,250	\$1,123,590	\$1,210,000	\$477,000	\$1,687,000	\$9.31	\$7.76
8/1/2049	\$1,615,000	\$499,250	\$0	\$1,350,000	\$416,500	\$1,766,500	\$9.31	\$7.78
8/1/2050	\$1,795,000	\$418,500	\$0	\$1,495,000	\$349,000	\$1,844,000	\$9.33	\$7.77
8/1/2051	\$1,985,000	\$328,750	\$0	\$1,655,000	\$274,250	\$1,929,250	\$9.33	\$7.78
8/1/2052	\$2,185,000	\$229,500	\$0	\$1,825,000	\$191,500	\$2,016,500	\$9.31	\$7.78
8/1/2053	\$2,405,000	\$120,250	\$0	\$2,005,000	\$100,250	\$2,105,250	\$9.32	\$7.77
<b>T total</b>	<b>\$12,997,226</b>	<b>\$14,102,463</b>	<b>\$5,742,774</b>	<b>\$13,000,000</b>	<b>\$17,106,500</b>	<b>\$30,106,500</b>	<b>\$9.33</b>	<b>\$7.81</b>
				<b>Option 2 less Option 1</b>	<b>-\$2,735,962.50</b>		<b>\$6.36</b>	<b>\$6.13</b>

**Notes**

\*All scenarios assume market interest rates as of 6/8/2023; All interest due 2/1/2024 through 8/1/2024 and a portion of interest due on 2/1/2025 is expected to be funded with a debt service fund.

2. Tax rates per \$100,000 of AV; Calculation assumes 4.00% - 4.50% AV growth and net debt service figures (net of interest paid by the expected debt service fund).

By Raymond James & Associates Inc.

## **APPENDIX 2**

### **AB 182 REASON FOR CAPITAL APPRECIATION BONDS**

#### Measure H – Series A Bonds

Based on current bond interest rates, the tax rate currently being levied for repayment of bonds issued under the authorization approved by voters at the 2022 Election, and the maximum legal tax rate, the District can only access the necessary funds to continue its Measure H projects at this time by including a combination of both current interest bonds and capital appreciation bonds in the bond structure.

**APPENDIX 3**  
**AB 182**  
**RULE G-17 DISCLOSURE**

*[see next page]*

## Stacy Toledo

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**From:** John Baracy <John.Baracy@RaymondJames.com>  
**Sent:** Tuesday, May 9, 2023 11:48 AM  
**To:** Stacy Toledo  
**Subject:** FW: Rio SD - Raymond James MSRB G17 Disclosures  
**Attachments:** image001.jpg

**From:** John Baracy  
**Sent:** Wednesday, March 29, 2023 11:07 AM  
**To:** Laurie Miller <Laurie.Miller@RaymondJames.com>  
**Cc:** Alex Boutyrski <Alex.Boutyrski@RaymondJames.com>; Brandon Bassell <Brandon.Bassell@RaymondJames.com>  
**Subject:** FW: Rio SD - Raymond James MSRB G17 Disclosures

For the file.

**From:** Wael Saleh, CPA, MBA <[wsaleh@rioschools.org](mailto:wsaleh@rioschools.org)>  
**Sent:** Wednesday, March 29, 2023 11:01 AM  
**To:** John Baracy <[John.Baracy@raymondjames.com](mailto:John.Baracy@raymondjames.com)>  
**Subject:** Re: Rio SD - Raymond James MSRB G17 Disclosures

Acknowledged..

On Wed, Mar 29, 2023, 10:20 AM John Baracy <[John.Baracy@raymondjames.com](mailto:John.Baracy@raymondjames.com)> wrote:

Hi Wael, I don't have record of you responding to this back in November, now that we are moving full steam ahead, please respond "Acknowledged" Thank you.

Best, John

**From:** John Baracy  
**Sent:** Wednesday, November 16, 2022 4:00 PM  
**To:** Wael Saleh, CPA, MBA <[wsaleh@rioschools.org](mailto:wsaleh@rioschools.org)>  
**Cc:** Sonia Cervantez <[scervantez@rioschools.org](mailto:scervantez@rioschools.org)>; Addison Covert <[acovert@parkercovert.com](mailto:acovert@parkercovert.com)>; Stacy Toledo <[stoledo@parkercovert.com](mailto:stoledo@parkercovert.com)>; Jon Isom <[jon@isomadvisors.com](mailto:jon@isomadvisors.com)>; Jeff R. Pickett ([jeff@isomadvisors.com](mailto:jeff@isomadvisors.com)) <[jeff@isomadvisors.com](mailto:jeff@isomadvisors.com)>; Carlos Villafuerte <[cvillafuerte@stradlinglaw.com](mailto:cvillafuerte@stradlinglaw.com)>; Alex Boutyrski ([Alex.Boutyrski@RaymondJames.com](mailto:Alex.Boutyrski@RaymondJames.com)) <[Alex.Boutyrski@RaymondJames.com](mailto:Alex.Boutyrski@RaymondJames.com)>; Brandon Bassell <[Brandon.Bassell@RaymondJames.com](mailto:Brandon.Bassell@RaymondJames.com)>; Laurie Miller ([Laurie.Miller@RaymondJames.com](mailto:Laurie.Miller@RaymondJames.com)) <[Laurie.Miller@RaymondJames.com](mailto:Laurie.Miller@RaymondJames.com)>  
**Subject:** Rio SD - Raymond James MSRB G17 Disclosures

Hi Wael:

Congratulations on passing the recent GO Bond measure on November 8<sup>th</sup>! We're looking forward to working together again. Attached is our MSRB G17 standard disclosure that needs to be sent to you at the outset of beginning preparations of a transaction. Please reply all "Acknowledged" to this email. Thank you!

Best,

JOHN R. BARACY  
Managing Director

T 424.303.6406 // C 310.303.9871 // F 855.307.8825  
10250 Constellation Boulevard, Suite 850

Los Angeles, CA 90067  
[john.baracy@raymondjames.com](mailto:john.baracy@raymondjames.com)  
[www.RJCSchoolBonds.com](http://www.RJCSchoolBonds.com)



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Raymond James & Associates, Inc. The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. Investors, borrowers, or other market participants should not rely upon this information in making their investment/financing decisions. The information set forth herein was gathered from sources which we believe, but do not guarantee, to be accurate.

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Intended for Institutional Customers Only. Raymond James & Associates, Inc. The information contained herein is solely intended to suggest/discuss potentially applicable financing applications and is not intended to be a specific buy/sell recommendation, nor is it an official confirmation of terms. Any terms discussed herein are preliminary until confirmed in a definitive written agreement. Changes to any prices, levels, or assumptions contained herein may have a material impact on results. Any estimates or assumptions contained herein represent our best judgment as of the date indicated and are subject to change without notice. Examples are merely representative and are not meant to be all-inclusive. Investors, borrowers, or other market participants should not rely upon this information in making their investment/financing decisions. The information set forth herein was gathered from sources that we believe, but do not guarantee, to be accurate.

# RAYMOND JAMES®

November 16, 2022

Rio Elementary School District  
1800 Solar Drive  
Oxnard, CA 93030

Attn: Mr. Wael Saleh, Assistant Superintendent of Business Services

Re: Disclosures by Underwriter  
Pursuant to MSRB Rule G-17  
General Obligation Bonds, Election of 2022, Series A and  
General Obligation Bond Anticipation Notes, Series A

Dear Mr. Saleh:

We are writing to provide you, as Assistant Superintendent of Business Services of the Rio Elementary School District ("Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by Municipal Securities Rulemaking Board ("MSRB") Rule G-17 as set forth in MSRB Notice 2019-20 (Nov. 8, 2019).<sup>1</sup>

The Issuer has engaged Raymond James & Associates, Inc. ("RJA"), to serve as an underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds.

As part of our services as underwriter, RJA may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds.

The following G-17 conflict of interest disclosures are now broken down into three types, including: (I) dealer-specific conflicts of interest disclosures (if applicable), (II) transaction-specific disclosures (if applicable), and (III) standard disclosures.

## I. Dealer-Specific Conflicts of Interest Disclosures

RJA has identified the following potential or actual dealer-specific material conflicts or business relationships we wish to call to your attention. When we refer to *potential* material conflicts throughout this letter, we refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17.

In the ordinary course of its various business activities, RJA and its affiliates, officers, directors, and employees may purchase, sell or hold a broad array of investments and may actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of customers. Such investment and trading activities may involve or relate to assets, securities and/or instruments of the Issuer (whether directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Issuer. RJA and its affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at

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<sup>1</sup> Revised Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective Mar. 31, 2021).

any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

## II. Transaction-Specific Disclosures

- Disclosures Concerning Complex Municipal Securities Financing:
  - Because we have recommended to the Issuer a financing structure that may be a "complex municipal securities financing" for purposes of MSRB Rule G-17, attached is a description of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at this time.

## III. Standard Disclosures

- Disclosures Concerning the Underwriters' Role:
  - MSRB Rule G-17 requires an underwriter to deal fairly at all times with both issuers and investors.
  - The underwriters' primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
  - Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
  - The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
  - The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
  - The underwriters will review the official statement for the Bonds in accordance with, and a part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction. Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.
  - Raymond James has contributed \$600 to the Rio School District for the Back to School luncheon.

- Disclosures Concerning the Underwriters' Compensation:
  - The underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

Please note that nothing in this letter should be viewed as a commitment by the underwriters to purchase or sell all the Bonds and any such commitment will only exist upon the execution of any bond purchase agreement or similar agreement and then only in accordance with the terms and conditions thereof.

Either (x) you have been identified by the Issuer as a primary contact for the Issuer's receipt of these disclosures, or (y) it is our understanding that you have the authority to bind the Issuer by contract with us; and, in either case, you are not a party to any disclosed conflict of interest relating to the subject transaction. If the preceding sentence is incorrect, please notify the undersigned immediately. We are required to seek your acknowledgement that you have received this letter. Accordingly, please acknowledge receipt via a reply email. Otherwise, an email Read Receipt from you, or other automatic response confirming that our email was opened by you, will serve as an acknowledgment that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds. We appreciate your business.

Sincerely,

RAYMOND JAMES & ASSOCIATES, INC.

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

Attached: Financing Disclosures



### Fixed Rate Structure Disclosure (3.31.21)

The following is a general description of the financial characteristics and security structures of fixed rate municipal bonds ("Fixed Rate Bonds"), as well as a general description of certain financial risks that are known to us and reasonably foreseeable at this time and that you should consider before deciding whether to issue Fixed Rate Bonds. If you have any questions or concerns about these disclosures, please make those questions or concerns known immediately to us. In addition, you should consult with your financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent you deem appropriate.

#### Financial Characteristics

**Maturity and Interest.** Fixed Rate Bonds are interest-bearing debt securities issued by state and local governments, political subdivisions and agencies and authorities, whether for their benefit or as a conduit issuer for a nongovernmental entity. Maturity dates for Fixed Rate Bonds are fixed at the time of issuance and may include serial maturities (specified principal amounts are payable on the same date in each year until final maturity) or one or more term maturities (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. The final maturity date typically will range between 10 and 30 years from the date of issuance. Interest on the Fixed Rate Bonds typically is paid semiannually at a stated fixed rate or rates for each maturity date.

**Redemption.** Fixed Rate Bonds may be subject to optional redemption, which allows you, at your option, to redeem some or all the bonds on a date prior to scheduled maturity, such as in connection with the issuance of refunding bonds to take advantage of lower interest rates. Fixed Rate Bonds will be subject to optional redemption only after the passage of a specified period, often approximately ten years from the date of issuance, and upon payment of the redemption price set forth in the bonds, which may include a redemption premium. You will be required to send out a notice of optional redemption to the holders of the bonds, usually not less than 30 days prior to the redemption date. Fixed Rate Bonds with term maturity dates also may be subject to mandatory sinking fund redemption, which requires you to redeem specified principal amounts of the bonds annually in advance of the term maturity date. The mandatory sinking fund redemption price is 100% of the principal amount of the bonds to be redeemed.

#### Security

Payment of principal of and interest on a municipal security, including Fixed Rate Bonds, may be backed by various types of pledges and forms of security, some of which are described below.<sup>1</sup>

**General Obligation Bonds.** "General obligation (GO) bonds" are debt securities to which your full faith and credit is pledged to pay principal and interest. If you have taxing power, generally you will pledge to use your ad valorem (property) taxing power to pay principal and interest. The debt service on "unlimited tax" GO bonds are paid from ad valorem taxes which are not subject to state constitutional property tax millage limits, whereas "limited tax" GO Bonds are subject to such limits.

General obligation bonds constitute a debt and, depending on applicable state law, may require that you obtain approval by voters prior to issuance. In the event of default in required payments

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<sup>1</sup> The discussion of security characteristics is limited to general obligation and revenue bond structures. This summary should be expanded and modified, as necessary, for other security structures, such as bonds that are secured by a double-barreled pledge (general obligation and revenues), annual appropriations or a moral obligation of the issuer or another governmental entity. If the security for the bonds is known at the time this disclosure is provided to the issuer, include only those portions relevant to the actual security for the bonds.

of interest or principal, the holders of general obligation bonds generally will have certain rights under state law to compel you to impose a tax levy.

**Revenue Bonds.** "Revenue bonds" are debt securities that are payable only from a specific source or sources of revenues. Revenue bonds are not a pledge of your full faith and credit, and you (or, if you are a conduit issuer, the obligor, as described in the following paragraph) are obligated to pay principal and interest on your revenue bonds only from the revenue source(s) specifically pledged to the bonds. Revenue bonds do not permit the bondholders to compel you to impose a tax levy for payment of debt service. Pledged revenues may be derived from operation of the financed project or system, grants or excise or other specified taxes. Generally, subject to state law or local charter requirements, you are not required to obtain voter approval prior to issuance of revenue bonds. If the specified source(s) of revenue become inadequate, a default in payment of principal or interest may occur. Various types of pledges of revenue may be used to secure interest and principal payments on revenue bonds. The nature of these pledges may differ widely based on state law, the type of issuer, the type of revenue stream and other factors.

Some revenue bonds (conduit revenue bonds) may be issued by a governmental issuer acting as a conduit for the benefit of a private sector entity or a 501(c)(3) organization (the obligor). Conduit revenue bonds commonly are issued for not-for-profit hospitals, educational institutions, single and multi-family housing, airports, industrial or economic development projects, and student loan programs, among other obligors. Principal and interest on conduit revenue bonds normally are paid exclusively from revenues pledged by the obligor. Unless otherwise specified under the terms of the bonds, you are not required to make payments of principal or interest if the obligor defaults.

The description above regarding "Security" is only a summary of certain possible security provisions for the bonds and is not intended as legal advice. You should consult with your bond counsel for further information regarding the security for the bonds.

#### **Financial Risk Considerations**

Certain risks may arise in connection with your issuance of Fixed Rate Bonds, including some or all the following (generally, the obligor, rather than the issuer, will bear these risks for conduit revenue bonds):

**Issuer Default Risk.** You may be in default if the funds pledged to secure your bonds are not enough to pay debt service on the bonds when due. The consequences of a default may be serious for you and, depending on applicable state law and the terms of the authorizing documents, the holders of the bonds, the trustee and any credit support provider may be able to exercise a range of available remedies against you. For example, if the bonds are secured by a general obligation pledge, you may be ordered by a court to raise taxes. Other budgetary adjustments also may be necessary to enable you to provide sufficient funds to pay debt service on the bonds. If the bonds are revenue bonds, you may be required to take steps to increase the available revenues that are pledged as security for the bonds. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market interest rate levels. Further, if you are unable to provide sufficient funds to remedy the default, subject to applicable state law and the terms of the authorizing documents, you may find it necessary to consider available alternatives under state law, including (for some issuers) state-mandated receivership or bankruptcy. A default also may occur if you are unable to comply with covenants or other provisions agreed to in connection with the issuance of the bonds.

This description is only a summary of issues relating to defaults and is not intended as legal advice. You should consult with your bond counsel for further information regarding defaults and remedies.

Redemption Risk. Your ability to redeem the bonds prior to maturity may be limited, depending on the terms of any optional redemption provisions. If interest rates decline, you may be unable to take advantage of the lower interest rates to reduce debt service.

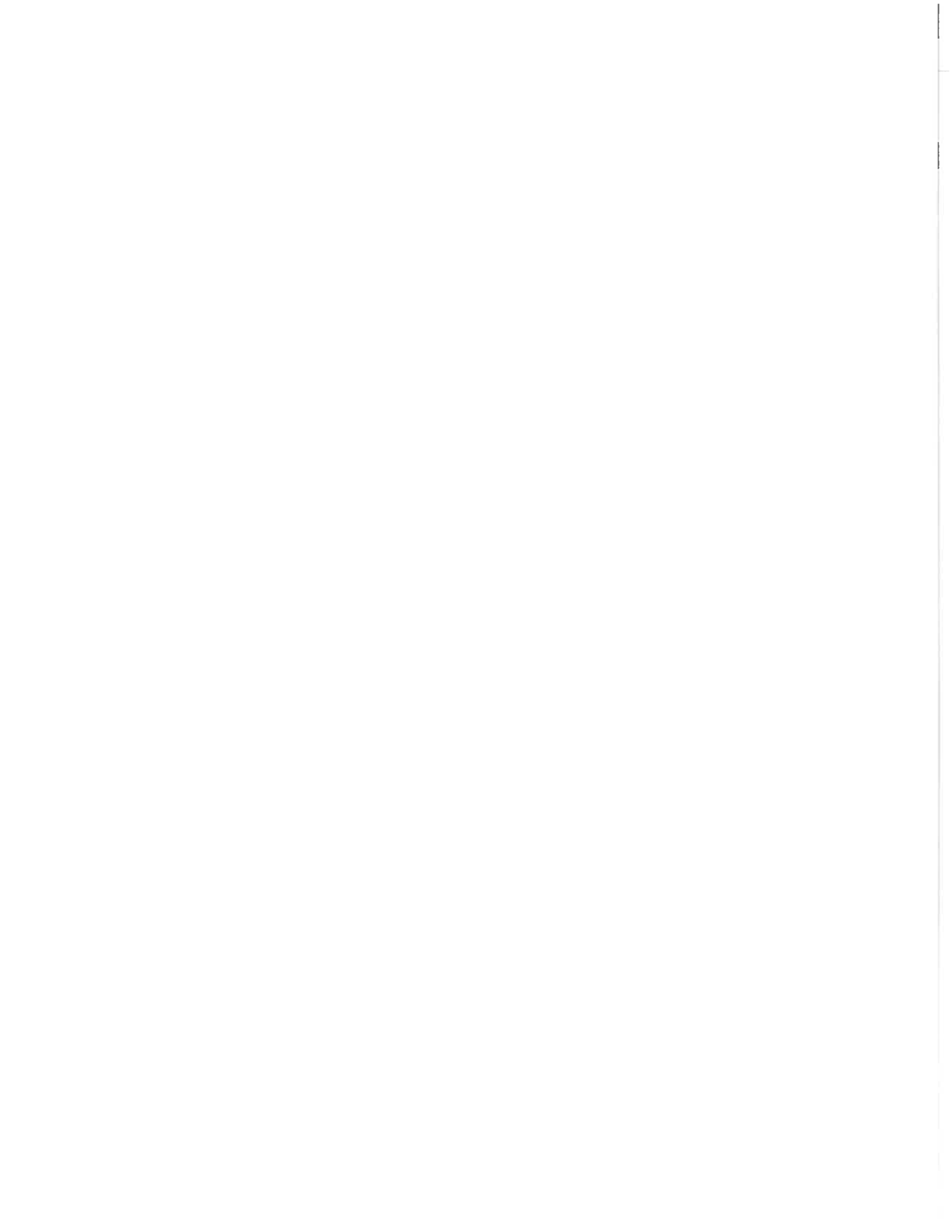
Refinancing Risk. If your financing plan contemplates refinancing some or all the bonds at maturity (for example, if you have term maturities or if you choose a shorter final maturity than might otherwise be permitted under the applicable federal tax rules), market conditions or changes in law may limit or prevent you from refinancing those bonds when required.

Reinvestment Risk. You may have proceeds from the issuance of the bonds available to invest prior to the time that you are able to spend those proceeds for the authorized purpose. Depending on market conditions, you may not be able to invest those proceeds at or near the rate of interest that you are paying on the bonds, which is referred to as "negative arbitrage".

Tax Compliance Risk. The issuance of tax-exempt bonds is subject to several requirements under the United States Internal Revenue Code, as enforced by the Internal Revenue Service (IRS). You must take certain steps and make certain representations prior to the issuance of tax-exempt bonds. You also must covenant to take certain additional actions after issuance of tax-exempt bonds. A breach of your representations or your failure to comply with certain tax-related covenants may cause the interest on bonds to become taxable retroactively to the date of issuance of the bonds, which may result in an increase in the interest rate that you pay on the bonds or the mandatory redemption of the bonds. The IRS also may audit you or your bonds, in some cases on a random basis and in other cases targeted to specific types of bond issues or tax concerns. If tax-exempt bonds are declared taxable, or if you are subject to audit, the market price of your bonds may be adversely affected. Further, your ability to issue other tax-exempt bonds also may be limited.

This description of tax compliance risks is not intended as legal advice and you should consult with your bond counsel regarding tax implications of issuing the bonds.

No Assurances Regarding Issuance of General Obligation Bonds. The Bond Anticipation Notes are being issued as interim financing and a future issuance of GO Bonds is intended to provide payment for the Bond Anticipation Notes upon maturity. Certain risks may arise in connection with the issuance of GO Bonds and no assurances are being given that such risks will not prevent a GO Bond issuance.



10.8





**Agenda Item Details**

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Approval of Agreement with Architect for Education (A4E) for Architectural/Engineering Services for Rio Real and Rio Plaza Elementary School Campus Improvements.
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	That the Board approve an agreement with Architecture for Education (A4E) for architectural/engineering services, as presented, for the Rio Real and Rio Plaza Elementary School campus improvements.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

At its April 19, 2023, the Board considered a proposal from Architecture for Education (A4E) 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. Based on that discussion and direction, staff, in conjunction with legal counsel and consultants, have negotiated a contract with A4E consistent with such proposal. That agreement is now before the Board for its approval. The Agreement includes design of several anticipated projects at Rio Real and Rio Plaza, subject to priorities and funding, including safety and security lighting, potential roof replacement, removal of modular buildings, and potential construction of outdoor classrooms, libraries, classrooms, multi-purpose rooms, cafeterias, and food service, among others, with the District and Board establishing the final priority list during the pre-design phases.

The Architectural Fees under the Agreement are established based on a sliding scale, as set forth in Exhibit F, with the final fees determined by the bid amounts for the construction projects.

[RSD and A4E Agreement for Rio Real and Rio Plaza Modernization.pdf \(1,054 KB\)](#)

**Administrative Content**

**Executive Content**





AGREEMENT  
FOR  
ARCHITECTURAL SERVICES

By and Between

The Rio School District

And

Architecture for Education (A4E)

For

Rio Real and Rio Plaza Campus Improvements

Dated \_\_\_\_\_

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## ***AGREEMENT FOR ARCHITECTURAL SERVICES***

This Agreement for Architectural Services (“Agreement”) is made effective as of \_\_\_\_\_ (“Effective Date”) by and between the Rio School District (“District”), a public school district existing and operating pursuant to California law, and Architecture for Education (A4E) (“Architect”), a California corporation. The District and the Architect may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

### ***PART 1. INTENT***

**Section 1.1 *District Goals.*** The District presently intends to undertake and complete the community outreach planning, design, construction and closeout of the school-facilities construction projects described in Exhibit “A” attached hereto (hereinafter, “Project”). The District desires to obtain professional design and related services necessary to commence and complete construction of the Project for operation by the District. The District further desires that the Project be designed to achieve an economy of costs resulting in a total construction cost and a total Project cost not in excess of those specified in Exhibit A hereto; and the completion of construction and commencement of operations in and at the Project on or before the dates specified in Exhibit A hereto. **It is the intent of the Parties that Exhibit A may be appended, from time to time, to add additional Measure L General Obligation Bond projects, which shall upon such addition, be subject to the terms and conditions of this Agreement.**

**Section 1.2 *Architect Standard of Care.*** The Architect represents that it has all of the knowledge, experience, skills, licenses, and financial and other resources (including, without limitation, in-house design staff) necessary to timely and satisfactorily provide any and all planning, design, coordination, management and other services required pursuant to this Agreement (“Architectural Services”) in order to assist the District in accomplishing the goals described in Section 1.1 herein. Architect shall perform its services consistent with, and limited to, the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar circumstances (“Standard of Care”). Architect makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with Architect’s services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified.

**Section 1.3 *Construction and Project Budgets.*** The Parties hereby acknowledge that the District has limited sources and amounts of funds available to pay for planning, design, construction, and equipping of the Project. The Parties further acknowledge that neither Party has control over the costs of labor, materials or equipment, or any contractors’ methods of determining bid or proposal amounts. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices to construct the work designed by Architect will not vary from the District’s construction budget and project budget as specified in Exhibit A hereto (“Construction Budget” and “Project Budget”). If at any time the bids or negotiated prices to construct the work designed by Architect exceeds the District’s Construction Budget or Project Budget, the Architect shall make appropriate recommendations to the District to adjust the Project’s size, quality, or budgets, and the District shall cooperate with the Architect in making such adjustments. The Parties shall reasonably cooperate in determining and, as necessary, adjusting the scope of the Project and/or the materials, equipment and other elements of the

construction, as required pursuant to this Agreement, to endeavor that the Construction Budget and Project Budget do not exceed such specified amounts. Notwithstanding anything to the contrary, the District may increase the permissible total Construction Budget and/or Project Budget, including, without limitation, because additional sources and/or amounts of funds have been made available for such purposes, because the District desires enhancement of the Project, or because the District desires to change the construction after such work has commenced. Likewise, subject to the other provisions of this Agreement, the District may decrease the permissible Construction Budget and/or Project Budget, including, without limitation, to effect a reduction in the scope of the Project from what was anticipated as of the Effective Date. The Decreased Construction Budget shall apply to future phases and shall not reduce the previously approved and paid fees to date. Any impact to Design and Engineering scope and fees shall be negotiated and agreed upon as a Scope Change Amendment.

**Section 1.4 *Architect to Design Within Approved Construction Budget.*** As estimates of the cost to construct the Project are developed, the Architect shall review such estimates and comment in writing to the District on whether the Project reasonably can be constructed for a cost that is within the then-applicable approved Construction Budget. If at any time it is reasonably anticipated that the cost to construct the Project will exceed the then-applicable approved Construction Budget, the Architect shall, as Additional Architectural Services (as defined below) to be compensated on a time and material basis by the District, modify the design of the Project in a manner reasonably acceptable to the District that maintains the character and function of the planned improvements, but reduces the estimated total cost to construct the Project to within such approved Construction Budget. In each such case, the Architect must present proposed modifications to the design of the Project to the District for approval.

**Section 1.5 *Architect to Minimize Construction Costs.*** The Architect, during the design phases of the Project, shall endeavor to: (i) make reasonable and ongoing efforts to minimize the total cost to construct the Project; and (ii) reasonably cooperate with the District and the contractor that is to construct the Project with respect to their efforts to minimize the total cost to construct the Project. For purposes of the foregoing, “the design phases of the Project” shall include, but are not limited to, submission of construction documents to the California Department of General Services, Division of State Architect (“DSA”) and DSA back-check comment implementation, change orders, requests for information, Project-meeting-related recommendations by the Architect, and Project-meeting-related requests by the District as to design issues, whether any of those activities occur before or after DSA approval of the plans and specifications for the Project. The foregoing shall apply whenever design elements of the Project require the Architect’s design efforts and regardless of whether DSA approval may be required. The Architect shall not implement or seek DSA or other required approval of any reasonable design alternative that will cost more than another reasonable alternative unless the Architect first obtains the District’s written approval. If the Architect believes that a more expensive alternative is in the District’s best interests, the Architect must confer with and obtain the written approval of the District prior to taking the action that will result in such increased cost. In connection with the foregoing, the Architect must present for District consideration all reasonable cost- savings alternatives relating to aesthetic, functional, or other non-technical matters. In each such case, the Architect must provide the District with information reasonably sufficient to permit the District to decide between the suggested alternatives, and the District

shall have a reasonable amount of time thereafter to provide written direction to the Architect as to the District's preferred alternative.

## **PART 2. SCOPE OF ARCHITECTURAL SERVICES**

**Section 2.1 Required Services.** Upon receipt of a written notice to proceed with Architectural Services from the District, the Architect shall provide the Architectural Services required for the Project as are described in Exhibit "B" attached hereto and elsewhere in this Agreement, all in accordance with all terms and conditions of this Agreement. The Architect shall not proceed to any subsequent phase or increment described herein without a prior written Notice to Proceed from the District. The District may refuse to issue a Notice to Proceed for any subsequent phase for reasonable purposes including, but not limited to, because the District is still analyzing the Project under the California Environmental Quality Act and/or has not approved the Project. The District, in its sole discretion, may eliminate or modify some or all of the scopes of the Architectural Services described in Exhibit B hereto. The District shall compensate the Architect for providing the Architectural Services as provided in Part 5 herein.

**Section 2.2 Time for Completion.** The Architect shall endeavor with good-faith reasonable efforts consistent with and limited by the Standard of Care, to cause the Architectural Services to be commenced and completed within such times as will permit the District to meet the milestone dates established for the Project in Exhibit A hereto. The Architect shall diligently apply its skills, knowledge, experience, consultants, personnel and other resources to assist the District in achieving full completion of the construction of the Project by the completion date for the Project. The District may provide written notice to the Architect at any time the District determines that the Architect is not meeting, or reasonably may or will not meet, the milestone dates established in Exhibit A hereto. Immediately upon receipt of any such notice, and to the extent specified in such notice, the Architect shall, by whatever means it deems appropriate, accelerate its services as reasonably sufficient so that all subsequent Architectural Services are completed in accordance with the milestone dates set forth in Exhibit A hereto. Such means of accelerating the Architect's work may include, but are not limited to, assigning additional personnel to the Project or employing additional personnel and/or Architect Consultants (defined in Section 3.7 herein) for purposes of the Project. The District shall only be responsible for the costs of accelerating the Architect's work in accordance with this Section to the extent the District or its consultants and contractors fail to timely perform its obligations pursuant to this Agreement and such failure results in an associated delay in the performance of the Architectural Services; but otherwise, and subject to the Architect being entitled to extensions of time pursuant to Section 11.2 herein, the Architect shall be responsible for all costs of accelerating its work as required by this Section.

**Section 2.3 Scope of Project.** The District, in its sole discretion, may modify the scope of the Project or any portion thereof, in which event, if necessary, compensation payable to the Architect pursuant to this Agreement shall be adjusted as provided in Sections 2.9 and 5.4 herein. Except as provided below in this Section, the compensation payable to the Architect shall not be increased absent any increase or expansion in scope of the Project or any Additional Architectural Services (defined in Section 2.8 herein) being authorized in accordance with this Agreement. For purposes of this Agreement, "increase or expansion in scope of the Project" shall mean that the Architect is required to provide Architectural Services beyond those



necessary for the Project as it is expressly or implicitly contemplated by the Parties as of the Effective Date. To the extent the District requires a reduction in scope of the Project to accomplish any purpose other than adjustment of the scope to ensure that the total construction cost and total Project cost do not exceed the maximum amounts permitted by this Agreement, the Architect will be entitled to compensation for the work necessary to reduce the scope of the Project as provided in Sections 2.9 and 5.4 herein, regardless of whether, in the case of the Basic Architect Fee (defined in Section 5.1) being a percentage of construction cost, the reduction in scope may result in an overall decrease in total compensation payable to the Architect pursuant to this Agreement.

**Section 2.4 *Business Administration.*** The services to be provided by the Architect pursuant to this Agreement shall be deemed all inclusive and construed to include, and the amounts payable to the Architect pursuant to this Agreement shall be deemed and construed to include adequate compensation for, any and all business administration and management services necessary for the Architect to conduct its business and perform its obligations pursuant to this Agreement, regardless of whether expressly described in this Agreement. To the extent the Architect is to be paid on an hourly, not-to-exceed or similar basis pursuant to this Agreement (i.e., not a fixed or lump-sum fee), the Architect shall exclude the costs of such business administration and management from the amounts invoiced or otherwise charged to the District.

**Section 2.5 *Consistency with Construction Delivery Method.*** Exhibit A hereto sets forth the District's determination regarding whether the Project shall be constructed on the basis of: (i) multiple- prime contracts, which involves separate contracts for the various trades necessary for construction of the Project; (ii) a single prime contract for construction of the Project awarded to a general contractor; (iii) interrelated contracts for lease-leaseback construction of the Project in accordance with Education Code Section 17406; or (iv) some other construction delivery method as permitted by law. To the extent required by law or otherwise as the District determines in its sole discretion, the District shall award construction contracts after competitive bidding and/or other competitive process(es). Any changes or modifications to the proposed delivery method, or additional bidding or construction administrative services associated with a different delivery method other than that listed in Exhibit A, shall be negotiated as a Scope Change Amendment. Consistent with and limited to the Standard of Care, the Architect shall design its plans, technical specifications and other documentation prepared pursuant to this Agreement consistent with the District's "front-end" construction documents, the construction delivery method specified for the Project, and the competitive bidding and/or competitive processes, if any, required by law or otherwise made applicable to the Project. The Architect shall as necessary implement and adhere to all policies, procedures and time-lines set forth in the District's front-end construction documents, including, without limitation, all procedures for review and approval of payment applications.

**Section 2.6 *Assistance in Selecting Consultants.*** Upon request of the District, the Architect shall assist the District with selection of a DSA-approved construction inspector for the Project ("Project Inspector"), including, without limitation, any processing of documentation with the DSA as necessary in connection with approval of the Project Inspector. Also upon request of the District, the Architect shall: (i) provide suggestions as to the required or advisable qualifications of individuals or companies that will provide other necessary or convenient

testing, inspection, or geotechnical or other services in connection with the Project (each an "Additional Consultant"); (ii) identify any individuals or companies that the Architect recommends be considered by the District as potential Additional Consultants; and (iii) review and provide comments to the District regarding the qualifications and proposed compensation of any potential Additional Consultants being considered by the District. The foregoing shall not be deemed or construed to require that the Architect participate in any interviews of potential Additional Consultants or that the Architect assume any responsibility or liability for the performance of any Additional Consultant employed by the District.

**Section 2.7 *Coordination with District Consultants.*** The District, in its sole discretion, may at any time employ consultants in connection with the Project other than the Architect. To facilitate achieving the District's goals for the Project as those may be refined, revised or modified from time to time, the Architect shall at all times reasonably cooperate, coordinate and consult with the District and the District's consultants in regard to the Architect's activities in connection with its performance of this Agreement. The Architect shall be entitled to reasonably rely upon the adequacy, accuracy and completeness of the work, services, certifications, or approvals performed by all consultants retained by the District.

**Section 2.8 *Additional Architectural Services.*** The District may at any time request that the Architect provide Architectural Services related to the Project that are in addition to services previously required pursuant to this Agreement ("Additional Architectural Services"). When authorized, Additional Architectural Services shall for all purposes of this Agreement be construed and administered in the same manner as other Architectural Services required pursuant to this Agreement. As used herein, Additional Architectural Services shall mean any service or work by the Architect that the District determines is desirable or convenient, or necessary in relation to or in addition to the Project, but which was not previously within the anticipated scope of the Architectural Services. Additional Architectural Services may include, but are not limited to, the services specified in Exhibit "C" attached hereto. The District shall authorize and pay for Additional Architectural Services as provided in Sections 2.9 and 5.4 herein, respectively.

**Section 2.9 *Scope Change Amendments.***

(a) Any and all changes in the Architectural Services to be provided pursuant to this Agreement, including, without limitation, any Additional Architectural Services, must be documented in a written amendment to this Agreement (each a "Scope Change Amendment"), and must be duly approved by the Governing Board of the District ("Governing Board"). No Scope Change Amendment shall be deemed or construed to be valid or effective for any purpose prior to approval by the Governing Board. Each Party must reasonably cooperate with the other Party with respect to determining mutually-agreeable terms for proposed Scope Change Amendments. In the event the Parties are unable to agree on the terms for any Scope Change Amendment, the Parties shall resolve the dispute as provided in Section 10.8 herein.

(b) A Scope Change Amendment shall be compensated as Additional Architectural Services if the change: (i) is an alteration in scope of the Project requested by the District for any reason other than to ensure that the total construction cost and total Project cost do not exceed the maximum amounts permitted by this Agreement; (ii) is necessary solely as a

result of a change in any federal, State of California (“State”) or local law, rule, ordinance, regulation or other requirement of any governmental entity with competent jurisdiction (each a “Legal Requirement”) applicable to the performance of the Architectural Services pursuant to this Agreement that the Architect reasonably could not have anticipated; (iii) is necessary as a result of any “field” change mandated by a governmental agency with jurisdiction over the Project after approval of the plans and specifications, and the field change is not attributable to any error, omission or other defect in the plans and specifications; or (iv) results from unknown, unforeseeable or hidden conditions, or from actual conditions inconsistent with drawings or descriptions of existing conditions available to the Architect.

(c) The Architect, at no cost to the District, shall prepare, process and implement any and all Scope Change Amendments necessary as a result of any error, omission or other defect which violates the Standard of Care in the plans, specifications or other Architectural Services, including, without limitation, those that arise from the negligence, recklessness or willful misconduct of the Architect or any Architect Consultant (defined in Section 3.7 herein). The Architect must complete all of the foregoing actions, as well as all Architectural Services required pursuant to any such Scope Change Amendment, within a reasonable time.

### ***PART 3. TERMS AND CONDITIONS FOR ARCHITECT’S SERVICES***

**Section 3.1 *Architect Qualifications.*** The Architect represents that it possesses and shall apply all personnel, professional qualifications, skills, knowledge, experience and financial capacity and reserves as are necessary to timely and competently provide the Architectural Services required pursuant to this Agreement. The Architect further represents that it, either directly or through its employees, has all licenses, certifications, permits, and other approvals of whatever nature as are legally required to perform the Architectural Services required pursuant to this Agreement, and that it shall maintain the same in effect at all times when performing the Architectural Services. The Architect shall at all times perform the Architectural Services required pursuant to this Agreement consistent with the Standards of Care as defined above. The Architect shall perform the Architectural Services required pursuant to this Agreement as expeditiously as is consistent with the Standard of Care for the orderly progress of the Project.

**Section 3.2 *Independent Contractor.*** The Architect is an independent contractor and shall not be deemed or construed to be an employee, general agent or general representative of the District. Any limited agent or limited representative status conferred on the Architect pursuant to this Agreement shall be deemed and construed to extend only so far as is reasonably necessary for the Architect to perform its duties and responsibilities pursuant to this Agreement. As between the Architect and the District, the personnel (including, without limitation, employees of any Architect Consultant) performing any of the Architectural Services on behalf of the Architect shall at all times be subject to the exclusive direction and control of the Architect. The Architect shall pay or otherwise be responsible for all wages, salaries and other amounts due to such personnel. The Architect shall be responsible for all reporting and other obligations with respect to such personnel, including, but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers’ compensation insurance.

### **Section 3.3 *Manner of Performing Architectural Services.***

(a) Except as expressly set forth in this Agreement or agreed by the Parties in writing after the Effective Date, the Architect shall have the sole discretion to determine the manner in which it will perform the Architectural Services.

(b) The Architect shall furnish at its sole cost and expense all technical and professional services, including, but not limited to, labor, material, equipment, transportation, supervision and expertise, necessary to perform the Architectural Services required pursuant to this Agreement.

(c) The Architect also shall comply with all District rules, policies or other requirements applicable to presence on District property, including, but not limited to, policies regarding use of drugs, alcohol, and tobacco, and, in any situation where pupils are or may be present, the District's policy for criminal-history background checks.

(d) The Architect shall become and remain familiar with, shall comply with, and shall be responsible for any failure to comply with, any and all Legal Requirements applicable to the performance of the Architectural Services pursuant to this Agreement. The Architect also shall be responsible for ensuring that each Architect Consultant becomes and remains familiar with, complies with, and is responsible for any failure by it to comply with, any and all Legal Requirements applicable to or that relate to the portion of the Architectural Services performed by such Architect Consultant.

(e) The Architect, at its cost and without additional compensation from the District, shall be responsible for the payment of prevailing wages, if applicable, to the employees of the Architect or any Architect Consultant in accordance with the requirements of Labor Code Section 1770 et seq., if all or any portion of the Architectural Services are determined to be a "public work" as that term is defined in the Labor Code.

#### **Section 3.4 *Responsibility for Architectural Services***

#### **Section 3.6**

a) The Architect shall in all circumstances be solely responsible, consistent with the provisions of this Agreement, for the professional quality, technical accuracy and the coordination of the Architectural Services and the products thereof, including, without limitation, the plans, specifications and other documents intended to facilitate planning and construction of the Project. The Architect also, without additional compensation and regardless of whether it has received final payment pursuant to this Agreement, shall correct any such errors or omissions. The District's acceptance of any work or services performed by or on behalf of the Architect shall not be deemed or construed to constitute a waiver by the District or to relieve the Architect of its responsibility for any errors and omissions in such work or services. If, at any time prior to one year after final payment to the Architect pursuant to this Agreement, the Architect becomes aware of any error, omission or other defect in breach of the Standard of Care in the Architectural Services and/or the products thereof, the Architect shall immediately provide written notice thereof to the District, and any failure by the Architect to provide such notice shall be deemed a material breach of the Architect's obligations pursuant to this Agreement. Equal Opportunity Employer.

b) The Architect represents and warrants that it is an equal opportunity employer and that it shall not discriminate against any employee or any applicant for employment in violation of any applicable Legal Requirement, including, without limitation, discrimination on the basis of characteristics or attributes such as race, religion, color, national origin, ancestry, sex, or age. The Architect shall not unlawfully discriminate with respect to any of its activities as an employer, including, but not be limited to, initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, and termination of employment.

***Section 3.5 Designated Architect Representatives.***

(a) The Architect's representative(s) for all purposes of this Agreement (each a "Designated Architect Representative") are designated in Exhibit "D" attached hereto. The Architect may at no time designate more than three Designated Architect Representatives for purposes of communications with the District and its consultants, decision-making on behalf of the Architect, and other administration of this Agreement.

(b) Each Designated Architect Representative must be duly authorized by the Architect to make decisions on behalf of the Architect and to bind the Architect thereto. Should any Designated Architect Representative have only limited authority, e.g., within a specific scope of services or for a limited portion of the Architectural Services, the limitation(s) on such person's authority must be specified in Exhibit D hereto. At least one Designated Architect Representative must be fully authorized to make any and all decisions necessary in connection with this Agreement and the Project.

(c) The Architect may change any Designated Architect Representative(s) if any of the key personnel become unavailable to perform services in connection with the Agreement (e.g., termination of employment, paternity/maternity leave, death, illness, disability, et cetera) and only upon written approval by the District of the replacement Designated Architect Representative(s). The Architect shall specify in reasonably-detailed writing any limitation(s) on the authority of any of its replacement Designated Architect Representative(s).

(d) The District may require that the Architect replace any Designated Architect Representative designated in Exhibit D hereto or otherwise providing Architectural Services pursuant to this Agreement, if the District determines that the performance of such person is unsatisfactory. Immediately upon receipt of written notice from the District requiring removal of a Designated Architect Representative, the Architect must remove such person from the Project, and, within seven days after receipt of such notice, the Architect must submit to the District for approval the resume, including at a minimum, the name, education, work experience, qualifications and, if applicable, professional license or registration type and number, of a proposed replacement Designated Architect Representative. The District shall promptly either approve or disapprove the proposed replacement Designated Architect Representative, but the District shall not unreasonably withhold or deny approval of any such replacement, and any disapproval must be in writing and set forth the District's reasons for disapproval.

### **Section 3.6 *Architect Consultants.***

(a) The Architect, at its expense, shall employ or retain any and all such engineers and other consultants as required for the Architect to perform its obligations pursuant to this Agreement (each an "Architect Consultant"), including, but not limited to, architects, landscape architects, food-service consultants, mechanical engineers, electrical engineers, structural engineers, civil engineers and others as necessary. Each Architect Consultant must be licensed to practice its profession in the State and must be fully qualified to perform the services it is to perform in connection with this Agreement.

(b) The Architect Consultants that the Architect anticipates will be required for purposes of this Agreement have, prior to the Effective Date, been approved by the District and are listed in Exhibit "E" attached hereto. The Architect must obtain written approval from the District prior to changing any such Architect Consultant and/or employing any other Architect Consultant to perform any of the work or services required pursuant to this Agreement. The Architect shall describe in writing to the District the scope and extent of the services to be provided by each such substitute or additional Architect Consultant and the names and contact information of each of its project managers and key or lead personnel for purposes of the Project. The District, promptly and in its reasonable discretion, may approve or disapprove of any substitute or additional Architect Consultant; provided that any disapproval of any such Architect Consultant must be in writing and set forth the District's reasons for disapproval.

(c) Architect Consultants may provide assistance during any phase of the Project planning, design and/or construction, including, without limitation, review of schedules, shop drawings, samples, submittals, and requests for information. Architect Consultants also may, to the extent consistent with Title 24, Part 1, Sections 4-316(b) and 4-333(a), and other applicable requirements, conduct periodic reviews of the construction to determine conformance with Project design and specifications and may participate in the final reviews and development of any "punch list" items.

(d) Unless the District requests direct communication from an Architect Consultant, all communications to the District from any Architect Consultant must be directed through the Architect. The District may, but shall not be required to, initiate direct communications with any Architect Consultant, and the District shall copy the Architect on any written communications sent to any Architect Consultant. In no event shall any such direct communication that would result in any change in the Architectural Services be deemed or construed to constitute orders, direction, or instructions from the District to any Architect Consultant, and no changes in the Architectural Services based on any such direct communication may be implemented unless and until the Parties so agree.

(e) Notwithstanding performance of any of the Architectural Services by any Architect Consultant(s), the Architect shall remain fully and solely liable for performance of all of the Architectural Services required pursuant to this Agreement. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any Architect Consultant.

(f) The Architect must pay all amounts due and owing to its Architect Consultants on account of Architectural Services they provide pursuant to this Agreement, as and when due, and in accordance with applicable contracts and law, including, without limitation, Civil Code Section 3321.

(g) The District may require that the Architect replace any Architect Consultant, or employee or other representative thereof, if the District determines that the performance of such Architect Consultant or person is unsatisfactory. Immediately upon receipt of written notice from the District, the Architect must remove such Architect Consultant or person from the Project, and, within seven days after receipt of such notice, the Architect must submit to the District for approval the resume or other information, including, as applicable, the name, education, work experience, qualifications and, if applicable, professional license or registration type and number, of a replacement for a proposed replacement for the Architect Consultant or person. The District shall promptly either approve or disapprove the proposed replacement for the Architect Consultant or person, but the District shall not unreasonably withhold or deny approval of any such replacement, and any disapproval must be in writing and set forth the District's reasons for disapproval.

**Section 3.7 *No Assignment or Subcontracting.*** All Architectural Services to be furnished pursuant to this Agreement shall be deemed and construed to be professional services. Therefore, except as provided in Section 3.7, the Architect shall have no right or power to assign, sublet, transfer or otherwise substitute its interest in, or its rights or obligations pursuant to, this Agreement without the prior written consent of the District. Except as provided in Section 3.7, the Architect shall perform the Architectural Services required pursuant to this Agreement with resources available within its own organization, and no portion of such Architectural Services shall be performed by any subcontractor to the Architect without the prior written consent of the District.

**Section 3.8 *Accounting Records and Other Materials.*** The Architect and each Architect Consultant shall prepare and maintain appropriate files, accounts and other records relating to their performance pursuant to this Agreement. The Architect and each Architect Consultant shall maintain such records in accordance with generally-accepted accounting principles and standards. The Architect and each Architect Consultant shall permit representatives of the District, the State, and any other governmental entity with jurisdiction in whole or part over the Project or the Architectural Services, at any reasonable time and with reasonable notice, to inspect, review and/or copy any or all such records, including, without limitation, for purposes of determining whether the Architectural Services are being or have been performed in accordance with the terms of this Agreement and/or applicable Legal Requirements. The Architect shall include in each contract with the Architect Consultants provisions to effect the requirements of this Section, and any failure by the Architect to do so shall be deemed and construed as a material breach by the Architect of its obligations pursuant to this Agreement.

**Section 3.9 *Copies of Materials.*** The District shall have the right, at any reasonable time and after reasonable notice, to obtain for its records copies of all drawings, specifications, accounting and other records, schedules, and other materials that may be prepared by the Architect or any Architect Consultant pursuant to this Agreement, including, without limitation,

additional copies of materials previously provided to the District. Except as otherwise provided in this Agreement, the District shall pay the cost of copying materials that it requests, not to exceed the reasonable direct costs of copying such materials.



## **PART 4. DISTRICT RESPONSIBILITIES**

**Section 4.1 *Designated District Representatives.*** The District's representatives as of the Effective Date for purposes of administering this Agreement are designated in Exhibit D hereto (each a "Designated District Representative"). The District's Superintendent, Assistant Superintendent of Business Services, or Designee may at any time and for any reason designate in writing to the Architect a replacement for any Designated District Representative. Should any Designated District Representative have only limited authority, e.g., within a specific area of responsibility or for a limited portion of the administration required for this Agreement, the limitations on such person's authority are specified in Exhibit D hereto. For any and all purposes of this Agreement, and except as may be provided herein, the Architect shall not accept or rely on any consent, instruction or direction from any person not designated in Exhibit D hereto or not having the requisite authority to provide such consent, instruction or direction. In no event shall any such unauthorized consent, instruction or direction be deemed or construed to bind the District or make it responsible or liable for any act or forbearance by the Architect in response thereto. Nothing in this Section shall be deemed or construed to eliminate any requirement for approval, instruction or direction by the Governing Board if required by Legal Requirement, contract, or as determined necessary or convenient by the District. The District, at any time and with respect to any matter relating to this Agreement, may determine that Governing Board approval, instruction or direction is necessary or convenient. In addition, nothing in this Section shall be deemed or construed to limit the Architect's obligations to coordinate, cooperate and consult with District staff and consultants as required, necessary or convenient in connection with the performance of the Architectural Services.

**Section 4.2 *Project Information.*** The procedures and requirements set forth in Exhibit B hereto are intended to facilitate dissemination from the District to the Architect of information regarding the Project and the Project site necessary or convenient for purposes of the performance of the Architectural Services. To the extent the Architect may from time to time require additional information or clarification of information previously provided, then, upon request from the Architect, the District shall provide such information or clarification of information regarding the Project or the Project site as the District may possess or reasonably obtain. The District shall respond within a reasonable time to the Architect's requests for any such information or clarification of information.

**Section 4.3 *District Approvals.*** The District shall review within a reasonable time any Project submittals as are provided by the Architect and which require District approval. Subject to the Architect providing each such submittal a reasonable time in advance of when a decision is required, and subject to the Architect making the District aware of any applicable time constraints, the District shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architectural Services and the Project.

**Section 4.4 *Inspections and Testing.*** The District, at its expense and if and as required, shall retain a Project Inspector for the Project. Except as otherwise provided in any construction contract or other agreement related to the Project, the District shall arrange and pay for any structural, mechanical, chemical and other laboratory tests, inspections, and reports for the Project (including, without limitation, review and identification of potential asbestos-containing materials) that are required by any applicable Legal Requirement, required to obtain

any necessary permit or approval, or required by the plans and/or specifications for the Project. Upon request of the Architect, the District also shall arrange and pay for the services of a hydrologist, certified abatement consultant, or other consultants not typically provided by architects when such services are reasonably necessary for Architect to perform the Architectural Services. The Architect shall timely inform the District regarding the need for any such tests, inspections, reports and services.

**Section 4.5 *Hazardous Materials.***

(a) In the event either Party becomes aware of the presence of, discharge of, or exposure of any person to, any Hazardous Materials (defined in Subsection (c) of this Section) at or in the immediate vicinity of the Project site, or of the substantial likelihood or risk of any such presence, discharge or exposure, such Party shall immediately notify the other Party in writing. Notwithstanding the foregoing, if any person has been exposed to any Hazardous Materials, or if any Hazardous Materials may pose a significant danger to any person or property, the Party that discovers or learns of such situation must make immediate attempts to inform the other Party via telephone, followed by the written notice required by this Section.

(b) To the extent the Architect deems necessary or advisable, the Architect shall recommend that the District retain a qualified consultant to evaluate whether asbestos and/or asbestos- containing materials (herein, "Asbestos Containing Materials") are present at the Project site. If a consultant recommends a procedure to deal with any Asbestos Containing Materials that are present at the Project site, the District shall require that the consultant draft specifications for the removal or other remediation of the Asbestos Containing Materials, and subsequently may require certification that the Asbestos Containing Materials have been properly removed or otherwise remediated. The Architect shall include the consultant's recommendations and specifications in the appropriate design documents for the Project and shall, at no extra cost to the District, ensure that the plans, specifications and other documents prepared by the Architect pursuant to this Agreement are consistent with the consultant's recommendations and specifications. Nothing in the foregoing shall be deemed or construed to relieve the Architect of any responsibility for its design of the Project, and the Architect must provide written notice to the District if the Architect reasonably determines that consistency of its design with the consultant's recommendations and specifications would result in violation of any applicable Legal Requirement, or would otherwise render the Architect's design of the Project inappropriate.

(c) "Hazardous Materials," for purposes of this Section, means any hazardous or toxic substance, material, or waste which is or becomes subject to regulation as such by any agency, municipality or political subdivision of the State or the United States, including, but not limited to, any material or substance that is any of the following:

- (i) a hazardous substance, as defined in Section 25316 or subdivision (p) of Section 25501 of the Health and Safety Code;
- (ii) a hazardous material, as defined in subdivision (o) of Section 25501 of the Health and Safety Code;

- (iii) a regulated substance, as defined in subdivision (g) of Section 25532 of the Health and Safety Code;
- (iv) a hazardous waste, as defined in Section 25117 of the Health and Safety Code;
- (v) an extremely hazardous waste, as defined in Section 25115 of the Health and Safety Code;
- (vi) petroleum;
- (vii) asbestos;
- (viii) designated as a hazardous substance for purposes of Section 311 of the Federal Water Pollution Control Act, as amended (33 U.S.C. Sec. 1321);
- (ix) a hazardous waste, as defined by subsection (5) of Section 1004 of the federal Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Sec. 6903);
- (x) a hazardous substance, as defined by subsection (14) of Section 101 of the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601); or
- (xi) a regulated substance, as defined in Section 9001 of the federal Solid Waste Disposal Act, as amended (42 U.S.C. Sec. 6991).

**Section 4.6 *Site Surveys.*** If reasonably determined necessary by the Architect, the District shall procure at its expense a certified survey of the Project site, including: (i) grades and lines of streets, alleys, pavements, adjoining properties and structures; (ii) adjacent drainage; (iii) rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site; (iv) locations, dimensions and floor elevations of existing buildings, other improvements and trees; and (v) available utility services and lines, both public and private above and below grade, including inverts and depths. All information on the survey customarily referenced to a benchmark shall be referenced to an available permanent benchmark closest to or on the Project site.

**Section 4.7 *Payment of Design-Related Fees.*** The Architect must provide written notice to the District of each fee required to be paid to any reviewing, permitting, and/or licensing agencies in connection with the design or approval of the Project, including: (i) the agency to which such fee must be paid; (ii) the purpose of such fee; (iii) the amount of such fee; and (iv) the date by which such fee is due. The Architect must provide each such notice a sufficient time in advance of the due date to permit the District to request issuance of a warrant for the fee amount, which may require up to two weeks in some cases. The District shall have no

responsibility or liability for business or professional licensing or any other fees required for Architect to conduct its business.

**Section 4.8 Professional Services.** The District shall at its expense procure such legal, accounting, insurance and other professional services as may be required or convenient for the District to perform its duties pursuant to this Agreement. Such professional services may include, without limitation, auditing services as required to verify applications for payment for work on the Project or to confirm fees and expenses paid by the Architect on behalf of the District. Upon consent of the District in each such instance, the Architect or any Architect Consultant may contact the District's legal counsel directly if reasonably required in connection with the performance of the Architectural Services, but such legal counsel shall at all times be deemed and construed to represent the District, not the Architect or any Architect Consultant, and in no event shall any discussion with such legal counsel be deemed or construed to constitute legal advice to or for the Architect or any Architect Consultant.

**Section 4.9 Notice of Defects and Claims.** The District shall notify the Architect within a reasonable time after receipt or becoming aware of any fault or defect in the Architectural Services or the Project, or of any claim, action or other proceeding arising therefrom.

## **PART 5. COMPENSATION FOR ARCHITECTURAL SERVICES**

**Section 5.1 Basic Architect Fee and Reimbursable Expenses.** In exchange for the Architect providing the Architectural Services required pursuant to and in accordance with this Agreement, the District, in accordance with this Part, shall pay to the Architect such compensation as determined in accordance with Paragraph A of Exhibit "F" attached hereto (the "Basic Architect Fee"). The Basic Architect Fee shall be deemed and construed to include compensation to the Architect for any and all out-of-pocket expenses incurred by the Architect in the performance of the Architectural Services, including, but not limited to, costs of items to be delivered to District in accordance with this Agreement, costs of printing and reproduction necessary for the Architect's in-house design-related activities, shipping expenses, travel expenses, meal expenses, telephone expenses, and similar costs and expenses. Notwithstanding the foregoing, the District shall also reimburse the Architect in accordance with Section 5.3 for authorized Reimbursable Expenses incurred by the Architect.

### **Section 5.2 Payment of Basic Architect Fee.**

(a) Exhibit F hereto may provide that the Basic Architect Fee is to be paid, on a monthly basis pursuant to Section 5.5 herein, in accordance with payment benchmarks or a payment schedule, in which event the District, on such monthly basis, shall pay the portions of the Basic Architect Fee earned by the Architect to the Architect in accordance with such benchmarks or schedule and the other provisions of this Agreement.

(b) If Exhibit F hereto does not specify any payment benchmarks or schedule, the Architect may invoice to the District for any particular month an amount determined on an hourly-basis for actual work completed in such month; provided that at no time shall the District be required to pay the Architect to the extent the total of any and all payments to the Architect

pursuant to this Agreement relative to the total lump-sum Basic Architect Fee would be proportionately larger than the portion of the Architectural Services completed as of the invoice date relative to all Architectural Services required pursuant to this Agreement.

**Section 5.3 *Reimbursable Expenses.*** For purposes of this Agreement, “Reimbursable Expenses” shall mean only those out-of-pocket expenses expressly stated in this Agreement as being reimbursable to the Architect and other expenses approved in advance pursuant to this Section. Reimbursable Expenses may include the cost of: (i) printing, plotting (including 3D plotting), and delivery of documents for reviewing, permitting and/or licensing agencies with competent jurisdiction over the Project and for bidding and construction purposes; and (ii) photographs, renderings, models and mock-ups as are requested by the District; provided that the Architect is not otherwise required to provide such items pursuant to this Agreement. Reimbursable Expenses shall include only those costs that: (i) are for an item not expressly or implicitly the responsibility of the Architect pursuant to this Agreement; (ii) are directly related to provision of the Architectural Services; and (iii) are approved by the District in advance of such costs being incurred by the Architect. The Architect shall take all reasonable steps necessary to obtain the most competitive prices available for such Reimbursable Expenses and shall invoice Reimbursable Expenses to the District only at the actual cost incurred by the Architect, without any markup. The Architect shall not incur any Reimbursable Expenses without the prior written approval of the District, and the District shall not be obligated to pay any expense or cost incurred by the Architect prior to obtaining such approval. If the District approves as a Reimbursable Expense any personal-vehicle transportation expense, the reimbursement shall be limited to the applicable per-mile reimbursement rate specified by the U.S. Internal Revenue Service. The District shall not be required to reimburse any Reimbursable Expense if the expenditure is not adequately documented as provided in Section 5.5 herein, and in no event may the total of the expenses reimbursed to the Architect pursuant to this Agreement exceed an amount equal to four percent of the Basic Architect Fee payable pursuant to this Agreement.

**Section 5.4 *Adjustment to Basic Architect Fee.*** If Additional Architectural Services are authorized as provided in Section 2.9 herein, the Basic Architect Fee for the Project shall be adjusted to include compensation for the Additional Architectural Services as is agreed by the Parties and set forth in an applicable Scope Change Amendment, regardless of whether the performance of such services results in an increase or decrease in the scope or construction cost of the Project. The compensation for Additional Architectural Services set forth in the Scope Change Amendment, including, without limitation, any compensation specified on an hourly basis using the hourly rates specified in Exhibit F hereto, shall be deemed and construed to include any and all overhead, profit, and other markup on the Additional Architectural Services, regardless of whether provided by the Architect or any Architect Consultant.

**Section 5.5 *Invoicing and Payment.***

(a) Not later than the tenth day of each month, the Architect shall invoice the District for requested payments of the Basic Architect Fee and any authorized Reimbursable Expenses attributable to the preceding month. Such invoice(s) must include any and all amounts, without limitation, to be asserted by the Architect as payable on account of Architectural Services and Reimbursable Expenses attributable to the preceding month. Each invoice must be

accompanied by an application for payment, in the form provided by the District upon request, that has been completed and signed by the Architect and by which the Architect shall certify that the invoiced amounts are true and correct. The Architect may submit invoices to the District that combine the Architect's requests for payment of the Basic Architect Fee and Reimbursable Expenses, provided that such amounts are separately itemized in the invoice. Any and all invoiced amounts are subject to verification by the District. The Architect shall in each invoice specifically describe the basis or bases for the compensation requested and shall submit the invoice to the District together with documentation reasonably, specifically and adequately supporting the Architect's request for compensation as set forth in the invoice. If an invoice requests payment for Architectural Services or Additional Architectural Services provided on a time-and-materials or other hourly-rate basis, the documentation to be submitted by the Architect in support of the invoice must also include an itemization of the amount of time spent by each person performing the services and the work accomplished during such time. Except as provided in this Agreement, the District shall review and pay all approved amounts set forth in an invoice within thirty days of receipt of the invoice.

(b) In the event the District notifies the Architect that the District has disallowed a portion, but not the whole, of any amount included in an invoice submitted by the Architect, the Architect, within two days after notification, must submit a new unconditional waiver and release of claims, executed as required by this Section, that specifies the portion of the invoiced amount approved by the District.

(c) The forms of waiver and release of claims submitted by the Architect pursuant to this Section must be approved in advance by the District, and such approval shall be a condition precedent to the District's obligation to pay the Architect. A conditional waiver and release must, subject to subsequent receipt of payment, waive all claim, lien, stop notice and similar rights of the Architect against the District, the Project site and the Project, with respect to the amounts to be paid to the Architect on account of an invoiced amount. An unconditional waiver and release must unconditionally, irrevocably, and finally waive all such rights against the District, the Project site and the Project, with respect to the payments previously and actually made to, as applicable, the Architect or the Architect Consultant. Each waiver and release must be duly- executed and must contain an original signature and printed name and title of the person who has executed it.

(d) Notwithstanding anything to the contrary, within ten days of the receipt of an invoice from the Architect, the District may request that the Architect provide additional information or documentation as may be necessary for the District to verify and approve the compensation requested in the invoice. The Architect shall provide any such information or documentation requested by the District promptly, but in no event later than fourteen days after receipt of the District's request. In the event the District so requests additional information or documentation, the period in which the District must pay the Architect shall be extended by the number of days taken by the Architect to provide reasonably adequate supporting information or documentation.

**Section 5.6 Final Payment.** Upon full and final completion of all Architectural Services, the Architect may submit a final invoice to the District for the balance of the Basic Architect Fee for the Project. As provided in Part K of Exhibit B hereto, a condition precedent to

the District's obligation to pay such final payment to the Architect shall be that the final close-out submittal for the Project has been accepted as complete by the DSA and the Architect has provided to the District copies of all documents submitted to the DSA and other governmental entities in connection with close-out of the Project. The entirety of such final payment to the Architect shall be deemed and construed to constitute retention. Subject to the provisions of Section 5.5 herein other than for timing of payment, the District shall pay the balance of the applicable Basic Architect Fee to the Architect within forty-five days of the receipt of the final invoice.

**Section 5.7 *Interest on Late Payments.*** All amounts hereby payable by the District to the Architect that remain unpaid after the applicable period allowed pursuant to this Agreement, at the option of the Architect, shall accrue interest at the rate specified in Subsection (b) of Civil Code Section 3320. In such event, the interest payable pursuant to this Section shall be in lieu of any other interest. The provisions of this Section shall be construed to mean that interest shall not accrue during the pendency of any dispute in regard to any amount payable or during any period in which the District is awaiting receipt of additional information or documentation in support of an invoiced amount as provided in Section 5.5 herein.

**Section 5.8 *Disputed Amounts.***

(a) In the event of a good-faith dispute between the Parties regarding any amounts set forth in an invoice submitted by the Architect, the District shall provide written notice to the Architect specifying each disputed amount and setting forth the basis or bases for the dispute in detail reasonably sufficient to explain the District's objection to payment of the disputed amount ("Notice of Payment Dispute"). Notwithstanding anything in this Agreement to the contrary and in accordance with Civil Code Section 3320, the District may withhold from any payment an amount up to and including one-hundred and fifty percent of the disputed amount. The foregoing shall not be deemed or construed to limit any other remedies available to the District. Notwithstanding any dispute, after withholding appropriate funds in accordance with this Section, the District shall pay the remainder of any undisputed portions or amounts of an invoice, if any, within the time required pursuant to this Agreement.

(b) The District shall provide a Notice of Payment Dispute to the Architect in accordance with whichever of the following is applicable: (i) not later than fourteen days after receipt of the invoice that includes the disputed amount(s); (ii) not later than fourteen days after receipt of additional supporting information or documentation relating to the disputed amount(s) provided by the Architect in accordance with Subsection (b) of Section 5.5; or (iii) at any time after failure of the Architect to provide information or documentation relating to the disputed amount(s) requested by the District pursuant to Subsection (b) of Section 5.5 prior to the expiration of the maximum fourteen-day period specified therein for providing such information or documentation.

(c) To facilitate the avoidance of any wrongful withholding of payment to the Architect, not later than fifteen days after receipt of any Notice of Payment Dispute, the Architect shall provide to the District any justification of a disputed amount as the Architect desires to submit. If the Architect does not submit any justification of a disputed amount within such fifteen-day period, the Architect shall be deemed to have withdrawn its request for such

amount and it shall be deemed to be deleted from the invoice in which it had been included and may not be re-invoiced by the Architect. If the Architect submits any justification of a disputed amount, then, not later than fifteen days after receipt of such justification, the District shall either pay the disputed amount or provide Architect with a written explanation of District's continuing objection.

(d) In the event of a continuing objection by the District to payment of a disputed amount after exchange of information as provided above in this Section, the Parties may resolve the dispute in the manner permitted pursuant to this Agreement and applicable Legal Requirements, but the District shall not be required to pay the disputed amount prior to resolution of the dispute by the Parties. Any such extension of time for payment by the District shall be in addition to any extension of time available to the District pursuant to Section 5.5 herein. Notwithstanding the existence of, and pending resolution of, any claim, disagreement or dispute between the Parties in regard to any disputed amount, the Architect shall continue to provide and perform the Architectural Services required pursuant to this Agreement and, except for the disputed amounts, the District shall continue to pay the Architect in accordance with this Agreement. To the extent a final judgment of a court of competent jurisdiction holds, or it is determined through mediation pursuant to Section 10.8 herein, that District wrongfully withheld payment to the Architect, the District shall pay interest as required pursuant to Civil Code Section 3320(b).

## ***PART 6. ARCHITECT INDEMNIFICATION AND INSURANCE***

**Section 6.1 *Indemnification of District.*** The Architect shall defend, indemnify and hold-harmless the District, the Governing Board and each member thereof, and the District's other officers, and employees (collectively, not including the District, the "District Indemnitees"), and each of them, from and against any and all claims, actions, damages, losses, costs, expenses and other liabilities (including, but not limited to, damage to property and injury, including death, of any person) arising from, pertaining to, or relating to the negligence, recklessness or willful misconduct of the Architect, any Architect Consultant, or anyone working under or for any of them, in connection with the performance of this Agreement. The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8 as it exists as of the Effective Date. In no event shall the cost to defend charged to Architect exceed Architect's proportionate percentage of fault. The Architect's obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or performance or completion of any or all Architectural Services provided pursuant to this Agreement.

### **Section 6.2 *Required Insurance Coverage.***

(a) The Architect shall obtain and maintain at all times during the performance of the Architectural Services such policies of insurance coverage as may be required by Legal Requirement, but, at a minimum, shall obtain and maintain the insurance coverages as are described in this Section and Exhibit "G" attached hereto. Each of the Liability Policy and the Vehicle Liability Policy (both defined in Exhibit G hereto) shall be primary and not contributing with respect to any insurance or self-insurance programs covering or maintained by the District and/or any of the District Agents. Any insurance proceeds received by the



Architect attributable to claims or damages for which the District is liable shall serve to offset the District's liability for such claims or damages. The performance of the Architect's obligation to obtain and maintain the insurance coverages required pursuant to this Agreement is a material part of the consideration given to the District in exchange for entering into this Agreement, and any failure by the Architect to obtain, maintain or renew such policies as provided herein shall be deemed and construed as a material breach by the Architect of its obligations pursuant to this Agreement. If the Architect fails to maintain the insurance policies as required pursuant to this Agreement, the District may, in its discretion: (i) obtain and maintain such insurance coverage as it determines necessary; and (ii) withhold funds from the Architect due hereunder and, without liability to, or recourse by, the Architect, use those funds to pay the cost of such insurance coverage.

(b) Prior to commencing any of the Architectural Services to be performed pursuant to this Agreement, the Architect must provide to the District, by e-mail, with originals sent within 24 hours thereafter by certified or registered U.S. Mail: (i) duly authorized and executed certificates of insurance evidencing that such insurance policies are in effect (each a "Certificate of Insurance"); and (ii) complete copies of all insurance policies (including, without limitation, all applicable endorsements) required pursuant to this Agreement. The District may review the insurance policies and Certificates of Insurance to determine compliance with the requirements of this Agreement, but no review or failure to review by the District shall be deemed or construed to limit, condition or qualify the Architect's obligations pursuant to this Agreement, or to waive or release any of the District's rights pursuant to this Agreement. The Architect must renew each policy of insurance required pursuant to this Agreement that will expire prior to completion of all Architectural Services and, within the time required pursuant to Subsection (c) of this Section, must provide or cause its insurer to provide to the District an updated Certificate of Insurance for each such renewal. Any failure of the Architect to provide the Certificates of Insurance and/or policies in accordance with this Subsection (b) shall be deemed to constitute a material breach of the Architect's obligations pursuant to this Agreement.

(c) Notwithstanding anything to the contrary: (i) the Architect must have the Professional Liability Policy described in Exhibit G hereto in full force and effect prior to commencing the Architectural Services; and (ii) if any of the required policies provide claims-made coverage: (1) the Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Architect must purchase "extended reporting" insurance coverage or an endorsement to extend the claims reporting period to include whatever remains of the time period of five (5) years after final completion and acceptance of the Project.

(d) The insurance policies required pursuant to this Agreement must be issued by one or more insurers licensed to do business in this State and having an A.M. Best Company rating of not less than an "A Minus" and Financial Size Category of not less than "X." If the insurance policies required by this Agreement, or any of them, are proposed to be issued from an entity, company, or program that is not rated by A.M. Best Company, the use of such insurance policies must be approved in advance, in writing, by the District prior to the start of the

Architectural Services described in this Agreement. Each insurance policy and each Certificate of Insurance must expressly require or be endorsed to require that the insurer provide written notice to the District not less than thirty days prior to any cancellation, termination, or expiration without renewal of the policy, except in the case of termination for non-payment of premium, in which case the insurer must provide notice not less than ten days prior to termination. Including the foregoing requirements only in a Certificate of Insurance, and not also in each corresponding policy, shall not be acceptable. Language in any insurance policy or Certificate of Insurance to the effect that the insurer shall “endeavor” to provide such notice shall not be acceptable.

(e) Except as may be expressly stated in this Agreement, nothing in this Agreement, including, without limitation, provisions for insurance coverage set forth in this Section, shall be deemed or construed to eliminate, limit or condition in any manner the District’s remedies in the event of, or the Architect’s responsibility for, damages incurred by the District arising from any operation, act or failure to act by the Architect in connection with this Agreement.

**Section 6.3 *Consultant Indemnification and Insurance.*** The Architect shall require that each Architect Consultant indemnify the District in accordance with Section 6.1 and obtain and maintain insurance coverage in accordance with Section 6.2; provided that the District may upon request agree to coverage limits for insurance maintained by an Architect Consultant that are lower than required for the Architect, based on the Architect Consultant having a limited scope of responsibility resulting in less potential liability for the District. The Architect shall include in each contract with any Architect Consultants provisions to effect the requirements of this Section.

## ***PART 7. PROHIBITED ACTIVITIES***

**Section 7.1 *Solicitation.*** The Architect represents and warrants that it has not: (i) employed or retained any entity or person other than a bona fide employee working solely for the Architect (“BFE”) to solicit or secure this Agreement; (ii) paid or agreed to pay any entity or person, other than a BFE, any fee, commission, percentage, or similar compensation for soliciting, securing or entering into this Agreement; or (iii) given, granted or promised any gift or other consideration to any entity or person, other than a BFE, contingent upon or resulting from soliciting, securing or entering into this Agreement. If the District determines that the Architect has breached or violated the foregoing warranty, the District shall have the right, in its discretion and without liability to, or recourse by, the Architect, to rescind or void this Agreement or to deduct from amounts due to the Architect the full amount of any fee, commission, percentage or compensation paid in violation of this Section. Prior to, or concurrent with, the Effective Date of this Agreement, Architect agrees to sign the Noncollusion Declaration attached hereto as Exhibit “H.”

**Section 7.2 *Conflicting Interests.*** At no time during the performance of and prior to full completion of any work or services pursuant to this Agreement shall the Architect, any Architect Consultant, or any person having any financial interest in or employed by either the Architect or any Architect Consultant, have or acquire any ownership, financial or other similar interest in any other entity performing any work or services in connection with the Project,

including, without limitation, any entity providing supplies, materials, construction services or construction management services in connection with the Project.

**Section 7.3 *District Consultants and Agents.*** Except to the extent the Project Inspector may be construed to be a representative of the DSA, the Project Inspector, the construction manager, if any, and any other consultants employed by the District in connection with the Project, and each of their employees, consultants and sub-consultants, are solely and exclusively representatives of the District. The Architect shall not solicit or offer any act, compensation, gift or other consideration of any type or form, from or to any such entity or person, or act in any other manner that would result in, or create the appearance of, a conflict of interests for any such entity or person.

**Section 7.4 *District Employees.*** Neither the Architect nor any of the Architect Consultants shall: (i) solicit or offer any act, compensation, gift or other consideration of any type or form, from or to any officer, employee or agent of the District, or act in any other manner that would result in, or create the appearance of, a conflict of interests for any such person; (ii) employ any officer, employee or agent of the District regardless of whether such employment might otherwise occur outside any such person's regular work hours or on weekends, holidays or vacations; or (iii) employ any person who was an officer, employee or agent of the District at any time within one year prior to the Effective Date.

## **PART 8. *DOCUMENTS PREPARED OR USED FOR THE PROJECT***

### **Section 8.1 *Ownership, Use and Storage of Project Documents.***

(a) In accordance with Education Code Section 17316 and except as to intellectual property rights addressed in Section 8.2, all plans, including but not limited to specifications, cost estimates, original or reproducible transparencies of working plans and master plans, preliminary sketches, architectural presentation drawings, record drawings, structural computations, estimates, photographs and other documents prepared or obtained by the Architect, or its Architect Consultants, pursuant to this Agreement, (collectively, "Project Documents"), and any interest of the Architect, its Architect Consultants, or their agents and employees in the Project Documents, shall be and remain the property of the District for the purposes of repair, maintenance, renovation, modernization, additions, alignments or other purposes, only as they relate to the Project. The Project Documents shall be deemed and construed to include any and all such documents fixed in any tangible means of expression, including, but not limited to, physical drawings on paper, mylar, vellum, et cetera; data magnetically, physically or otherwise recorded on computer disks, cards, tapes, et cetera; data recorded by any electronic, electro-magnetic, or other or similar means; and images recorded on any type of film, including, without limitation, any photographs. The Architect may use photographs or other representations of the Project, but solely for purposes of marketing the Architect's services to other potential clients of the Architect.

(b) Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:

- i. One (1) set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in a PDF or reasonably acceptable electronic format;
- ii. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.

The obligation of this Section 8.1(b) of this Agreement shall survive the termination of this Agreement for any reason whatsoever.

**Section 8.2 *Copyright of Project Documents.*** Architect and its Consultants retain all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement. The District, by way of this agreement, is hereby provided with a non-exclusive perpetual license to use such copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement, for any District purpose, subject to those limitations and restrictions imposed by Education Code Section 17316. Notwithstanding the foregoing, Architect acknowledges that in the course of performing its obligations hereunder it may receive information that is confidential to District, including, without limitation, technical data, memoranda, financial information, software, processes, drafts, budgets, and other information that may be exempt from disclosure pursuant to the California Public Records Act, Government Code sections 6250, *et seq.* (collectively "Confidential Information"), and Architect agrees to keep such Confidential Information labeled as confidential and not to disclose such information to any third party or use such information for any purpose except in the performance of this Agreement or with the prior written consent of District's legal counsel. The Architect shall include provisions in each contract with its Architect Consultants that will perform any Architectural Services requiring that each such Architect Consultant also expressly provided such non-exclusive perpetual license to the District relative to such copyrights, without limitation. Failure of the Architect to require such provisions in any of its contracts with its Architect Consultants shall be deemed a material breach by the Architect of its obligations pursuant to this Agreement. This Agreement creates an exclusive and perpetual right solely for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect represents that it has or will have the legal right to transfer and waive all copyrights, designs and other intellectual property embodied in Project Documents, whether prepared directly by the Architect or by any of its Architect Consultants. The Architect shall be responsible and liable for costs and expenses incurred by the District arising from any failure or alleged failure of Architect to comply with its obligations pursuant to this Section.

**Section 8.3 *Reuse of Project Documents.*** Subject to the Architect's right to use photographs and other representations of the Project as described in Subsection (a) of Section 8.1 herein, but notwithstanding anything else to the contrary, the Architect hereby grants to the District an exclusive and perpetual right to copy, use, modify and/or reuse any or all Project Documents and any intellectual property rights embodied therein. The District shall at all times have the unconditional right to reuse all or any portion of the Project Documents, without

additional compensation to the Architect. The District may reuse the Project Documents for any purpose as determined by the District in its sole discretion, and the District shall not be bound to employ the services of the Architect in connection with any reuse of the Project Documents. If any of the Project Documents are prepared for reuse by a licensed architect or structural engineer other than the Architect or the Architect Consultant that originally prepared such Project Documents, the District shall indemnify and hold-harmless the Architect, any such Architect Consultant, and their agents and employees, with respect to any claims, damages, losses, or expenses arising from such reuse. In the event of such reuse, the District also shall cause the certified architect or structural engineer preparing such Project Documents for reuse to remove the Architect's seal and/or the Architect Consultant's seal from those Project Documents.

**Section 8.4 *Electronic Format Files.*** In order to document exactly what electronic format files were given to District, Architect and District shall each date and sign a "hard" copy of reproducible documents that depict the information at the time Architect produces the electronic format files. District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to the electronic format files by anyone other than Architect or its Consultant(s) subsequent to it being given to District.

**Section 8.5 *Use of Third-Party Documents.*** The District may request in connection with the performance of Architectural Services that the Architect use the designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared by design professionals other than Architect (herein, "Third-Party Documents"). Upon receipt of any such request, the Architect shall review the Third-Party Documents and affirmatively advise the District as to issues potentially arising from use thereof, including, without limitation, any design viability, constructability or coordination issues, and any copyright or similar issues. The District shall indemnify and hold the Architect harmless against any copyright infringement claims arising out of Architect's completion, use or reuse of Third-Party Documents as requested by the District; provided that Architect shall be entitled to such indemnification only if: (i) Architect actually re-draws or completes the Third-Party Documents; and (ii) Architect has complied with its obligations pursuant to this Section in regard to advising the District.

**Section 8.6 *District Documents.*** All Third-Party Documents, site surveys, testing and inspection reports, soils, geologic and environmental analyses, studies and reports, title and other property-related reports, and other documents, in whatever form, provided to Architect by the District, prepared by Architect, or paid for by the District, in connection with the performance of this Agreement shall be and shall remain the sole property of the District. The Architect shall return each of such documents to the District within a reasonable time after Architect's need for the documents has ended or upon District request. The Architect may retain copies of any such documents as reasonably necessary to document the Architectural Services, but the Architect shall not disclose any such documents to any third party without the express written consent of the District.

**Section 8.7 *Reproduction of Documents.*** Notwithstanding anything to the contrary, if the Architect is required pursuant to this Agreement to reproduce and provide or distribute copies of any plans, specifications, project manual, or other Project-related document, whether for

distribution to the District, prospective bidders, contractors or otherwise, the Architect must arrange to use a copy service or vendor designated or approved in advance by the District. This Section shall not be deemed or construed to apply to copies of documents used or needed by the Architect or any of the Architect Consultants for their own purposes relating to development of plans, specifications and other documentation.

**Section 8.8 *District's Use or Changes of Documents.*** In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes or use, and shall defend, indemnify, and hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

## ***PART 9. TERMINATION AND SUSPENSION OF SERVICES***

### ***Section 9.1 Termination By District.***

(a) To the extent provided in this Section, the District may terminate this Agreement or some or all of the Architectural Services by giving written notice to the Architect ("District Termination Notice"). A District Termination Notice shall be effective immediately upon receipt by the Architect or as of such other date as may be specified in the District Termination Notice. Except as provided below in this Subsection (a), the Architect shall permanently cease all work to the extent specified in the District Termination Notice as of the effective date of the termination. In the event the District terminates the Architectural Services in part only, the Architect shall continue to perform the Architectural Services not terminated, and the Basic Architect Fee for the Project, if necessary, shall be adjusted on an equitable basis or as agreed in writing by the Parties. Upon request of the District, and subject to the District paying additional compensation to the Architect in accordance with this Agreement or as otherwise agreed by the Parties, the Architect shall perform any and all Additional Architectural Services as are requested by the District in connection with the discontinuance of any terminated Architectural Services that were commenced prior to the effective date of termination.

(b) The District, at any time and without need for cause, may terminate this Agreement, in whole or in part, by giving a District Notice of Termination to the Architect, as described in Subsection (a) of this Section, specifying that the termination is for the convenience of the District.

(c) The District may terminate this Agreement, in whole or in part, for cause, by giving a District Termination Notice to the Architect, as described in Subsection (a) of this Section, that sets forth in reasonable detail the basis or bases for termination. Sufficient cause for termination of this Agreement by the District shall be deemed to include, but is not limited to, each of the following:

- (i) the Architect or any Architect Consultant refuses or fails to accomplish the Architectural Services or any portion or phase thereof in accordance with this Agreement, in a reasonably satisfactory manner, or with such diligence as will ensure completion within the time required by this Agreement or within such time as reasonably required by the District;
- (ii) the Architect or any Architect Consultant unreasonably, persistently or repeatedly refuses or fails to assign a sufficient number of qualified and properly skilled persons to the performance of the Architectural Services;
- (iii) the Architect fails to timely and fully pay any Architect Consultants or other individuals or entities the funds to which they are entitled in connection with the Architectural Services;
- (iv) the Architect or any Architect Consultant disregards or otherwise fails, in connection with this Agreement or the Architectural Services, to comply with any applicable Legal Requirement;
- (v) the Architect becomes the subject of voluntary or involuntary bankruptcy proceedings and/or a court determines that the Architect is bankrupt or otherwise unable to timely pay its bills and/or comply with its contractual obligations;
- (vi) the Architect makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of the Architect's insolvency; and
- (vii) the Architect or any Architect Consultant fails to perform any of its obligations as and when required by this Agreement, or otherwise defaults with respect to its obligations pursuant to this Agreement.

(d) Any dispute regarding the District's right to terminate this Agreement for cause shall be resolved as provided in this Agreement and applicable Legal Requirements. The District's remedies for the Architect's breach of this Agreement shall in no event be limited, except as provided by Legal Requirements, and the District's remedies shall include, among other things, the right to seek recovery from the Architect all costs and expenses incurred by the District arising from such breach.

**Section 9.2 Compensation After Termination By District.** If the District terminates this Agreement or some or all of the Architectural Services, the District, subject to all other provisions of this Agreement, shall compensate the Architect in accordance with Part 5 for all Architectural Services completed prior to the effective date of the termination. If the termination is not attributable to a material breach by the Architect as described in Subsection (c) of Section 9.1 herein, then the District shall also pay for Architectural Services in progress by the Architect and any Architect Consultants at such time, but such compensation shall not include any profit or overhead attributable to such work in progress in excess of five percent of the total

payment for such work in progress. If the termination is attributable to a breach by the Architect, the District shall not be required to pay for any Architectural Services in progress associated with such breach by the Architect or any Architect Consultants at the time of termination. In no event shall the Architect be entitled to recover any compensation, overhead, profit, consequential damages or other amounts attributable to any unperformed portion of the Architectural Services or the termination of same. Within fourteen business days after the effective date of any termination by the District, the Architect shall provide documentation reasonably, specifically and adequately evidencing the costs that the Architect believes are payable by District after termination. In the event the termination is not effective with respect to all Architectural Services for the Project in its entirety, the District shall continue to compensate the Architect in the manner set forth in Part 5 for those Architectural Services not terminated.

### **Section 9.3 *Suspension By District.***

(a) Subject to the Architect's termination rights pursuant to Section 9.5 herein, the District, without incurring any additional charges by the Architect, may at any time require that the Architect temporarily suspend performance of some or all of the Architectural Services by giving written notice to the Architect ("District Suspension Notice"). A District Suspension Notice shall be effective immediately upon receipt by the Architect or on such other date as specified therein. The Architect shall temporarily cease all work to the extent specified in the District Suspension Notice as of the effective date of the suspension. In the event the District suspends the Architectural Services in part only, the Architect shall continue to perform the Architectural Services not suspended.

(b) In its discretion, the District may provide written notice to the Architect that the Architect is to resume some or all of the suspended Architectural Services or the District may terminate any or all suspended Architectural Services in accordance with Section 9.1. Except to the extent the scope of the Architectural Services has been reduced (whether due to termination in accordance with Section 9.1 or only partial resumption of suspended Architectural Services), upon resumption of any suspended Architectural Services, the Architect shall dedicate such personnel and other resources to performance of the Architectural Services as will ensure performance in accordance with this Agreement. In such event, the Architect shall make a good faith attempt to dedicate to the performance of the Architectural Services as many of the personnel previously assigned thereto as is then practical. If individuals who were assigned to the Project at the time of suspension are not reasonably available at the time work on the Project is resumed, the Architect, subject to applicable provisions of this Agreement, shall assign other personnel having requisite skill and experience.

**Section 9.4 *Resumption of Services After Suspension By District.*** During any suspension of any Architectural Services as provided in Section 9.3, the Architect shall be entitled to payment of the portion of the Basic Architect Fee attributable to Architectural Services not suspended and Architectural Services satisfactorily completed prior to the suspension. If the District requires the Architect to resume any or all suspended Architectural Services, the District shall also resume paying the Architect in accordance with this Agreement for the portion resumed. Upon resumption of the Architectural Services, the schedule for completion of the Architectural Services shall be adjusted and the compensation payable to the Architect shall be equitably adjusted to include reasonable compensation for expenses incurred



by the Architect in connection with the suspension and resumption of the portion of the services resumed, but in no event shall such expenses extend to salaries, benefits, overhead, or similar expenses paid by the Architect during the period in which such Architectural Services were suspended. By way of explanation, not limitation, the foregoing is intended to mean that the District will not be required to compensate the Architect for its expenses unless those are directly attributable to work performed for the District in connection with the suspension and/or resumption of Architectural Services that the District requires be suspended and then resumed. The District may during any suspension request that the Architect provide Additional Architectural Services, for which the District shall compensate the Architect as provided in this Agreement or as otherwise agreed by the Parties. In no event shall the Architect be entitled to past or future overhead, profit, consequential damages or other costs attributable to any suspended Architectural Services, or the suspension of same, and accruing during or as a result of the suspension.

#### **Section 9.5 *Termination By Architect.***

(a) The Architect may terminate this Agreement only for sufficient cause, by giving written notice to the District setting forth in reasonable detail the basis or bases for such sufficient cause (“Architect Termination Notice”). Except as provided in Subsection (c) of this Section, a termination by the Architect shall be effective thirty days after the District’s receipt of the Architect Termination Notice. Notwithstanding that it may have given an Architect Termination Notice to the District, the Architect shall continue providing all Architectural Services required for the Project pursuant to this Agreement, unless all work has been suspended, until the effective date of the termination by Architect or such earlier date as specified by the District.

(b) Sufficient cause for termination of this Agreement by the Architect may be shown only by one or more of the following: (i) the District has failed to pay to Architect, within ninety days of when due, any undisputed amounts payable pursuant to this Agreement; (ii) the District has breached any other significant, material obligation owed to Architect pursuant to this Agreement and failed to cure such breach in accordance with this Agreement; (iii) as a result of circumstances not within the control of either Party, all work on the Project ceases and does not recommence within a period of one hundred and twenty days; or (iv) the District suspends all Architectural Services and does not order work to recommence within a period of one hundred and twenty days. Any dispute regarding the Architect’s right to terminate this Agreement and/or whether sufficient cause for termination exists shall be resolved as provided in this Agreement and applicable Legal Requirements.

(c) Notwithstanding anything to the contrary, if, within thirty days after receipt of an Architect Termination Notice, the District cures the reason for termination stated therein, this Agreement shall continue in full force and effect and the Architect shall continue to provide the Architectural Services as required pursuant to this Agreement. At any time after the receipt of an Architect Termination Notice, the District may earlier terminate this Agreement by providing written notice to the Architect to terminate the Architectural Services on a specific date that is prior to the effective date of termination pursuant to the Architect Termination Notice.

**Section 9.6 Compensation After Termination By Architect.** If the Architect terminates this Agreement in accordance with Section 9.5, subject to all other provisions of this Agreement, the District shall compensate the Architect in accordance with this Agreement: (i) for all Architectural Services performed prior to the effective date of the termination; and (ii) for Architectural Services in progress by the Architect and any Architect Consultants at such time but not including any future profits or overhead attributable to such work in progress. In no event shall the Architect be entitled to any compensation, overhead, profit, consequential damages or other amounts attributable to the unperformed portion of the Architectural Services or the termination of same. Within fourteen business days after the effective date of any termination by the District, the Architect shall provide documentation reasonably, specifically and adequately evidencing the costs that the Architect believes are payable by District after termination.

**Section 9.7 Delivery of Project Documents After Termination.** Within ten days after the effective date of any termination of this Agreement, and upon payment by the District of any amounts due to the Architect pursuant to this Agreement after such termination, the Architect must deliver to the District any and all Project Documents (or, if the termination is in part only, any and all Project Documents related to the portion of the Architectural Services terminated), regardless of whether any such Project Documents are completed or in progress. Other than permitted in this Section 9.7, the Architect shall not refuse to provide such Project Documents for any reason whatsoever, including, but not limited to, any possessory-interest lien for any claim the Architect may have against the District or any claim by the Architect to an ownership interest in the intellectual property embodied in the Project Documents.

**Section 9.8 Procurement of Similar Services.** The District may procure, upon such terms and in such manner as it deems appropriate, services similar to and/or in replacement of any Architectural Services terminated in accordance with this Agreement. The District shall in such event have the right to use as it may determine, and to provide to the person or entity providing such similar and/or replacement services, any and all Project Documents prepared or obtained by the Architect pursuant to this Agreement.

## **PART 10. INTERPRETATION AND DISPUTE RESOLUTION**

**Section 10.1 Incorporation of Exhibits.** All Exhibits referenced herein and attached hereto are hereby incorporated as operative and effective provisions of this Agreement.

**Section 10.2 Captions and References.** The captions or headings set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Part, Section, Subsection, or other provision of this Agreement. Any reference in this Agreement to a Part, Section or Subsection, unless specified otherwise, shall be a reference to a Part, Section or Subsection of this Agreement.

**Section 10.3 Drafting of Agreement.** Each Party acknowledges, by execution of this Agreement, that such Party has read this Agreement, has had the full and unqualified opportunity to seek counsel from its attorneys in regard to this Agreement, understands this Agreement, and agrees to be bound by the terms and conditions set forth in this Agreement. Therefore, in interpreting this Agreement, no ambiguity shall be resolved against either Party based on the

premise that it or its attorneys were responsible for drafting this Agreement or any particular provision herein.

**Section 10.4 *Amendment.*** This Agreement may be amended or modified only by means of a writing duly approved and executed by the Parties.

**Section 10.5 *Entire Agreement.*** This Agreement sets forth the entire agreement and understanding concerning the provision by the Architect of the Architectural Services and supersedes and replaces all prior discussions and agreements, written or oral. Each Party acknowledges that neither the other Party nor any of the other Party's agents, attorneys and other representatives have made any promise, representation, or warranty whatsoever, express or implied, other than those contained herein, to induce the execution of this Agreement, and each Party acknowledges that this Agreement has not been executed in reliance upon any promise, representation, or warranty not contained herein. Each Party acknowledges, by execution of this Agreement, that such Party has read this Agreement, has had the opportunity to seek counsel from its attorneys in regard to this Agreement, understands this Agreement, and agrees to be bound by the terms and conditions set forth in this Agreement.

**Section 10.6 *No Third-Party Beneficiaries.*** The Parties have entered into this Agreement solely for their own benefit, and no third-party shall be entitled, directly or indirectly, to base any claim or to have any rights arising from, or related to, this Agreement.

**Section 10.7 *Governing Law and Venue.*** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State. Any arbitration, litigation or other proceeding arising out of or related to this Agreement shall be initiated and conducted only in the County of Ventura.

**Section 10.8 *Dispute Resolution.*** The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, upon written notice from one Party, both Parties shall commence good-faith reasonable efforts to informally resolve any such dispute. If the Parties are able to agree on the terms and procedures therefor, the Parties may agree that the informal resolution attempts will include mediation of any such dispute. Not sooner than thirty calendar days after receipt of the notice specified in this Section (or, if applicable, not sooner than upon termination or completion of mediation), if the attempts to informally resolve the dispute have been unsuccessful, either Party may initiate litigation or other proceedings as deemed appropriate by such Party and as permitted by Legal Requirements and this Agreement.

**Section 10.9 *Continuation of Services During Disputes.*** Except to the extent the District terminates or suspends performance by the Architect of any Architectural Services pursuant to this Agreement, and regardless of any dispute(s) between the Parties related to or arising from this Agreement and/or the status of any proposed or pending attempts to resolve such dispute(s), the Architect shall continue to provide the Architectural Services required pursuant to this Agreement and, except for the disputed amounts, the District shall continue to pay the Architect past and future services in accordance with this Agreement.

**Section 10.10 *No Implied Waiver.*** Neither the review or approval of any Architectural Services, nor payment by the District for any Architectural Services, shall be deemed or construed to constitute a waiver of any rights the District may have pursuant to this Agreement or as a waiver by the District of any cause of action arising out of the Architect's performance of this Agreement. Regardless of any such review, approval or payment, the Architect shall remain liable to the District in accordance with applicable Legal Requirements and this Agreement for all damages incurred by the District arising from the Architect's failure to perform any of the Architectural Services as required by this Agreement. Nothing in this Agreement shall be deemed or construed as a waiver by the District of any applicable immunity to suit.

**Section 10.11 *Waivers Must Be In Writing.*** In order to be valid, the waiver by a Party of any breach or requirement of this Agreement must be in writing signed by that Party, and no waiver shall be deemed or construed to constitute a waiver of any preceding or subsequent breach of the same or any other requirement of this Agreement unless so specified in the signed writing. Absent a valid waiver, the failure of a Party at any time to require or enforce the performance of any requirement of this Agreement shall not be deemed or construed to preclude or limit the right of such Party to require performance of the same or other requirement at any time thereafter.

**Section 10.12 *Severability.*** If any Part, Section, Subsection, paragraph, sentence, clause or other provision of this Agreement is held by a court of competent jurisdiction to be, or for any other reason becomes, illegal, null or void, including, but not limited to, because the provision violates public policy, the remaining provisions of this Agreement shall not be affected thereby and shall continue in force and effect to the extent possible in light of the illegal, null or void language.

**Section 10.13 *Survival of Terms.*** All representations and warranties of each Party, all obligations of a Party to indemnify, defend and hold-harmless the other Party with respect to acts or incidents occurring prior to completion of the Architectural Services required pursuant to this Agreement or earlier termination of this Agreement, and any other provisions herein which by their context and meaning are intended to so survive, shall survive completion of the Architectural Services and/or termination of this Agreement.

## ***PART 11. MISCELLANEOUS***

**Section 11.1 *Time of Essence.*** Time is of the essence with respect to this Agreement and each and every provision herein, including, without limitation, provision by the Architect of the Architectural Services and completion of the construction of the Project. The performance by Architect when due of each of the Architect's obligations pursuant to this Agreement, regardless of relative importance, shall be deemed and construed to be part of the material consideration owed to the District in exchange for entering into this Agreement.

**Section 11.2 *Force Majeure.*** Notwithstanding Section 11.1, the time for performance by the Architect of any particular Architectural Services shall be extended by the number of days such performance is delayed, if the delay is caused by: (i) unreasonable and unanticipated acts of any governmental entity having jurisdiction over some or all of the

Architectural Services, the products thereof, or the construction of the Project; (ii) acts of nature, including, but not limited to, earthquakes, severe inclement weather, wildfires, and floods not caused or resulting from the acts of any person; or (iii) other causes not within the reasonable control of the Architect and not due to the fault or negligence of the Architect. The Architect shall bear the burden of establishing reasonable justification for any requested extension of time and associated fees

**Section 11.3 Notices.** Each notice, demand, or other communication sent by one Party to the other Party for purposes of asserting any right or obligation pursuant to this Agreement, or related to the interpretation of this Agreement, must be in writing, addressed as provided in Exhibit D hereto, and delivered to such other Party by one of the means specified in this Section. This Section shall not be construed as applying to day-to-day communications between the Parties for purposes of administering the Architectural Services or the Project. Each such notice, demand, or other communication must be sent to the primary designated representative of the receiving Party specified in Exhibit D hereto, with copies sent to each other designated representative of the receiving Party. Any communication sent pursuant to this Section may be sent by: (i) personal delivery (signature on delivery receipt requested); (ii) registered or certified U. S. Mail (postage prepaid and return receipt requested); (iii) FedEx, UPS or other reliable private express delivery company (recipient signature or electronic-tracking receipt by delivery company required); or (iv) facsimile transmission (with transmission confirmation retained in sender's records and original of communication deposited into the U. S. Mail within twenty-four hours after transmission, first-class postage prepaid). For purposes of this Section, a communication shall be deemed received, given, or served only upon actual receipt by the Party to which it is addressed. Facsimile transmissions shall be deemed to have been actually received by the addressee upon printing of the transmission confirmation by the sending machine, except that: (i) any facsimile transmission sent later than 4:00 p.m. on a Thursday that is a holiday or on any Friday shall be deemed and construed as having been actually received as of 9:00 a.m. the following Monday or, if that Monday is a holiday, the next subsequent business day that is not a holiday; and (ii) except as provided in the foregoing clause, any facsimile transmission sent on any day that is a holiday shall be deemed and construed as having been actually received as of 9:00 a.m. the next subsequent business day that is not a holiday. A Party may change its contact information as set forth in Exhibit D hereto by giving notice as specified in this Section.

## ***PART 12. EXECUTION OF AGREEMENT***

**Section 12.1 Adequate Consideration.** Subject to performance by each Party of its obligations pursuant to this Agreement, the respective rights and obligations of the Parties set forth in this Agreement shall be deemed and construed to constitute full and adequate consideration for this Agreement.

**Section 12.2 Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Signature pages may be detached from counterpart originals of this Agreement and combined with other counterpart originals of this Agreement to physically form one or more original copies of this Agreement containing the signatures of both Parties.

**Section 12.3 *Due Authority and Binding Effect.*** Each individual signing this Agreement represents and warrants that he or she has been authorized by appropriate action of the Party that he or she represents to sign, and thereby bind such Party to, this Agreement.

**Section 12.4 *Signatures.*** The Parties have executed this Agreement as evidenced by the following signatures of their duly authorized representatives:

**Rio School District**

**ARCHITECTURE FOR EDUCATION  
(A4E)**

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

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

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

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

**Approved as to form:**

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: \_\_\_\_\_  
Jeffrey A. Hoskinson, Legal Counsel for  
Rio School District

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**EXHIBIT "A"**  
**DESCRIPTION OF PROJECT**

**DESCRIPTION OF PROJECT**

1. Project Name: RIO REAL AND RIO PLAZA CAMPUS IMPROVEMENTS PROJECTS
  
2. Project Scope:
  - A. During the predesign phases (per Exhibit B items C, D, E) the final priority scope, budget, and phasing of the anticipated project shall be determined based on District and/or Board final priority list between the two campuses and broken down into project assignments.
  
  - B. Rio Real and Rio Plaza Anticipated Projects
    1. Safety and Security Lighting
    2. Roofing Replacement as needed.
    3. Remove Modular buildings as related to replacement and repair related landscape/hardscape.
    4. Outdoor Classrooms, # TBD
    5. Admin
    6. Library
    7. Makerspace
    8. Domestic Water Upgrades and Hydration Stations
    9. Classroom Building
    10. MPR
    11. Cafeteria
    12. Food Service
  
3. Construction Delivery Method: Design-Bid-Build
  
4. Construction Contractor: TBD
  
5. Anticipated Project Commencement and Completion Dates:  
Anticipated commencement: June 2023  
Anticipated Construction Completion: August 2030
  
6. Construction Budget: \$55,000,000
  
7. Project Budget: \$62,000,000 from Bond Measures plus additional sources as available

**DESCRIPTION OF PROJECT SITE**

The Project Site includes:

- (i) Rio Real Elementary School  
1140 Kenney St.

Oxnard, CA 93036

Rio Plaza Elementary School  
600 Simon Way  
Oxnard, CA 93036



## ***EXHIBIT "B"***

### ***SCOPE OF ARCHITECTURAL SERVICES***

#### ***INTRODUCTION***

**1. Purpose of Exhibit B**

This exhibit describes phases of the project, the basic service deliverables of the architect during each phase, and available additional services.

**2. Summary of Architectural Deliverables per Exhibit B:**

**a. Pre-Design Phase Additional Services include:**

- i. Project Initiation**
- ii. Development of Architectural Program**
- iii. Site Master planning**
- iv. Assist District with Prioritizing and phasing construction projects.**

**b. Schematic Design Phase Basic Services includes a Schematic Design Submittal Package and Cost Estimate as Basic Service**

**c. Design Development Phase includes Design Development Drawings, Outline Specifications, Color/Material Board, and Cost Estimate as Basic Service**

**d. Construction Documents Phase Basic Services includes Construction Drawings and Specifications through DSA approval.**

**e. Bidding Phase Basic Services include:**

- i. Review of District Bid Procedures,**
- ii. Response to RFI's and Issuance of Addendum to contractors**
- iii. Review of Bids Received**
- iv. Coordination with State Agencies for Addendum approvals**

**f. Construction Phase Basic Services include:**

- i. Response to contractor's RFIs, Review of Submittals, and Review of product substitutions**
- ii. Site visits and construction meetings as mutually agreed upon by District and Architect**
- iii. Assist District Project Inspector and DSA for documenting testing and inspections.**
- iv. Process construction changes impacting Structural, Fire Life Safety, and Access through DSA approvals.**
- v. Review of monthly contractor pay apps.**
- vi. Review of contractor change requests and provide recommendations to District**
- vii. Review and documentation of substantial completion**
- viii. Punch List Documentation**

- i. Closeout Phase Basic Services include:
    - i. Submit final paperwork for DSA Certification
    - ii. Review of Contractor's Asbuilt and O&M Submittals
    - iii. Final Punch Walk review and approval
    - iv. Retention Release pay ap review
3. Summary of Anticipated Construction at Rio Real and Rio Plaza per Exhibit A. Project Scope, Budgets, and Schedules to be determined at Pre-Design. The architect shall assist with Board Agenda annotations as needed.
- a. Safety and Security Lighting
  - b. Roofing Replacement
  - c. Remove Modular buildings and repair landscape/hardscape
  - d. Outdoor Classrooms
  - e. Admin
  - f. Library
  - g. Makerspace
  - h. Domestic Water Upgrades and Hydration Stations
  - i. Classroom Building
  - j. MPR
  - k. Cafeteria
  - l. Food Service

## **SCOPE**

### **A. GENERAL REQUIREMENTS**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) Determine which governmental agencies have jurisdiction over the Project or any portion thereof and document same in writing to the District; coordinate with and implement the requirements of such agencies (e.g., California Department of Education (“CDE”), Office of Public School Construction (“OPSC”), DSA, California Department of Toxic Substances Control, Regional Water Quality Control Board, County of Ventura, City of Oxnard (as applicable), State Fire Marshal, County Fire Marshal, Ventura County Building/Grading Department, et cetera).
- (2) Although the Architect shall be entitled, to the extent reasonable, to rely on information provided by the District, review subsoil data, chemical, mechanical and other data logs of borings, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary.
- (3) Obtain title report for Project site and determine scope and extent of any easements or other site limitations.
- (4) Be responsible for the coordination of the design and the layout of the technology backbone system with the District’s technology consultant. The coordination effort shall include location and routing of raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. Specialty Engineering for technology cabling, panels, devices, and programming shall be negotiated as a Scope Change Amendment.
- (5) Specialty engineering additional services required to obtain approval from local agencies for any off-site work, including, but not limited to, review by governmental agencies having jurisdiction over the Project shall be negotiated as a Scope Change Amendment.
- (6) Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan.
- (7) Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of all on-site and off-site work. This information shall be provided by the District. Architect shall verify the capacity of all existing utilities on and at the Project site.
- (8) Chair, conduct and take minutes of coordination meetings during each design phase with its consultants. Invite the District and the District’s consultants to participate in these meetings. Keep a separate log to document design/coordination comments generated in

these meetings. The number and location of meetings shall be agreed upon by both Architect and District Representatives as reasonable for the project phase. Additional meetings shall be negotiated as Scope Change Amendment.

- (9) Unless and until the responsibility is assigned to or assumed by a representative of the construction contractor or other person, prepare and maintain a log of all meetings, site visits or discussions held in conjunction with the work on the Project (with documentation of major discussion points, observations, decisions, questions or comments) and furnish to the District for inclusion in the overall Project documentation.
- (10) Provide interior design and other similar services required for or in connection with color coordination. Architect can coordinate the placement of furniture, and equipment layout and consult with District to ensure proper placement of required furniture and equipment as an additional service, negotiated as Scope Change Amendment. The District shall procure furnishings and moveable equipment.
- (11) Prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals and funding from, as applicable, the DSA, the OPSC, State Allocation Board ("SAB"), the CDE, the State Fire Marshal and all other agencies exercising jurisdiction over the Project. Prepare and submit any required applications, notices or certificates to public agencies as required by applicable Legal Requirements. Provide copies of all such documents to the District. Prior to submitting any OPSC or SAB applications, Architect shall review with the District for Superintendent approval.
- (12) Prepare all documentation performed pursuant to this Agreement with the assistance of Computer Aided Design Drafting. Architect and District shall each sign a "hard" copy of reproducible documents that depict this information at the time provided to the District.
- (13) Obtain approval from the Designated District Representative of prior phases of the Architectural Services before proceeding with each of: (i) the Schematic Design Phase; (ii) the Design Development Phase; (iii) the Construction Documents Phase; (iv) Bid Phase For purposes of the foregoing, the Architect must obtain approvals from other persons as the District may reasonably require. The District may limit any such approval to particular aspects of the Architectural Services, for example, a particular individual's approval authority may be limited to certain technical or aesthetic matters.
- (14) The District and the Architect may, in the Project Initiation Phase or Architectural Program Phase, determine that the Project design will occur on the basis of Building Information Modeling ("BIM"). The District and the Architect shall, at the earliest practical time, meet and delineate the types of software to be used on the Project and establish protocols, standards and tolerances as may be required for the proper execution of the Architectural Services. The District and the Architect shall work together to establish the permitted uses for all digital information, including, but not limited to, the model, to be exchanged on the Project. Such determination shall be set forth in a Scope Change Amendment, "BIM Addendum," or other document that shall be incorporated into all agreements for services or construction of the Project.

- (15) Regardless of whether the District implements BIM in full for the Project as described in Paragraph 15 of this Part A, the Architect must assist and cooperate with the District's efforts to transition the design, construction, operation and maintenance of the Project from one based on traditional design processes to one based on digital transfer of information, consistent with the following:
- (i) With respect to drawings and other documentation to be provided to the District for its review, the Architect must provide the documentation in an electronic portable document format (i.e., .pdf) or other format as agreed by the District that permits the District to enter "markup" comments electronically, directly on the document, for return to the Architect;
  - (ii) To the extent feasible and practical, the Architect must implement procedures and systems for electronic transmittal, receipt, storage and retrieval of invoices, submittals, reports, logs, and other Project-related documentation and records, including, without limitation, procedures to document information received by the Architect and retention of "as transmitted" copies of such information, procedures to ensure that all parties are working from the most recent version of particular documents, and procedures regarding who may access and modify documents;
  - (iii) In order to make field services by the Architect and the Architect Consultants more efficient, the procedures described in the foregoing clause (ii) must include, among others, procedures for field review of design-related documentation on I-Pads, tablet computers and similar devices in lieu of paper copies of the documents;
  - (iv) The Architect must implement such file transfer protocols ("FTP") as are reasonably acceptable to the District and that adequately provide for security of information and tracking (by, among other factors, entity, person, date and content) of changes made to the information;
  - (v) The Architect must coordinate with the District to establish the minimum software and systems requirements for design and FTP purposes, including, without limitation, to preclude loss of integrity of the information that might lead to errors and/or omissions in the information;
  - (vi) The Architect must coordinate its software and systems with those of the Architect Consultants, to ensure that all such software and systems are compatible with the minimum software and systems requirements;
  - (vii) The Architect must provide all final plans and specifications, including as-built drawings and specifications, to the District in an electronic format, using an archive- quality CD or other storage medium approved by the District, to permit the District to download such information for facilities construction, maintenance and operations purposes as determined by the District;

- (vii) To the extent agreed by the District in each particular situation, provision of digital information to the District in accordance with this Paragraph (16) may be in lieu of providing paper copies of documentation to the District as otherwise required by this Agreement.
  - (ix) The electronic format files are not construction documents. Differences may exist between these electronic format files and corresponding hard-copy construction documents. Architect makes no representation or warranties, whether expressed or implied, regarding the accuracy or completeness of the electronic format files the District receives. In the event that a conflict arises between the signed or sealed hardcopy construction documents prepared by Architect and the electronic format files, the signed or sealed hard-copy construction documents shall govern. The District is responsible for determining if any conflict exists. As the accuracy of the electronic format files cannot be warranted or guaranteed, electronic format files are issued as supplemental information only and must be read in conjunction the Contract Documents. The District shall, to the fullest extent permitted by law, defend (with counsel acceptable to Architect), indemnify and hold Architect harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from District's use of these electronic format files.
- (16) Upon request of the District, attend and participate in Governing Board meetings as necessary in connection with the Project, for purposes that may include, among others, describing or explaining to the Governing Board any particular aspects of the design of the Project and/or alternatives for design of the Project.

## **B. ESTIMATES AND COSTS GENERALLY**

In addition to any other requirements set forth in this Agreement, the Architect shall comply with all of the following requirements during, unless specified otherwise, all phases of the Architectural Services:

- (1) For purposes of this Agreement, "construction cost" means the total of any and all costs of the construction and equipping of the Project, including, without limitation, costs of site preparation, removal or demolition of existing structures, storm-water compliance and erosion control, construction of school buildings and ancillary facilities and improvements, and all other work, supplies, materials, contractor general conditions, overhead, and profit. or other things of any nature whatsoever incidental or necessary work in connection with construction of the Project, Construction management and job supervisor fees and other costs directly allocable to the Project, all costs and expenses (including, but not limited to, any application and processing fees), taxes or insurance premiums paid by the District for the Project, and administrative and other expenses necessary or incidental to the Project. The term construction cost excludes property and similar taxes attributable to the Project site, as well as furniture.
- (2) The Architect shall prepare construction cost and total Project cost estimates at each phase of the Architectural Services. If such estimates are in excess of the Construction Budget or Project Budget, the Architect compensated as Additional Architectural Services, in consultation with the District, shall revise the type, quantity or quality of construction to come within the budgeted limits. The District, in its sole discretion, may, but in no event shall be required to, increase the Construction Budget for the Project. The District acknowledges that Architect has no control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices to construct the work designed by Architect will not vary from the District's Construction Cost Budget. If at any time the bids or negotiated prices to construct the work designed by Architect exceeds the District's Construction Cost Budget, the Architect shall make appropriate recommendations to the District to adjust the Project's size, quality, or budget, and the District shall cooperate with the Architect in making such adjustments.
- (3) The Architect shall at all times include in each estimate of construction cost a contingency for construction change orders, in such amount as agreed by the District.
- (4) The Architect shall at all times notify the District if adjustments to previous estimates of the total construction costs will be necessary due to market fluctuations or approved changes in scope or requirements.
- (5) The Architect shall ensure, consistent with the standard of care required pursuant to Section 3.1, that all plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructable and otherwise comply with provisions of this

Agreement, Legal Requirements and District standards and policies, regardless of any revisions necessary to keep construction costs within the Construction Budget.

### **C. PROJECT INITIATION PHASE**

Within thirty days after receipt from the District of the notice to proceed with Architectural Services, the

Architect shall have completed all of the following:

- (1) Meet with the District and its representatives to prepare a detailed task analysis and work plan for documentation in a computer generated Project schedule. The District will produce the final scheduling format based on data furnished by Architect.

This task analysis and work plan will identify specific tasks, including, but not limited to: interviews, data collection, required District filing standards, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- (2) Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
- (3) Participate in a general Project kick-off meeting to include the Architect's appropriate consultants, and District staff.
  - (i) The Project kick-off meeting will introduce key team members from the District and the Architect to each other and establish roles and responsibilities relative to the Project.
  - (ii) Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - (iii) Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - (iv) Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - (v) Review documentation of the Project kick-off meeting prepared by the District and/or its representatives and comment prior to distribution.

### **D. DEVELOPMENT OF ARCHITECTURAL PROGRAM**

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed; identify design issues relating to functional need,



directives and constraints imposed by applicable Legal Requirements; and take all other necessary actions in accordance with the following:

- (1) Identifying critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
- (2) If requested by the District, hold or participate in a reasonable number of community information/PTA meetings at locations designated by the District.
- (3) Conduct Architectural program meetings with a Project committee or specific individuals as determined by the District.
- (4) Develop an estimate of probable construction cost for the Project and reconcile the estimate with the District and, if one, the construction manager; estimates are to be based on the developed functional Architectural programs as approved by the District.
- (5) Estimates prepared by Architect:
  - (i) All costs are to be based on available current bid or quotation prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid (if applicable) and construction dates are to be as approved by the District and its representatives.
  - (ii) Contingencies for design, bidding (if applicable) or construction, if included in the estimate, are to be included as individual line items, with the percentage and base of calculation clearly identified.
  - (iii) All construction cost estimates developed per the above should additionally be presented in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) using Construction Specification Institute (CSI) categories and standards.
  - (iv) One week prior to submittal of documents, Architect's proposed cost format must be submitted to the District for review and approval.

#### **E. SITE MASTER PLANNING PHASE**

Upon receipt from the District of the notice to proceed with Architectural Services, the Architect shall review the District's Master Plan Study for either New Construction or Modernization Projects; prepare a new Master Site Plan configuration for the proposed facility based upon the existing plan study and the District's educational specifications; and take all other necessary actions in accordance with the following:

- (1) Assist the District in conducting initial, intermediate and final parent meetings to solicit feedback, comments, and concerns from the community.
- (2) Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion.
- (3) Review the visually-observable existing conditions of the proposed site, together with any available reports or other documentation regarding the proposed site. Compare to the District's condition assessment and provide recommendations of possible additional or deductive condition assessment work for District review and approval.
- (4) Analyze the proposed site existing conditions relative to potential effect on master planning circulation, access, parking, constructability, facility expansion and future development potential, as well as for existing conditions and items in terms of eligibility for State hardship funding.
- (5) Review proposed plans and confer with, as applicable, the City of Oxnard and/or the County of Ventura obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
- (6) Develop a Master Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including, but not limited to, the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.
- (7) Coordinate with District and District Consultants to Prepare a preliminary analysis of feasibility of constructing the Project within the Construction Budget and Project Budget, based on best available information and recent trends in construction industry costs, provide preliminary analysis to District, and consult with District as to results of preliminary analysis. District, in its sole discretion may, but in no event shall be required to, adjust the Construction Budget and or Project Budget based on the Architect's preliminary analysis.

## **F. SCHEMATIC DESIGN PHASE**

Upon written authorization from the District to proceed with the Schematic Design Phase, the Architect shall prepare for the District's review a Schematic Design Study and take other necessary actions in accordance with the following:

- (1) Architectural:

- (i) Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship.

Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.

- (ii) Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
- (iii) Identify proposed roof system, deck, insulation system and drainage technique.
- (iv) Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including, but not limited to, property lines, adjacent existing structures, walls and fences fifty (50) feet beyond the property line.
- (v) Building design shall conform to all adopted energy regulations.
- (vi) Identify minimum finish requirements, including, but not limited to, ceiling, floors, walls, doors, windows, and types of hardware.
- (vii) Identify code requirements, include occupancy classification(s) and type of construction.

(2) Structural:

- (i) Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
- (ii) Provide prelim foundation systems (fill requirements, piles, caissons, spread footings, etc.) narrative based on existing geotechnical information available as provided by District.

(3) Mechanical:

- (i) Calculate block heating, ventilation and cooling loads, including, but not limited to, skin versus internal loading.
- (ii) Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- (iii) Provide prelim Mechanical System narrative with diagrammatic equipment information and duct routing if applicable.

(4) Electrical:

- (i) Calculate overall approximate electrical loads.

- (ii) Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
- (iii) Provide prelim Electrical System narrative with diagrammatic equipment information and conduit routing if applicable.
- (iv) Identify and define the scope of the technology backbone system.

(5) Civil:

- (i) Development of onsite utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.
- (ii) Identify surface improvements, including, but not limited to, roadways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- (iii) Coordinate finish floor elevations with architectural site plan.

(6) Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

(7) Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list in developing the Project design and specifications.

(8) Estimates:

- (i) Schematic Estimate #1: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up. General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by CSI category.
- (ii) The estimate shall separately itemize the Project's building cost from site and utilities costs. Architect shall submit to the District the cost estimating format for prior review and approval.
- (iii) Escalation: All estimates shall be priced based on current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

(9) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision-making process. Such design meetings shall be held in, or in the vicinity of, the City of Oxnard or Virtually. Documented decisions made at such design meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
- (ii) Number of reasonable meetings agreed upon by both parties for the purpose of developing, reviewing, and approving the Schematic Design Package. Additional meetings requested by District shall be negotiated as a Scope Change Addendum.

(10) Deliverables and No. of Copies: =

- (i) Schematic Design Submittal Package - (1) PDF and (1) Hard Copy
- (ii) Cost estimates - (1) PDF and (1) Hard Copy

(11) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed schematic design.

The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District. Additional services shall be negotiated as a Scope Change Amendment.

(12) Project Termination:

Upon completion of the schematic design study, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect.

The District shall pay the Architect only the fee associated with the services provided under the Schematic Design Phase.

**G. DESIGN DEVELOPMENT PHASE**

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare Design Development Phase documents based on Schematic Design Phase documents approved by the District and take other necessary actions in accordance with the following:

(1) Architectural:

- (i) Scaled, dimensioned floor plans with final room locations, including, but not limited to, all openings.

- (ii) 1/8" scale building sections showing dimensional relationships, materials and component relationships.
- (iii) Identification of all fixed equipment to be installed in contract.
- (iv) Site plan completely drawn with beginning notes and dimensions, including, but not limited to, grading and paving.
- (v) Preliminary development of details and large scale blow-ups. (vi) Legend showing all symbols used on drawings.
- (vii) Floor plans identifying all fixed and major movable equipment and furniture.
- (viii) Further refinement of schematic design outline specification for architectural, structural, mechanical, electrical, civil and landscape manuals, systems and equipment.
- (ix) Typical reflected ceiling development, including, but not limited to, ceiling grid and heights for each ceiling to be used, showing:
  - (a) Light fixtures
  - (b) Ceiling registers or diffusers
  - (c) Access Panels
- (x) A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.

(2) Structural:

- (i) Structural drawing with all major members located and sized.
- (ii) Establish final building and floor elevations.
- (iii) Preliminary specifications.
- (iv) Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center.
- (v) Identify potential improvements eligible for State hardship funding.

(3) Mechanical:

- (i) Heating and cooling load calculations as required and major duct or pipe runs sized to interface with structural.
- (ii) Major mechanical equipment should be scheduled indicating size and capacity.
- (iii) Ductwork and piping should be substantially located and sized.

- (iv) Devices in ceiling should be located.
  - (v) Legend showing all symbols used on drawings.
  - (vi) More developed outline specifications indicating quality level and manufacture.
- (4) Electrical:
- (i) All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including, but not limited to, proposed lighting levels for each usable space(s).
  - (ii) All major electrical equipment should be scheduled indicating size and capacity.
  - (iii) Complete electrical distribution, including, but not limited to, a one line diagram indicating final location of switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
  - (iv) Legend showing all symbols used on drawings.
  - (v) More developed outline specifications indicating quality level and manufacture.
  - (vi) Identify and coordinate the layout of the technology backbone system and coordinate the development with the District's technology Architect

(5) Civil:

- (i) Further refinement of schematic design drawings of onsite, and coordination with offsite, utility systems for sewer, water, storm drain and fire water. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
- (ii) Further refinement of schematic design drawings of roadways, parking and storm drainage improvements, including but not limited to: details and large scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.

(6) Landscape:

Further refinement of schematic design concepts, includes coordination of hardscape, landscape planting, ground cover and irrigation main distribution lines.

(7) Accommodation of Constructability Comments:

At each stage during the Design Development Phase, the Architect shall consider any and all comments from the District, the construction contractor, or others involved with the Project in regard to their constructability efforts. To the extent clashes are identified, the Architect shall incorporate revisions to the plans and specifications to accommodate and resolve such clashes.

(8) Estimate:

Design Development Estimate #2: This estimate shall be prepared by specification section, summarized by CSI category. The estimate shall include individual item unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups, construction management fee, and general conditions shall be listed separately.

(9) Meetings: The District and the Architect will meet to address specific design issues and to facilitate the decision-making process. Such design meetings shall be held in, or in the vicinity of, the City of Oxnard or virtual. Documented decisions made at such design meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.

Number of reasonable meetings agreed upon by both parties for the purpose of developing, reviewing, and approving the Schematic Design Package. Additional meetings requested by District shall be negotiated as a Scope Change Addendum.



(10) Deliverables and No. of Copies:

- (ii) Color/Material Boards - 1 copy
- (iii) Design Development drawing submittal -(1) pdf and (1) hard copy
- (iv) Outline Specifications - -(1) pdf and (1) hard copy
- (v) Cost Estimate - -(1) pdf and (1) hard copy

(11) Presentation:

Architect and applicable Architect Consultants shall present and review with the District the detailed design development drawings and concepts.

The design development drawings and concepts shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

(12) Project Cessation Provisions:

Upon completion of the Design Development Phase, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect.

The District shall pay the Architect only the fee associated with the services provided under the Design Development Phase.

## **H CONSTRUCTION DOCUMENTS PHASE**

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare construction documents based on the Design Development Phase Documents approved by the District and take other necessary actions in accordance with the following:

- (1) Prepare construction documents in compliance with all appropriate and applicable building codes and other Legal Requirements.
- (2) Construction documents 50% stage:
  - (i) Architectural:
    - (a) Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
    - (b) Elevations, (exterior and interior) sections and floor plans corrected to reflect design development review comments.
    - (c) Architectural details and large blow-ups started.

- (d) Well developed finish, door, and hardware schedules.
  - (e) Site utility plans started.
  - (f) Fixed equipment details and identification started.
  - (g) Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- (ii) Structural:
- (a) Structural floor plans and sections with detailing well advanced.
  - (b) Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
  - (c) Completed cover sheet with general notes, symbols and legends.
- (iii) Mechanical:
- (a) Mechanical calculations virtually completed with all piping and ductwork sized.
  - (b) Large scale mechanical details should be started.
  - (c) Mechanical schedule for equipment substantially developed.
- (iv) Electrical:
- (a) Lighting, power, signal and communication plans should show all switching and controls. Fixture schedule and lighting details development should be started.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring development should be well started.
  - (c) All electrical equipment schedules should be started.
  - (d) Special system components should be approximately located on plans.
  - (e) Completely develop the layout of the technology backbone system, including, but not limited to, equipment room layouts, raceway and conduit routing and outlet locations.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems updated to reflect update revisions from Design Documents.

(vi) Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from Design Documents.

(vii) Estimate #3:

Update and refine the Design Development Phase cost estimate. Also provide an estimate sorted by trade or bid (if applicable) packages.

(viii) Specifications:

- (a) Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

To the extent the Project is subject to competitive bidding of prime contract(s), then, unless the District has determined that an exception within the scope of Public Contract Code Section 3400(c) exists, any material, product, thing or service that is identified in the specifications by brand name must be followed by the words "or approved equal" in accordance with Public Contract Code Section 3400.

To the extent the Project is subject to competitive bidding of prime contract(s), the specifications shall not contain restrictions that will limit competitive bids in any manner contrary to Public Contract Code Section 3400.

- (b) Coordination of the development of specifications by other disciplines.
- (c) Specification shall be in CSI format.

(3) Construction Documents 90% @ DSA Submittal :

(i) Architectural:

- (a) Virtually complete site plan.
- (b) Virtually complete floor plan, elevations and sections.
- (c) Architectural details and large blow-ups near completion.
- (d) Finish, door, and hardware schedules virtually complete, including, but not limited to, most details.
- (e) Site utility plan virtually complete.

- (f) Fixed equipment details and identification virtually complete. (g) Reflected ceiling plan virtually complete.
- (h) Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- (i) All equipment catalog cuts.
- (ii) Structural:  
Completed structural floor plans and sections with detailing well advanced.
- (iii) Mechanical:
  - (a) Mechanical load calculations complete and all piping and ductwork sized.
  - (b) Large scale mechanical details should be substantially complete.
  - (c) Mechanical schedule for equipment substantially complete.
- (iv) Electrical:
  - (a) Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
  - (b) Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
  - (c) All electrical equipment schedules should be virtually complete.
  - (d) Special system components should be located on plans.
- (v) Civil:  
All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.
- (vi) Landscape:  
All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.
- (4) Construction Documents - Substantial Completion Stage:
  - (i) Architectural:
    - (a) Site plan completed.

- (b) Floor plans, elevations and sections completed.
  - (c) Architectural details and large blow-ups completed.
  - (d) Finish, door and hardware schedules, including, but not limited to, all details, completed.
  - (e) Site utility plans completed.
  - (f) Fixed equipment details and identification completed. (g) Reflected ceiling plans completed.
- (ii) Structural:
- (a) Structural floor plans and sections, with detailing, completed.
  - (b) Structural calculations completed.
- (iii) Mechanical:
- (a) Large scale mechanical details completed.
  - (b) Mechanical schedules for equipment completed.
  - (c) Electrical schematic for environmental cooling and exhaust equipment completed.
  - (d) Energy conservation calculations and report completed.
- (iv) Electrical:
- (a) Lighting and power plan should show all switching and controls. Fixture schedule and lighting details should be completed.
  - (b) Distribution information on all power consuming equipment, including, but not limited to, lighting, power, signal and communication device(s) branch wiring completed.
  - (c) All electrical equipment schedules completed.
  - (d) Special system components plans completed.
  - (e) Electrical load calculations completed.
- (v) Civil:
- All site plans, site utilities, parking and roadway systems completed.
- (vi) Estimate #4:

Update and refine the 50% construction document estimate.

(vii) Specifications:

- (a) Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

To the extent the Project is subject to competitive bidding of prime contract(s), then, unless the District has determined that an exception within the scope of Public Contract Code Section 3400(c) exists, any material, product, thing or service that is identified in the specifications by brand name must be followed by the words "or approved equal" in accordance with Public Contract Code Section 3400.

To the extent the Project is subject to competitive bidding of prime contract(s), the specifications shall not contain restrictions that will limit competitive bids in any manner contrary to Public Contract Code Section 3400.

At one hundred percent (100%) review, specifications shall be reviewed by the District and corrections made as directed at no cost to the District.

- (b) Coordination of the development of specifications by other disciplines.  
(c) Specifications shall be in CSI format.

(5) Construction Documents Final Back-Check Stage:

- (i) Make corrections as required, to reflect governmental agencies' final back-check comments into the drawings, specifications and estimate. All such corrections will be made at no cost to the District.
- (ii) Upon written approval by the District that the construction documents are complete, Architect shall provide to the District a complete set of reproducible drawings and specifications. The District will reproduce the construction documents for purposes of distribution to contractor(s) and/or bidders (if applicable).

(6) Accommodation of Constructability Comments:

At each stage during the development of the construction documents, the Architect shall consider any and all comments from the District, the construction contractor, or others involved with the Project in regard to their clash-detection efforts. To the extent clashes are identified, the Architect shall incorporate revisions to the construction documents to accommodate and resolve such clashes.

(7) Contract Documents:

- (i) The Architect shall prepare and submit to the District for written approval the project manual, "back-end documents," and other documents for the Project as are necessary and convenient to provide for the contracting for construction of the Project, other than the "front-end documents" to be provided by the District, including, but not limited to, complete working drawings and specifications setting forth in detail sufficient for construction of the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The Architect shall conform all such documents that it is to provide with the applicable construction-delivery method and the forms of the front-end documents provided by the District.
  - (ii) The Architect shall submit the documents required pursuant to the foregoing clause (i) to the District for review and approval by the District as provided in paragraph (14) of Part A of this Exhibit B, and Architect shall respond to, and shall revise such documents as necessary in response to, any comments, suggestions and/or updates provided through such review.
  - (iii) To the extent required, the Architect shall submit any or all of the contract documents to DSA for plan check, and make all revisions and corrections as necessary to secure DSA approval of the contract documents.
- (8) NPDES Permit and SWPPP services may be provided as Specialty Engineering, to be negotiated as Scope Change Amendment:
- (i) Unless the responsibility has been assigned to, or assumed by, another District consultant, the Architect, acting directly or through its civil engineering consultant, shall assist the District with respect to: (1) obtaining any required coverage for the Project, from the State Water Resources Control Board, under the applicable National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activity ("General Permit"); and (2) complying with any and all the requirements of the applicable Regional Water Quality Control Board. Such responsibilities shall include, but not be limited to, filing the required "Permit Registration Documents," which includes a Notice of Intent, a Storm Water Pollution Prevention Plan ("SWPPP"), and other compliance-related documents, and, upon completion of the Project, filing of a Notice of Termination. The Architect shall be responsible for preparation of the SWPPP consistent with the requirements of the General Permit. The Architect also shall be responsible for preparing a water quality management plan ("WQMP"), so that the District may provide copies of the WQMP to the County of Ventura or City of Oxnard, as applicable, or other local governmental entity with competent jurisdiction.
  - (ii) The District shall require that the construction contractor: (1) keep copies of the General Permit and SWPPP at the Project site and make those available during construction activities to operating personnel; and (2) provide the annual

certification that construction activities are in compliance with the requirements of the General Permit and the SWPPP.

(9) Meetings:

- (i) The District and the Architect will meet to address specific design issues and to facilitate the decision-making process. Such design meetings shall be held in, or in the vicinity of, the City of Oxnard or Virtually. Documented decisions made at such design meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architects.
- (ii) Number of reasonable meetings agreed upon by both parties for the purpose of developing, reviewing, and approving the Construction Document Package. Additional meetings requested by District shall be negotiated as a Scope Change Addendum.

(10) Deliverables and No. of Copies:

- (i) Fifty percent (50%) submittal - one set of the following:  
one (1) reproducible and one (1) hard copy of the 50% working drawings, and one (1) copy each of specifications and cost estimate.
- (ii) Seventy five percent (90%) submittal at DSA Submittal  
one (1) reproducible and one (1) hard copy print of the 75% working drawings, and one (1) copy each of specifications, equipment cut sheets, cost estimate, and statement of requirements for testing and inspection services needed for compliance with construction documents and applicable codes
- (iii) One hundred percent (100%) submittal at DSA approval -  
one (1) reproducible and one (1) hard copy of the 100% working drawings, one (1) copy each of specifications, cost estimate, and engineering calculations
- (iv) Electronic file copy of 100% drawings and specifications on CD - 1 copy
- (v) A statement at each stage of construction documents review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget - 1 copy  
  
If no program changes occur but shifts of costs occur between disciplines, identify for District review (submit one (1) copy with each of the 50%, 75%, and 100% submittals)



## **I. BIDDING PHASE**

To the extent any portion of the Project will be subject to competitive bidding of prime contract(s) or as provided in paragraph (8) of this Section, the Architect shall assist the District in accordance with the following:

- (1) The Architect shall review and provide comments regarding the bidding procedures to be implemented by the District and the general conditions of the construction contract.
- (2) The District shall compile and print the bid documents from documents provided by the Architect and the District, distribute the bid documents to contractors interested in bidding on the Project, and direct the obtaining of bids.
- (3) The District shall publish the invitation(s) to bid in the appropriate regional trade papers and publications targeting Disabled Veterans Business Enterprises (“DVBE”) and shall prepare and submit the appropriate documentation to the OPSC evidencing compliance with the DVBE requirements of Education Code Section 17076.11, if applicable or desired by the District.
- (4) All questions concerning the intent or interpretation of the bidding and contract documents shall be referred to the District for screening and subsequent processing through Architect.
- (5) In the event any matter is identified that requires interpretation of the drawings or specifications, including, without limitation, by means of any Request for Information submitted by a prospective bidder or proposer, the Architect shall analyze the matter for decision by the District as to substantive and procedural requirements and, as necessary for corrections or clarifications, prepare one or more addenda for issuance by the District. The Architect must respond and issue each such addendum in a timely and expeditious manner so as to not adversely impact or delay the bidding or proposal process.
- (6) In accordance with any applicable procedures or requirements set forth in the contract documents, the Architect shall assist the District in evaluating all bids and contract proposals, evaluating substitutions proposed by bidders, and awarding the bids. The Architect shall review the qualifications of all bidders and make recommendations to the District as to whether, in the Architect’s professional opinion, bidders are qualified and meet minimum requirements for performance of the work.
- (7) If at any time the total of the lowest responsible and responsive bid(s) for the Project (or total of all proposals as may be authorized by law), together with all other estimated and/or actual costs included within the construction cost, exceed the Construction Budget approved by the District for the Project, the Architect compensated as Additional Architectural Services, in consultation with the District, shall revise the plans and specifications as necessary so that rebidding of some or all of the Project will result in a construction cost not in excess of the Construction Budget. In so revising the plans and specifications, the Architect shall, consistent with and limited to the Standard of Care, balance between the type, quality and other characteristics of the Project necessary to result in a Project satisfactory to the District. If acceptable to the District, the Architect

may, as an alternative, include in the contract documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory Project within the Construction Budget.

- (8) If the Project will be completed using the lease-leaseback, CM, or Multiprime construction delivery method, then the foregoing requirements of the Bidding Phase shall be deemed and construed to apply to whatever bidding, proposal or quotation process, if any, the District requires in connection with the Project. Additional Bidding and Construction Administration Services shall be negotiated as a Scope Change Amendment.

## **J. CONSTRUCTION PHASE**

The Architect shall commence providing Construction Phase services upon award of the first contract for construction and until the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after final completion of construction, including, without limitation, completion of all punch list items.

- (1) During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be requested in writing from the Architect by the District and shall be designated as an additional service to the District. The original tracing(s) of the drawings and contract wording for change orders shall be submitted to the District for duplication and distribution.
- (2) The Architect will receive written notification of the award of a construction contract. Upon receiving such written notification, the Architect will proceed with the services required by the Construction Phase of this Agreement.
- (3) The Architect must review and approve, or take other appropriate action, as to the construction contractor's submittals (including, but not limited to, shop drawings, samples and change orders), for purposes of determining whether the submittals conform to the plans, specifications and other requirements applicable to the Project, as well as to the design concepts expressed in the contract documents.

The Architect must take action on any particular submittal within a reasonable time, but not in excess of fourteen calendar days from receipt of the submittal, in order to avoid any unreasonable delay in the work on the Project, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no event shall the review period associated with a single, particular submittal exceed ten calendar days.

- (4) During the course of construction, the Architect must respond to all Requests for Information, Requests for Clarification, and similar requests in a timely and expeditious manner so as not to adversely impact or delay the progress of construction.
- (5) Drawings or change orders required due to actions of the District or due to unforeseen conditions, which result in a need for services that are beyond the scope of the Architect's responsibilities pursuant to this Agreement, shall be considered extra services.
- (6) Architect shall coordinate and schedule with the District and its representative(s) as many on-site visits by the Architect and applicable Architect Consultants as may reasonably be necessary to resolve discrepancies in the contract documents and to monitor the progress

of the Project. The Architect shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of Contractor.

Architect shall bring to the attention of the District, in writing to endeavor to guard the District against, but does not assure against, any defects or deficiencies in the work by the District's construction contractor which the Architect may observe. The Architect does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Construction Documents.

- (7) The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the District and Architect in writing to become generally familiar with the progress and quality of the work completed and to determine in general that the work is being performed in a manner that the work when completed will be in accordance with the contract documents. Basic Services Fee is based on an estimated construction timeline of project assignment with an average of 2 CA meetings per month, inclusive of 1 site visit per month. Weekly meetings, virtual or in person, will be invoiced as Additional Architectural Services.

The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of on-site observations as an architect, the Architect shall keep the District informed of the progress and the quality of the work, and shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.

- (8) Prepare as-built drawings to record changes made during the construction based on information provided by the construction contractor and changes indicated in applicable architectural field orders, change orders, et cetera. The Architect must deliver the as-built drawings, in PDF format, to the District upon completion of the construction, and such delivery shall be a condition precedent to the District's approval of the final payment to the Architect. Revising CAD files is not part of basic services and will be invoiced as Additional Architectural Services.
- (9) Except to the extent provided in the plans and specifications, the Architect shall neither be responsible for, nor have control or charge of: (i) the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project; or (ii) the acts or omissions of the contractors, subcontractors, any of their agents or employees, or any other persons performing any work. The Architect shall not be responsible for the contractor's failure to carry out its work in accordance with the contract documents.
- (10) Architect shall review equipment and maintenance manuals, and a complete set of warranty documents for all equipment and installed systems.
- (11) Architect shall also provide at the District's request, architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and apparent deficiencies in construction following the acceptance of the contractor's work.
- (12) Notwithstanding the foregoing or anything else, the Architect shall as necessary implement and adhere to all policies, procedures and time-lines set forth in the District's construction contract, general conditions and related documents for the Project,

including, without limitation, all procedures for review and approval of payment applications and claims.

**K. PROJECT CLOSE-OUT PHASE**

- (1) One purpose of the requirements of the Project Close-Out Phase is to make the Architect responsible for submitting any and all documentation required to obtain DSA certification or other documentation of the completion of the Project, commonly referred to as “close- out” of a project, including, without limitation, requesting that the District provide any documents within the control of the District or its consultants, such as the Project Inspector. As a condition to final payment to the Architect pursuant to this Agreement, the Architect shall complete all actions necessary for close-out of the Project, and the District shall have obtained DSA certification of the Project, in accordance with the following:
  - (i) Architect shall perform all actions within its control as are necessary for District to obtain final close-out approval for the Project from DSA and any other governmental agencies with jurisdiction over the Project or any portion thereof. If any action necessary to obtain DSA close-out approval is not within the Architect’s control, the Architect must immediately provide written notice thereof to the District, so that the District and Architect may work together to cause such action to be completed.
  - (ii) Architect shall provide to the District any and all documentation required pursuant to this Agreement not already provided during prior phases of the Architectural Services.
  - (iii) Architect shall provide written reports to the District not less than once per month during the Project Close-Out Phase detailing the issues and progress of the close-out of the Project.
  - (iv) The Architect must provide to the District copies of all documents submitted to the DSA or other governmental agencies in connection with close-out of the Project.

**L. MATTERS NOT WITHIN SCOPE OF ARCHITECTURAL SERVICES**

The Architect is not responsible for providing, as part of the Architectural Services, any of the following:

- (1) Ground contamination or hazardous material analysis.
- (2) Any asbestos testing, design or abatement.
- (3) Environmental impact report.
- (4) Historical significance report.
- (5) Soils investigation.
- (6) Geotechnical hazard report.
- (7) Topographic survey.

## *EXHIBIT "C"*

### *ADDITIONAL ARCHITECTURAL SERVICES*

In accordance with Section 2.8 of this Agreement, Additional Architectural Services may include, but are not limited to, the following:

- A. **Revisions:** Making revisions to the plans, drawings, specifications, project manual, or other documents when such revisions are:
  - (i) Inconsistent with written approvals or written instructions previously given by the District; or
  - (ii) Required by the enactment, revised interpretation, or revision by governmental entities having competent jurisdiction of codes, laws or regulations of mandated applicability to the Project that occurred subsequent to the preparation of such documents and that Architect could not reasonably have anticipated would occur.
- B. **Project Changes:** Except as required pursuant to this Agreement, providing services required to accommodate optional changes in the Project requested by the District after completion of the Construction Documents Phase, including, but not limited to, changes in the size, quality, or complexity of the Project, or the method of bidding or negotiating and contracting for construction.
- C. **Default:** Except as provided in this Agreement and except for construction monitoring and review and processing of change orders, submittals, claims and other documentation in accordance with the District's contract with the construction contractor, providing services made necessary by the default or termination of the construction contractor, by defects or deficiencies in the work of the construction contractor resulting in the District declaring to the construction contractor and its performance-bond surety that the construction contractor is in breach of its contract with the District, or by material failure of performance by the District, construction contractor or others performing services or providing work on the Project.
- D. **Claims:** Except for review and processing of claims in accordance with the District's contract with the construction contractor, providing services in connection with claims submitted by the construction contractor or others, such as assistance with or testimony in any associated litigation or arbitration.
- E. **Hearings, Proceedings:** Except as required pursuant to this Agreement, providing services in connection with the preparation for, or attendance at, public hearings or other meetings, or legal proceedings, except where the Architect is a party thereto.
- F. **Providing Other Consultants:** Providing services of any consultant other than as required pursuant to this Agreement.
- G. **Post Completion/Extended Construction:** Except as required pursuant to this Agreement, providing services (other than Project Close-Out Phase services) at any time more than ninety days after the date for completion of construction of the Project established by the District's contract with the construction contractor, if such services are attributable to any delays in completion of such construction that are not caused in whole or in part by the Architect or any of its consultants.

***EXHIBIT "D"***

***CONTACT INFORMATION AND DESIGNATED REPRESENTATIVES***

**Architect Contact Information:**

Architecture for Education (A4E)

Attn: Rachel Adams

41 North Fair Oaks Ave

Pasadena, CA 91103

**Designated Architect Representatives (not more than three):**

1. Name (Primary Contact): Rachel Adams  
Title: Partner/Managing Principal/AOR

Limitation(s) on Authority: Has full authority for implementation and management of day-to-day activities associated with the Project and is the primary Architect contact person for purposes of this Agreement and the Project.

2. Name (Primary Contact): Olivia Graf Doyle  
Title: Partner/Design Principal

Limitation(s) on Authority: Has full Project authority and is a secondary Architect contact person for purposes of this Agreement and the Project.

**District Contact Information:**

Rio School District  
Attn: Wael Saleh, Asst. Superintendent, Business  
1800 Solar Dr., 3<sup>rd</sup> Floor  
Oxnard, CA 93030

Designated District Representatives (not more than three):

1. Name (Primary Contact): **TBD**

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

Limitation(s) on Authority: Has full Project authority, subject only to the requirement to secure Board approval of agreements, change orders, et cetera, and is the primary District contact person for purposes of this Agreement and the Project. Authority includes, but is not limited to, management of day-to-day construction operations.

2. Name (Primary Contact): Joel Kirschenstein, Sage Realty Group

Title: Consultant

Limitation(s) on Authority: Has full Project authority, subject only to the requirement to secure Board approval of agreements, change orders, et cetera, and is a secondary District contact person in the event the primary contact is unavailable or in other extraordinary circumstances.

3. Name (Primary Contact): Wael Saleh, Asst. Superintendent Business

Title: Asst. Superintendent Business

Limitation(s) on Authority: Primary District-level contact for contractual obligations. Has full Project authority, subject only to the requirement to secure Board approval of agreements, change orders, et cetera, and is a tertiary District contact person in the event the primary and secondary contacts are both unavailable or in other extraordinary circumstances.

**EXHIBIT "E"**  
**APPROVED ARCHITECT CONSULTANTS**

[Insert additional consultants, consultant names, contact information, et cetera.]

Structural Engineer

KPFF

JAMA

Hobach Lewin

Brandow & Johnston

Landscape Architect

EPT

Land Images

\_\_\_\_\_

\_\_\_\_\_

Mechanical Engineer

PBS

Capital Engineering

Pocock Design Solutions

Design West Engineering

Electrical Engineer

PBS

Capital Engineering

Design West Engineering

\_\_\_\_\_

Food Service Designer

Capital Engineering

Dieli Murawka Howe Food Service

\_\_\_\_\_

\_\_\_\_\_

Cost Estimator

Sierra West Engineering

MGAC Estimating

\_\_\_\_\_

\_\_\_\_\_

Civil Engineer

Hobach Lewin

Brandow & Johnston

KPFF



**EXHIBIT "F"**  
**ARCHITECT COMPENSATION**

A. Pre-Design Fee for Phases per Exhibit B Items C,D,E:

As of the Effective Date, the Pre-Design Fee shall be \$75,000 Hourly NTE .

B. Basic Services Architect Fee:

As of the Effective Date and subject to adjustment as provided in Section 5.4 of the Agreement, the Basic Architect Fee shall be

i. New Construction based on Construction Budget:

<b>NEW BUILDING</b>			
Project Dollar Amount	Fee Expressed as % of Budget	Construction Cost	Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	9.00%	\$1,000,000.00	\$90,000.00
\$1,000,001 to \$2,000,000	8.50%	\$1,000,000.00	plus \$85,000.00
\$2,000,001 to \$4,000,000	8.00%	\$2,000,000.00	plus \$160,000.00
\$4,000,001 to \$6,000,000	7.50%	\$2,000,000.00	plus \$150,000.00
\$6,000,001 to \$10,000,000	7.00%	\$4,000,000.00	plus \$280,000.00
\$10,000,001 to \$14,000,000	6.50%	\$4,000,000.00	plus \$260,000.00
\$14,000,001 to \$18,000,000	6.00%	\$4,000,000.00	plus \$240,000.00
Above \$18,000,000	5.50%	\$20,000,000.00	plus \$1,100,000.00

ii. Renovation based on Construction Budget

<b>RENOVATION</b>			
<b>\$8,000,000 Construction Cost</b>			
Project Dollar Amount	Fee Expressed as % of Budget	Construction Cost	Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	12.00%	\$1,000,000.00	\$120,000.00
\$1,000,001 to \$2,000,000	11.50%	\$1,000,000.00	plus \$115,000.00
\$2,000,001 to \$4,000,000	11.00%	\$2,000,000.00	plus \$220,000.00
\$4,000,001 to \$6,000,000	10.50%	\$2,000,000.00	plus \$210,000.00
\$6,000,001 to \$10,000,000	10.00%	\$4,000,000.00	plus \$400,000.00
\$10,000,001 to \$14,000,000	9.00%	\$4,000,000.00	plus \$360,000.00
\$14,000,001 to \$18,000,000	8.00%	\$4,000,000.00	plus \$320,000.00
Above \$18,000,000	7.00%	\$20,000,000.00	plus \$1,400,000.00

- iii. Basic Service Sliding Fees are cumulative and shall be applied to each project assignment (renovation and/or new construction scope individually) as applicable. Project status as renovation or new construction shall be assigned and agreed to no later than the Schematic Design Phase.
- iv. Sliding Scale Fee Example Project Assignment #1: \$23,200,000 New Building & \$8,000,000 Renovation = 31,200,000 Construction Cost  
Total A/E Basic Services Fee of \$2,416,000

<b>\$23,200,000 Construction Cost</b>			<b>NEW BUILDING</b>	
Project Dollar Amount	Fee Expressed as % of Budget	Construction Cost		Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	9.00%	\$1,000,000.00	<input type="text" value="(Ctrl)"/>	\$90,000.00
\$1,000,001 to \$2,000,000	8.50%	\$1,000,000.00	plus	\$85,000.00
\$2,000,001 to \$4,000,000	8.00%	\$2,000,000.00	plus	\$160,000.00
\$4,000,001 to \$6,000,000	7.50%	\$2,000,000.00	plus	\$150,000.00
\$6,000,001 to \$10,000,000	7.00%	\$4,000,000.00	plus	\$280,000.00
\$10,000,001 to \$14,000,000	6.50%	\$4,000,000.00	plus	\$260,000.00
\$14,000,001 to \$18,000,000	6.00%	\$4,000,000.00	plus	\$240,000.00
Above \$18,000,000	5.50%	\$5,200,000.00	plus	\$286,000.00
<b>Fee Total</b>				<b>\$1,551,000.00</b>

<b>\$8,000,000 Construction Cost</b>			<b>RENOVATION</b>	
Project Dollar Amount	Fee Expressed as % of Budget	Construction Cost		Fee Expressed as Dollar Amount of Budget
\$1 to \$1,000,000	12.00%	\$1,000,000.00		\$120,000.00
\$1,000,001 to \$2,000,000	11.50%	\$1,000,000.00	plus	\$115,000.00
\$2,000,001 to \$4,000,000	11.00%	\$2,000,000.00	plus	\$220,000.00
\$4,000,001 to \$6,000,000	10.50%	\$2,000,000.00	plus	\$210,000.00
\$6,000,001 to \$10,000,000	10.00%	\$2,000,000.00	plus	\$200,000.00
\$10,000,001 to \$14,000,000	9.00%		plus	\$0.00
\$14,000,001 to \$18,000,000	8.00%		plus	\$0.00
Above \$18,000,000	7.00%		plus	\$0.00
<b>Fee Total</b>				<b>\$865,000.00</b>

- v. 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.

- vi. Specialty Engineering, as required by Board Approved Project Scope, such as Food Service Design, Fire Protection Engineering, SWPPP, WQMP, and Offsite Improvements are excluded from Basic Services., additional fee available upon request.
- vii. Supplemental Construction Admin Services for Extended Construction Period, Multi Prime or Phased Construction shall be excluded from Basic Services., additional fee available upon request.
- viii Project Assignment Budgets shall be reviewed at SD, DD, CD and Bid Milestones, with updates to Basic Service Sliding Scale Fee based on updated Construction Budget at such stages. The District's Board shall approve any Construction Budget amendments.
- ix. Shall the District decrease the construction budget at a project milestone, fee reductions shall apply to future phases and not reduce previously approved and invoiced fees to date. Any impact to Design and Engineering scope and fees shall be negotiated and agreed upon as a Scope Change Amendment.

C. Architect Payment Milestones (percentage of total payment):

i. Subject to all provisions of Part 5 of this Agreement, the amount of each monthly invoice submitted by the Architect shall be based on a reasonable determination by the Parties regarding the percentage complete of the then-current design milestone. Architectural Fee Billing schedule shall be confirmed as:

Schematic Design Phase:	15% cumulative
Design Development Phase:	30% cumulative
Construction Document Phase	60% cumulative
Project Approval (including DSA) Phase:	70% cumulative
Bid, Proposal, or Quote Phase:	75% cumulative
Construction Phase 100%:	95% cumulative
Close-out complete (other than DSA close-out):	98% cumulative
DSA provides notice that DSA close-out is complete:	100% cumulative

D. Schedule of Hourly Rates for Architectural Services:

i. The following rate schedule shall apply with respect to Architectural Services provided on an hourly-rate basis in accordance with this Agreement. Such hourly rates shall remain in effect for one year from the Effective Date and may be adjusted as agreed by the Parties on each anniversary of the Effective Date during the term of this Agreement. Not all categories of hourly rates need to apply to the Project.

2023 Hourly Rate Schedule:

Partner	\$235
Principal	\$210
Sr. PM/PA	\$180
Project Architect/Designer	\$160
Project Designer/PM	\$135
Job Captain	\$125
Architectural Staff II	\$110
Architectural Staff I	\$90
Sr. Administrative	\$140
Admin Assistant	\$86

E. Anticipated Completion Schedule: The following timeline represents the anticipated schedule for completion of the Architectural Services. Any material deviations from such schedule shall be agreed upon between the Architect and District representatives.

Project Assignment Schedules shall be coordinated between District and Architect based on Board Approved Priorities, Scope, Budget, and Funding Availability. Completion timeline identified in March 2023 board workshop:

Rio Real K-8 School:

Schematic Design – DSA Approval:	May 2023 through May 2025
Bidding/Negotiations – Construction:	June 2025 through June 2027

Rio Plaza ES School:

Schematic Design – DSA Approval:	May 2026 through May 2028
Bidding/Negotiations – Construction:	June 2028 through June 2030

**EXHIBIT "G"**  
**REQUIRED INSURANCE COVERAGES**

The insurance policies that the Architect, as a minimum, must obtain and maintain pursuant to Part 6 of this Agreement include the following:

(1) **Liability Insurance.** The Architect shall obtain and maintain until at least one year after final payment to the Architect pursuant to this Agreement a policy or policies of broad-form commercial general liability and property insurance for the Project, written on an "occurrence" basis, each providing coverage with a combined single limit of not less than \$2,000,000 for all activities conducted by Architect pursuant to this Agreement ("Liability Policy"). If any aggregate limit applies (whether products/completed operations or all other loss), not less than \$2,000,000 shall apply specifically to this Agreement for the Project, or the aggregate limit shall be twice the required occurrence limit. Any self-insured retention shall be permitted only with the express written consent of the District. The Liability Policy shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District. The Liability Policy shall name the District and each of the District Agents as an additional insured and shall include coverage as appropriate to protect the interests of the District, the District Agents and the Architect, which, at a minimum, shall include coverage for property damage (including pollution liability), injury to any person (including death), contractual liability assumed by the Architect pursuant to Section 6.1, premises, operations, and products and completed operations liability.

(2) **Vehicle Liability Insurance.** The Architect shall obtain and maintain until at least sixty days after final payment to the Architect pursuant to this Agreement a policy of business vehicle liability insurance with a combined single limit of not less than \$1,000,000 per occurrence ("Vehicle Liability Policy"). If any aggregate limit applies, not less than \$1,000,000 shall apply specifically to this Agreement, or the aggregate limit shall be twice the per occurrence limit. The Vehicle Liability Policy shall name the District and each of the District Agents as an additional insured, and shall contain a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the District and the District Agents. Such insurance shall include coverage for owned, hired and non-owned vehicles.

(3) **Workers' Compensation Insurance.** The Architect, at all times during the term of this Agreement and as otherwise required by applicable Legal Requirements, shall maintain workers' compensation insurance in accordance with Section 3700 et seq. of the Labor Code. The Architect shall also obtain and maintain during the term of this Agreement a policy of employers' liability insurance with limits of not less than \$1,000,000 per incident.

(4) **Professional Liability Insurance.** The Architect shall obtain and maintain during the term of this Agreement a policy of professional liability insurance for the Project with a combined single limit of not less than \$2,000,000 per claim ("Professional Liability Policy"). The Professional Liability Policy shall provide coverage for claims arising out of the performance of the Architectural Services pursuant to this Agreement. If an aggregate limit applies, such aggregate limit in the Professional Liability Policy shall not be less than \$2,000,000.

**EXHIBIT "H"**  
**NONCOLLUSION DECLARATION**

Project : RIO REAL AND RIO PLAZA CAMPUS IMPROVEMENTS

Architect: ARCHITECTURE FOR EDUCATION (A4E)

The undersigned hereby declares:

I am the \_\_\_\_\_ (insert position) of ARCHITECTURE FOR EDUCATION (A4E).

I represent and warrant that: (i) Architect has not employed or retained any company or person (excepting any bona fide employee working solely for Architect) to solicit or otherwise cause the District to enter into the Agreement for Architectural Services ("Agreement"); (ii) Architect has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for Architect), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into the Agreement; and (iii) to the Architect's knowledge, the making of the Agreement shall not result in any person having any conflict of interests pursuant to Government Code Section 1090, the California Political Reform Act (Government Code Section 87100 et seq.), or the California common law.

I hereby represent that I have the full power to execute, and do execute, this declaration on behalf of the Architect.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

Representative Signature: \_\_\_\_\_

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

11.2







### Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of the Regular Board Meeting of May 17, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of May 17, 2023

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval.

### 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  
May 17, 2023  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 5:00 p.m.  
Open Session: 6:00 p.m.**

**Members present**

Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

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

1.1 Call to Order

Trustee Eisenhauer convened the meeting at 5:00 p.m.

1.2 Pledge of Allegiance-Rio del Sol Student

Vivian Delgado, Rio Vista ASB Student, led the flag salute.

1.3 Roll Call

Trustee Anderson called the roll, President Torres was absent.

**2. Approval of the Agenda**

2.1 Agenda Correction, Additions, Modifications

Trustee Eisenhauer stated Item 9.2 Discussion for Draft Architectural Service Contract for A4E for Rio Real and Rio Plaza Projects will be tabled to the next regularly scheduled board meeting.

2.2 Approval of the Agenda

Staff recommends approval as amended.

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

**Final Resolution: Motion Carries**

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

**3. Public Comment-Closed Session**

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

There were no public comments on closed session items. Trustee Eisenhauer adjourned the meeting into closed session at 5:03 p.m.

#### **4. Closed Session**

4.1 Student Discipline-Stipulated Expulsion [Education Code 48918] Student No. 6011694 and 6009966

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

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

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

5.1 Report of Closed Session

Trustee Eisenhower reconvened the meeting at 6:08 p.m.

Trustee Eisenhower reported the following action took place during closed session:

The Governing Board by a vote of 4-0 voted to approve the Stipulated Expulsion for Student No. 6011694; by a vote of 4-0 the Governing Board approved the Stipulated Expulsion for Student No. 6009966.

By unanimously vote, the Governing Board appointed Mayte Duenez, Director of Fiscal Services.

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

6.1 Rio del Sol ASB Presentation

Dr. Ryan Emery, Principal of Rio del Sol School, presented his ASB students. Students presented a Student Leadership update.

#### **7. Public Hearings**

7.1 Public Hearing for the Rio Teachers' Association Sunshine Proposal to the Rio School District

Trustee Eisenhower opened the public hearing at 6:21 p.m, as there were no public comments, Trustee Eisenhower closed the hearing at 6:21 p.m.

7.2 Public Hearing for the Rio School District Sunshine Proposal to Rio Teachers' Association

Trustee Eisenhower opened the public hearing at 6:21 p.m, as there were no public comments, Trustee Eisenhower closed the hearing at 6:22 p.m.

#### **8. Communications**

8.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

8.2 Board Member Reports

Board member reports were heard from Trustees Anderson, Balderrama, Martin and Eisenhower.

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

Organizational reports were heard from Marisela Valdez, RTA president and Rosie Rosales, CSEA representative.

### 8.4 Superintendent Report

Superintendent Puglisi provided information on learning growth and Ms. Veronica Rauschenberger informed the Governing Board that our district was awarded the 2023 Green Ribbon Sustainability Award. The district will be attending the awards ceremony next week and we will bring the recognition to the board in June.

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

Public comments were heard from Gabriella Ramirez, Yessenia Ramirez, Adriana Garcia, Ana Martinez, Laura Madero, Armando Vargas, Dora Girela, Marisol Maya, and Nancy Sosa,

## **9. Information**

9.1 Introduction of Draft Resolution #22/23-22 for Issuance of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and Bond Anticipation Notes.

Wael Saleh, Assistant Superintendent, Business Services, provided information on this item. Jon Isom, Isom Advisors, provided a brief summary and was available for questions. This item is in draft form and will be brought back to the board in June for approval.

9.2 Discussion for Draft Architectural Service Contract for A4E for Rio Real and Rio Plaza Projects

This item was tabled to a future meeting.

## **10. Discussion/Action**

10.1 RTA to RSD Sunshine Proposal 2023-2024  
District administration recommends approval

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

**Final Resolution: Motion Carries**

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

10.2 RSD to RTA Sunshine Proposal 2023-2024

Staff recommends approval of the RSD to RTA Sunshine Proposal 2023/2024.

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

**Final Resolution: Motion Carries**

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

10.3 License to Farm between the RSD and Reiter Bros which reflects a one acre set aside area exclusively for the RSD/ RDV Agricultural Educational Program for 2023 / 24. Staff recommends approval of the License to Farm between the RSD and Reiter Bros which reflects a one acre set aside area exclusively for the RSD/ RDV Agricultural Educational Program for 2023 / 24. A modification was added to change acres of 16 to 14.2 and total is 69629.17 and schedule changes.

Motion by Felix Eisenhauer, second by Alesia Martin.

Final Resolution: Motion Carries

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

## **11. Consent**

11.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda, as presented.

Motion by Felix Eisenhauer, second by Kristine Anderson.

Final Resolution: Motion Carries

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

11.2 Approval of the Minutes of the Regular Board Meeting of April 19, 2023

11.3 Approval of the Minutes of the Special Board Meeting of May 3, 2023

11.4 Approval of the Minutes of the Special Board Meeting of May 4, 2023

11.5 Approval of the May Personnel Report

11.6 Approval of the Revised Rio School Board Governance Handbook

11.7 Ratification of the Commercial Warrant for April 8, 2023 through May 4, 2023

11.8 Approval of CSEA salary schedule

11.9 Approval of Food Service Vending Contract with Catalyst, Inc.

11.10 Approval of Food Service Vending Contract with Child Development Resources for the 2023/2024 school year.

11.11 Approval of Food Service Vending Contract with The Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center)

11.12 Contract with YMCA to provide ELOP-funded summer art and sports program

11.13 Approval of Ventura County Indian Education MOU

11.14 Award EMS Upgrade RFP, Scope C, Clocks

11.15 Award EMS Upgrade RFP, Scope A: campus intercom, overhead PA, bells

11.16 Award EMS Upgrade RFP, Scope D, visitor management system

11.17 Approval to declare and sell obsolete E-waste equipment to PC Recycle / Tempus

11.18 Ratification of the Proposals for the Rio Rosales and Rio Del Norte Window Shades, Phase 2, from Arjay's Window Fashions.

11.19 Approval of Resolution #22/23-20 for the Notice of Completion of Project #22-06L, Rio Plaza Shade Structure by EJS Construction, Inc.

11.20 Approval of CREDIT Change Order #5 from EJS Construction, Inc. for Project 22-01L, Rio Plaza HVAC and Electrical

11.21 Approval of CREDIT Change Order from EJS for the Seismic Cabling on Roof Top Refrigerant Line Support/Rack Structure at the Rio Real Administration Building.

11.22 Approval of Resolution No. 22/23-21 for the issuance of a Notice of Completion with EJS Construction, Project 22-02L Rio Real HVAC and Electrical.

11.23 Approval of the 4th Modification with Tetra Tech for the Rio Del Valle Campus Enhancement Master Plan Expansion Project Environmental Impact Report.

## 12. Organizational Business

### 12.1 Future Items for Discussion

Trustee Eisenhower would like budget on shade structures, RdV funding to include Real and Plaza, ROTC program or other programs available, Indian Education program, Real and Plaza needs for child nutrition, Free Meals update, and recap on link to the ELCAP and Catalyst program.

Trustee Anderson requested information on the district visitor policies, SARC's, SPED updates, new construction at Plaza and matching funds. Trustee Martin hybrid buildings for sites. Trustee Balderrama Catalyst program and options.

12.2 Future Meeting Dates: June 21 and June 28, 2023

**13. Adjournment**

13.1 Adjournment

Trustee Eisenhauer adjourned the meeting at 7:57 p.m.

**Approved on this 21st day of June, 2023.**

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John Puglisi, Ph.D., Secretary Date

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Clerk of the Board Date