



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

October 18, 2023

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

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

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

2.0



Wednesday, October 18, 2023
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. Individuals in attendance are not permitted to donate their speaking rights to another speaker in order to allow that speaker to exceed the three minute maximum. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

- 4.1 Conference with Legal Counsel – existing litigation, pursuant to Gov. Code § 54956.9 (d)(1) Cordova vs. Rio School District – GHC 0038885
- 4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student No. 6017692 and 6009120
- 4.3 Consideration of Student Readmissions [Education Code Section 35146] Student No. 6010078
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2023/2024
- 4.5 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

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

- 5.1 Report of Closed Session

6. Recognitions/Presentations

- 6.1 Mariachi and Folklorico Dance Performance
- 6.2 Week of the School Administrator

7. Communications

- 7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. Individuals in attendance are not permitted to donate their speaking rights to another speaker in order to allow that speaker to exceed the three minute maximum. 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 per speaker, or a total of twenty minutes

8. Information

8.1 Business Services Report

8.2 Educational Services Report

9. Discussion/Action

9.1 Approval of Resolution 2324/05 Week of the School Administrator

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of September 13, 2023

10.3 Approval of the Minutes of the Special Board Meeting of September 16, 2023

10.4 Approval of Personnel Report-October 2023

10.5 Ratification of the Commercial Warrant for September 1, 2023 through October 3, 2023.

10.6 Williams Quarterly Complaint Report

10.7 Approval of MOU with VCOE for HOPE

10.8 Approval of Agreement for Police School Resource Officer Services and Cost-Sharing with the City of Oxnard for 2023/2024.

10.9 California Physical Education-Health Project at CSU Channel Islands Proposal

10.10 Approval of Addendum for the Tobacco Use Prevention Education (TUPE) contract with VCOE

10.11 Approval of Community engagement Initiative (CEI) Agreement Cohort III

10.12 Approval of Friends of Fieldworkers Agreement

10.13 Passageway School-Non Public School

10.14 Approval of the Contract Renewal with HR Entertainment to Provide Mariachi and Folklorico Classes at Rio Real and Rio Plaza Dual Immersion Schools

10.15 Approval to declare and sell obsolete E-waste equipment

10.16 Purchasing 150 Lenovo 100e (4th Gen) Chromebooks

10.17 Approval of Amendment #8 from Jensen Design & Survey for the Rio Del Valle Expansion Project

10.18 Approval of Resolution 23/24-04 for the Notice of Completion for Project #23-02L for the Rio Lindo Classroom HVAC and Electrical from Ardan Construction, Inc.

10.19 Approval of Notice of Award to Bon Air, Inc. for Project #24-01L for the Rio Del Valle Gym HVAC and Electrical Upgrade.

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: November 15, 2023

12. Adjournment

12.1 Adjournment

4.1



Agenda Item Details

Meeting Oct 18, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student No. 6017692 and 6009120
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will discuss student discipline outcomes.

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Oct 18, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Consideration of Student Readmissions [Education Code Section 35146] Student No. 6010078

Access Public

Type

Public Content

Speaker: Rebecca Rocha, Director of Pupil Personnel Services

Rationale:

The Governing Board will consider the re-entry of a student coming back from expulsion.

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2023/2024
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D.,

Rationale:

Closed session discussion.

Administrative Content

Executive Content

4.5



Agenda Item Details

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

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

Administrative Content

Executive Content

7.4



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Administrative and Organizational Goal Focus

Administrative Content

Executive Content

8.1

**Agenda Item Details**

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

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Master Planning Update

Administrative Content**Executive Content**

8.2

**Agenda Item Details**

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

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- EL Program Update

Administrative Content**Executive Content**

9.1





Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Resolution 2324/05 Week of the School Administrator
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the Resolution 2324/05 Week of the School Administrator

Public Content

Speaker: John Puglisi, Superintendent

Rationale:

The State of California has declared the second week of October as School Administrator Week. Staff recommends the approval of Resolution 2324/05 Week of the School Administrator.

Administrative Content

Executive Content

**Rio School District
Week of the School Administrator
Resolution 2324/05**

WHEREAS, leadership matters for California’s public education system and the more than 6 million students it serves;

WHEREAS, School administrators are passionate, lifelong learners who believe in the value of quality public education, and

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, School leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, Research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the second full week of October as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, The future of California’s public education system depends upon the quality of its leadership; now therefore

BE IT RESOLVED, by the Rio School District that all school leaders be commended for the contributions they make to successful student achievement.

Dated this 18th day of October, 2023

Ayes _____ Nays: _____ Absent: _____ Abstain _____

Eleanor Torres
President of the Board

10.2



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of September 13, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of September 13, 2023.
Minutes	View Minutes for Sep 13, 2023 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Ph.d., Superintendent

Rationale:

Staff recommends approval.

[Min091323.pdf \(58 KB\)](#)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Regular Board Meeting
September 13, 2023
Rio School District
1800 Solar Drive
Oxnard, CA 93030**

Members present

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

1. Open Session 5:00 p.m.

1.1 Call to Order

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

1.2 Pledge of Allegiance

President Torres led the flag salute.

1.3 Roll Call

Trustee Eisenhauer called the roll. All present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

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

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Felix Eisenhauer, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer

Not Present at Vote: 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.

President Torres adjourned the meeting into closed session at 5:03 p.m.

4. Closed Session

4.1 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2023/2024

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

5.1 Report of Closed Session

President Torres reconvened the meeting at 6:12 p.m.

President Torres reported no action was taken in closed session.

6. Recognitions/Presentations

6.1 Oxnard College English and Second Language Parent Recognition

Oscar Hernandez, Assistant Superintendent, Educational Services, presented Dr. Cobian and Dr. Gonzales, Oxnard College.

Parents are currently taking English classes at Rio del Valle. Oscar Cobian, Interim President, Oxnard College, thanked the board for allowing the partnership with Rio to provide ESL classes and hopes to continue the collaboration. Over 300 parents are taking classes at Rio del Valle Middle School.

6.2 Rio Real Dual Immersion Spanish AP Student Recognition

Dr. Maria Hernandez and Ms. Nidia Mejia presented certificates to the 8th grade students who took the Spanish AP exams.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

No correspondence was reported.

7.2 Board Member Reports

There were no board member reports.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Elena Ramirez, CSEA president.

7.4 Superintendent Report

Superintendent Puglisi introduced Mr. Robert Guynn, Principal of Rio Vista Middle School and Mr. Ryan Howatt, Principal of Rio Rosales Elementary School.

Superintendent Puglisi stated there will be a Community Leadership Forum on Saturday, September 16, 2023.

Both principals stated they have been working with all principals, teachers and other admin to develop the Profile of a Student. This work began during the Welcome Back Day on August 17, 2023.

The Profile of Student is a lense of what our district would like to observe our students develop beginning when they start in Rio thru 8th grade.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. Individuals in attendance are not permitted to donate their speaking rights to another speaker in order to allow that speaker to exceed the three minute maximum. 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 per speaker, or a total of twenty minutes
There were no public comments.

8. Public Hearings

8.1 Public Hearing of Sufficiency of Instructional Materials Resolution# 23/24-01

The public hearing regarding the Sufficiency of Instructional Materials Resolution 23/24-01 was opened at 7:16 p.m.

As there were no speakers, the hearing was closed at 7:16 p.m.

9. Information

9.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent, Educational Services, presented an update regarding the English Learners in the district. Historical data was shared. The Youth Truth data will be shared at a later time.

10. Discussion/Action

10.1 Authorization of teaching assignment under a Provisional Internship Permit

It is recommended that the Governing Board authorize the teaching assignment for the teacher listed.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.2 Adoption of Resolution# 23/24-01 Sufficiency of Instructional Materials - Certification of provisions of standards-Aligned Materials

Staff recommends board approval of Resolution# 23/24-01 Sufficiency of Instructional Materials.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.3 Approval of Updated Annual List of Pre-Qualified Bidders from Quality Bidders for 2023/2024

The Board is asked to approve the Revised Pre-Qualified Bidder list from Quality Bidders for the 23/24 year.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.4 Adoption of the GANN Limit/Resolution No. 23/24-02

Staff recommends adoption of the GANN Limit Resolution 23/24-02

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.5 Approval of the Unaudited Actuals for 2022/2023

It is recommended that the Unaudited Actuals for 2022/2023 be approved. An amended document was submitted and presented for approval.

Motion by Felix Eisenhauer, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda, as presented.

Motion by Felix Eisenhauer, second by Alesia Martin.

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

11.2 Approval of the Minutes of the Regular Board Meeting of August 16, 2023

11.3 Approval of September Personnel Report

11.4 Ratification of the Commercial Warrant for August 5, 2023 through August 31, 2023.

11.5 Approval of the Variable Term Waiver

11.6 Approval of Revised Calendars

11.7 Approval of Revised Bell Schedule for Rio Plaza

11.8 Approval of Agreement with California State University Northridge to provide supervision for psychology and counseling candidates

11.9 Approval of Support Service Contract with VCOE

11.10 2023 Fall Services Agreement with Hip Hop Mindset for After School Programs

11.11 Approval of Multi-Year MOU with Oxnard Union High School District to Provide ESL Adult Classes

11.12 Approval of Short Form Agreement with Frog Street, LLC, to Purchase Transitional Kindergarten Supplemental Materials

11.13 Contract with MICOP for Mixtec translation and Outreach Services 2023-2024

11.14 Shelter Care Resources MOU for Housing our McKinney-Vento Families

11.15 Ratification of the Contract with Procure Therapy

11.16 Ratification to the Addendum to the Contract with Pioneer Services

11.17 Ratification to the Addendum to the Contract with EPIC Special Education Staffing aka. Therapy Travelers LLC and 3Chords Inc.

11.18 Recommendation that the District designate the four unused portables located at Rio Del Valle as surplus

11.19 Approval of Project Proposal for DSA Inspection by Kenco Construction Services, Inc., of the Rio Del Valle Gym - HVAC and Electrical Upgrades.

11.20 Approval of Project Proposal for DSA Inspection by Kenco Construction Services, Inc., of the Rio Del Valle Classroom - HVAC and Electrical Upgrades.

11.21 Approval of Change Order #1 to Ardalan Construction, Inc., Project 23-02L for the Rio Lindo Classroom HVAC and Electrical.

12. Organizational Business

12.1 Future Items for Discussion

Trustees requested the following information be brought at a future board meeting:

Parent Volunteers Process

School Site Council/PTA Updates

Youth Truth Data

Construction Updates

12.2 Future Meeting Dates: October 18, 2023

13. Adjournment

13.1 Adjournment

President Torres adjourned the meeting at 8:09 p.m.

Approved on this 18th of October, 2023.

John Puglisi, Ph.D., Secretary

Date

Clerk of the Board

Date

10.3



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Minutes of the Special Board Meeting of September 16, 2023
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Special Board Meeting of September 16, 2023.
Minutes	View Minutes for Sep 16, 2023 - Rio School District Special Board Meeting

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval of the Minutes of the Special Board Meeting of September 16, 2023.

[MinSpec091623.pdf \(49 KB\)](#)

Administrative Content

Executive Content

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Rio School District
Minutes
Special Board Meeting
September 16, 2023
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 8:00 a.m.
Open Session: 8:30 a.m.

Members present

Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

1. Preliminary Business

1.1 Open Session

President Torres called the meeting to order at 8:00 a.m.

1.2 Pledge of Allegiance

Trustee Eisenhauer led the flag salute.

1.3 Roll Call

Trustee Eisenhauer called the roll. President Torres and Trustees Balderrama and Eisenhauer were present, Trustee Martin arrived at 8:30 a.m. and Trustee Anderson was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

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

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as presented.

Motion by Felix Eisenhauer, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Torres adjourned the meeting into closed session at 8:01 a.m.

4. Closed Session

Discussion: 4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1)); City of Oxnard v. Rio School District, et. al. (Ventura County Superior Ct. Case No. 56-2023-00575575-CU-WM-VTA)

5. Open Session 8:30 am

5.1 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments on closed session item.

President Torres adjourned the meeting into closed session at 8:01 a.m.

6. Discussion

6.1 Beginning of the Year Community Workshop

President Torres reconvened the meeting at 8:30 a.m.

The following action took place during closed session:

The Governing Board met in closed relative to the agendized matter, and approved by unanimous vote of all members present, a proposed Settlement Agreement with the City of Oxnard. The details of such settlement, as well as copies, will be made available upon request when and if the settlement is approved by all parties.

At this time, Superintendent Puglisi began the community workshop. The audience consisted of Rio Leadership members, parents representing all sites and the Governing Board. Various activities were performed with the different groups focusing on the Profile of a Student. The morning porting concluded and lunch was served.

The workshop continued with leadership and the Governing Board.

7. Adjournment

7.1 Adjournment

President Torres adjourned the meeting at 2:22 p.m.

Approved on this 18th day of October, 2023.

John Puglisi, Ph.D., Secretary

Date

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

Date

10.4



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of Personnel Report-October 2023
Access	Public
Type	Action (Consent)
Preferred Date	Sep 20, 2023
Absolute Date	Sep 20, 2023
Recommended Action	Administration recommends approval of the personnel report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Board approval of changes in personnel.

[PERS October 18, 2023.pdf \(63 KB\)](#)

Administrative Content

Executive Content

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RIO SCHOOL DISTRICT
October 18, 2023

Certificated Personnel Report

Certificated Ratification of Employment:

Arenas, Dianne, 6th Grade, Rio del Valle, 1.0 FTE, Effective 09/21/2023 school year

Keller, Destiny, 3rd/4th Grade, Rio del Mar, 1.0 FTE, Effective 09/20/2023 school year

Rocha, Rebecca, Director of Human Resources, District Office, 1.0 FTE to Director of PPS 1.0 FTE Effective 10/01/2023

Classified Personnel Report

Classified Leave of Absence:

Torres, Raelene, Instructional Assistant/Sped, 5.75 hours, Rio Rosales, effective 9/28/23 - 1/31/24

Classified Management Ratification of Employment:

Guerra, Rachell, School Based Mental Health & Wellness Clinician, 8 hrs, Itinerant, effective 10/2/23

Classified Management Resignation:

Rios, Guadalupe, School Based Mental Health & Wellness Clinician, 8 hours, Rio Vista, effective 10/20/23

Classified Promotion:

Ahmed, Yasmin, from Food Service Worker I, 2 hrs, Rio Del Mar to Food Service Worker II, 5.5 hrs, Rio Del Sol, effective 9/27/23

Gonzales, Myrna, from Instructional Assistant, 5.25 hrs, Rio Plaza to Student & Family Support Specialist, 5.75 hrs, Rio Vista, effective 10/3/23

Yanez, Marilu, from Campus Supervision Assistant, 5.5 hrs to Campus Supervisor, 3 hrs, Rio Del Valle, effective 9/12/23

Classified Ratification of Employment:

Cabral, Angelia, Instructional Assitant, 5.25 hours, Rio Del Sol, effective 10/2/23

Desham, Pavani, Food Service Worker I, 2 hours, Rio Real, effective 10/9/23

Desham, Pavani, Food Service Worker I, 3 hours, Rio Del Mar, effective 10/9/23

Martinez, Kristopher, After School Program Site Coordinator, 5.5 hours, Rio Lindo, effective 9/11/23

Mendez, Rodolfo, Food Service Worker I, 3 hours, Rio Del Valle, effective 9/29/23

Classified Resignation:

Balderas, Cindy, Campus Supervision Assistant, 5.5 hours, Rio Del Valle, effective 9/29/23

10.5



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for September 1, 2023 through October 3, 2023.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,126,175.59
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period September 1, 2023 through October 3, 2023.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$3,126,175.59 which includes processing payments for all funds of the District in the following amounts for the period September 1, 2023 through October 3, 2023.

Fund 010	General Fund	\$2,516,631.76
Fund 130	Cafeteria Fund	\$206,235.59
Fund 212	Building Fund Measure L	\$325,174.36
Fund 251	Capital Facilities – Residential	\$20,975.53
Fund 252	Capital Facilities – Commercial	\$51,219.99
Fund 490	Capital Projects Fund for Blen	\$5,938.36
Less Unpaid Tax Liability		-0-
Total		\$3,126,175.59

[Check Register for September.pdf \(1,102 KB\)](#)

Administrative Content

Executive Content

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

Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
EFT-00000002	09/29/2023	Tax Deferred Services Corporate Office Suite 209	Cancelled		69.00 *
EFT-00000003	09/29/2023	Tax Deferred Services Corporate Office Suite 209	Cancelled		3.00 *
Cancel	2	72.00	Total Number of Checks	2	.00
5009051440	09/12/2023	Tax Deferred Services Corporate Office Suite 209	010-3901	20,000.00	
5009051422	09/12/2023	The Math Learning Center	010-4140	422.10	
5009051521	09/18/2023	J&C Books	010-4140	699.20	
5009051556	09/21/2023	HOUGHTON MIFFLIN COMPANY	010-4140	20,021.07	
5009051616	09/26/2023	The Math Learning Center	010-4140	5,774.13	
5009051632	09/26/2023	Savvas Learning Company	010-4140	17,068.53	
5009051386	09/06/2023	Zaner-Bloser Ed. Publishers	010-4200	5,065.41	
5009051425	09/12/2023	PERMA BOUND	010-4200	11,877.17	
5009051444	09/12/2023	Trisha DiFazio Consulting	010-4200	468.88	
5009051496	09/18/2023	AMAZON CAPITAL SERVICES	010-4200	147.30	
5009051565	09/21/2023	PERMA BOUND	010-4200	1,378.35	
5009051665	09/28/2023	AMAZON CAPITAL SERVICES	010-4200	1,941.76	
VCH090000178	09/15/2023	Rocha, Rebecca	010-4200	109.80	
5009051348	09/06/2023	AMAZON CAPITAL SERVICES	010-4300	20,115.10	
5009051350	09/06/2023	Aswell Trophy	010-4300	820.96	
5009051352	09/06/2023	Boot Barn	010-4300	436.01	
5009051356	09/06/2023	Decker Inc. School Fix	010-4300	125.65	
5009051368	09/06/2023	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	725.00	
5009051369	09/06/2023	ODP Business Solutions	010-4300	17,569.86	
5009051371	09/06/2023	Sam's Club Direct	010-4300	1,075.85	
5009051372	09/06/2023	SC FUELS	010-4300	2,285.11	
5009051373	09/06/2023	School Datebooks, Inc.	010-4300	116.34	
5009051374	09/06/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	2,176.42	
5009051375	09/06/2023	SCHOOL SPECIALTY, LLC	010-4300	5,479.95	
5009051376	09/06/2023	Smith Pipe & Supply	010-4300	523.42	
5009051377	09/06/2023	Southwest School & Office Supply	010-4300	603.91	
5009051381	09/06/2023	TFH (USA) LTD	010-4300	198.00	
5009051383	09/06/2023	Traffic Technologies, LLC	010-4300	431.54	
5009051387	09/12/2023	Mendez, Maria M	010-4300	18.00	
5009051392	09/12/2023	Aswell Trophy	010-4300	22,654.08	
5009051395	09/12/2023	C D W GOVERNMENT, INC.	010-4300	474.19	
5009051405	09/12/2023	EduParts, LLC	010-4300	982.98	
5009051408	09/12/2023	FERGUSON ENTERPRISES # 1350	010-4300	683.36	
5009051413	09/12/2023	Grainger	010-4300	1,305.51	
5009051414	09/12/2023	HOME DEPOT CREDIT SERVICES	010-4300	10,052.13	
5009051417	09/12/2023	Lakeshore Learning Materials	010-4300	16,468.81	
5009051418	09/12/2023	Lawson Products	010-4300	580.95	
5009051420	09/12/2023	Liberty Printing, Inc.	010-4300	273.13	
5009051421	09/12/2023	Mark It Place	010-4300	2,330.78	

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051423	09/12/2023	MONTGOMERY HARDWARE CO.	010-4300	33.87	
5009051426	09/12/2023	POSITIVE PROMOTIONS	010-4300	597.36	
5009051430	09/12/2023	SC FUELS	010-4300	710.71	
5009051431	09/12/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	3,851.56	
5009051461	09/14/2023	GOPHER SPORTS	010-4300	464.73	
5009051464	09/14/2023	JOHNSTONE SUPPLY	010-4300	135.52	
5009051466	09/14/2023	Lakeshore Learning Materials	010-4300	869.37	
5009051469	09/14/2023	Mark It Place	010-4300	756.11	
5009051473	09/14/2023	O'Reilly Auto Parts	010-4300	127.81	
5009051481	09/14/2023	SC FUELS	010-4300	2,130.16	
5009051484	09/14/2023	Smith Pipe & Supply	010-4300	51.89	
5009051490	09/14/2023	Traffic Technologies, LLC	010-4300	332.12	
5009051492	09/14/2023	US AIRCONDITIONING DIST.	010-4300	69.64	
5009051493	09/14/2023	Vail Dunlap & Associates	010-4300	2,855.36	
5009051496	09/18/2023	AMAZON CAPITAL SERVICES	010-4300	23,587.48	
5009051499	09/18/2023	Blick Art Materials	010-4300	32.51	
5009051508	09/18/2023	DE SOTO SALES	010-4300	90.14	
5009051516	09/18/2023	FERGUSON ENTERPRISES # 1350	010-4300	442.69	
5009051519	09/18/2023	Green Thumb Nursery	010-4300	412.42	
5009051525	09/18/2023	ODP Business Solutions	010-4300	20,986.64	
5009051527	09/18/2023	SCHOLASTIC	010-4300	3,807.90	
5009051528	09/18/2023	Southwest School & Office Supply	010-4300	261.78	
5009051531	09/18/2023	ULINE	010-4300	1,118.52	
5009051534	09/21/2023	Accurate Label Designs	010-4300	267.95	
5009051537	09/21/2023	AMAZON CAPITAL SERVICES	010-4300	11,080.96	
5009051540	09/21/2023	BARON INDUSTRIES	010-4300	197.06	
5009051543	09/21/2023	Center Glass Co	010-4300	427.00	
5009051544	09/21/2023	COOLE SCHOOL	010-4300	1,091.20	
5009051547	09/21/2023	DUNN EDWARDS	010-4300	30.00	
5009051551	09/21/2023	FERGUSON ENTERPRISES # 1350	010-4300	33.86	
5009051554	09/21/2023	Grainger	010-4300	296.79	
5009051563	09/21/2023	ODP Business Solutions	010-4300	4,230.72	
5009051566	09/21/2023	Proforma	010-4300	2,563.14	
5009051570	09/21/2023	SC FUELS	010-4300	3,502.16	
5009051573	09/21/2023	Southwest School & Office Supply	010-4300	1,824.40	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-4300	19,658.94	
5009051581	09/21/2023	Velocity Truck Center	010-4300	39.36	
5009051587	09/26/2023	Cruz, Camille A	010-4300	120.99	
5009051589	09/26/2023	Aswell Trophy	010-4300	249.83	
5009051591	09/26/2023	BARON INDUSTRIES	010-4300	2,910.49	
5009051602	09/26/2023	FERGUSON ENTERPRISES # 1350	010-4300	316.28	
5009051607	09/26/2023	GOPHER SPORTS	010-4300	587.39	
5009051608	09/26/2023	Grainger	010-4300	1,442.59	
5009051609	09/26/2023	Green Thumb Nursery	010-4300	310.10	
5009051612	09/26/2023	Kimochis	010-4300	1,968.06	

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051615	09/26/2023	Lawson Products	010-4300	5,505.83	
5009051618	09/26/2023	MAYAN HARDWOOD, INC.	010-4300	86.10	
5009051619	09/26/2023	MONTGOMERY HARDWARE CO.	010-4300	225.16	
5009051633	09/26/2023	SCHOLASTIC	010-4300	175.82	
5009051634	09/26/2023	SCHOLASTIC	010-4300	164.73	
5009051635	09/26/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	879.19	
5009051637	09/26/2023	Skechers USA Inc.	010-4300	2,333.32	
5009051639	09/26/2023	Southwest School & Office Supply	010-4300	2,763.03	
5009051650	09/26/2023	VC Metals Inc	010-4300	95.73	
5009051655	09/26/2023	VIRCO MFG.	010-4300	3,060.85	
5009051658	09/26/2023	Winsor Learning, Inc	010-4300	666.97	
5009051662	09/28/2023	Advance Auto Parts	010-4300	402.22	
5009051663	09/28/2023	Airgas	010-4300	752.73	
5009051665	09/28/2023	AMAZON CAPITAL SERVICES	010-4300	14,019.60	
5009051667	09/28/2023	Auto Tech	010-4300	426.32	
5009051668	09/28/2023	Bertrands Music (Pedersens)	010-4300	1,679.23	
5009051672	09/28/2023	FERGUSON ENTERPRISES # 1350	010-4300	206.02	
5009051673	09/28/2023	GIBBS INTERNATIONAL	010-4300	9,822.00	
5009051674	09/28/2023	GOPHER SPORTS	010-4300	2,307.07	
5009051683	09/28/2023	PARKHOUSE TIRE, INC.	010-4300	1,033.60	
5009051690	09/28/2023	Rubber Neck Signs	010-4300	477.97	
5009051691	09/28/2023	SC FUELS	010-4300	3,261.95	
5009051692	09/28/2023	Southwest School & Office Supply	010-4300	540.34	
VCH090000149	09/01/2023	Garcia, Lisette	010-4300	214.10	
VCH090000150	09/01/2023	Rauschenberger, Veronica	010-4300	136.05	
VCH090000152	09/01/2023	Hernandez, Maria M	010-4300	1,221.77	
VCH090000154	09/01/2023	Rocha, Rebecca	010-4300	178.30	
VCH090000166	09/01/2023	Juarez, Teodora I	010-4300	530.75	
VCH090000170	09/01/2023	King, Mary-Gail	010-4300	84.22	
VCH090000172	09/15/2023	Malette, Jeanine	010-4300	164.50	
VCH090000173	09/15/2023	Garcia, Lisette	010-4300	878.80	
VCH090000175	09/15/2023	Mendez, Adeline	010-4300	1,299.57	
VCH090000178	09/15/2023	Rocha, Rebecca	010-4300	46.99	
VCH090000179	09/15/2023	Fleming, Mary K	010-4300	160.88	
VCH090000182	09/15/2023	Romano, David R	010-4300	474.37	
VCH090000183	09/15/2023	Rugerio, Mari	010-4300	79.32	
VCH090000184	09/15/2023	Mendoza III, Ignacio	010-4300	192.24	
VCH090000185	09/15/2023	Malette, Jeanine	010-4300	1,300.22	
VCH090000186	09/15/2023	Galvan, Yanixsa M	010-4300	298.63	
VCH090000187	09/15/2023	Emery, Ryan	010-4300	627.51	
VCH090000188	09/15/2023	Alfaro, Annette	010-4300	296.00	
VCH090000189	09/15/2023	Hudson, Leslie	010-4300	463.33	
VCH090000191	09/15/2023	Juarez, Teodora I	010-4300	512.74	
VCH090000193	09/15/2023	Vazquez, Candy	010-4300	282.81	
VCH090000194	09/15/2023	Araiza, Alisa	010-4300	41.69	
VCH090000197	09/29/2023	Pimentel, Leslie T	010-4300	1,250.91	

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
VCH090000204	09/29/2023	Del Rio, Geovanna	010-4300	137.91	
VCH090000206	09/29/2023	Hudson, Leslie	010-4300	1,692.03	
5009051362	09/06/2023	House Sanitary Supply	010-4325	565.18	
5009051415	09/12/2023	House Sanitary Supply	010-4325	2,394.53	
5009051463	09/14/2023	House Sanitary Supply	010-4325	550.57	
5009051520	09/18/2023	House Sanitary Supply	010-4325	2,528.86	
5009051573	09/21/2023	Southwest School & Office Supply	010-4325	132.00-	
5009051610	09/26/2023	House Sanitary Supply	010-4325	90.82	
5009051423	09/12/2023	MONTGOMERY HARDWARE CO.	010-4335	37.82	
5009051619	09/26/2023	MONTGOMERY HARDWARE CO.	010-4335	251.44	
5009051650	09/26/2023	VC Metals Inc	010-4335	17.41	
5009051360	09/06/2023	Ewing Irrigation Products Inc	010-4360	577.45	
5009051372	09/06/2023	SC FUELS	010-4360	344.14	
5009051376	09/06/2023	Smith Pipe & Supply	010-4360	2,493.63	
5009051385	09/06/2023	YAMA LAWNMOWER REPAIR	010-4360	418.64	
5009051414	09/12/2023	HOME DEPOT CREDIT SERVICES	010-4360	5,576.17	
5009051430	09/12/2023	SC FUELS	010-4360	107.03	
5009051462	09/14/2023	Green Thumb Nursery	010-4360	821.58	
5009051481	09/14/2023	SC FUELS	010-4360	320.81	
5009051484	09/14/2023	Smith Pipe & Supply	010-4360	247.22	
5009051513	09/18/2023	Ewing Irrigation Products Inc	010-4360	520.48	
5009051555	09/21/2023	Green Thumb Nursery	010-4360	401.15	
5009051570	09/21/2023	SC FUELS	010-4360	527.43	
5009051622	09/26/2023	Pacific Equipment	010-4360	359.66	
5009051659	09/26/2023	YAMA LAWNMOWER REPAIR	010-4360	1,986.80	
5009051671	09/28/2023	Ewing Irrigation Products Inc	010-4360	217.90	
5009051691	09/28/2023	SC FUELS	010-4360	491.26	
5009051348	09/06/2023	AMAZON CAPITAL SERVICES	010-4400	3,498.69	
5009051391	09/12/2023	Apple Inc.	010-4400	327.42	
5009051393	09/12/2023	J. Sweigart Inc. BDJtech	010-4400	24,999.00	
5009051395	09/12/2023	C D W GOVERNMENT, INC.	010-4400	1,471.10	
5009051417	09/12/2023	Lakeshore Learning Materials	010-4400	16,972.38	
5009051496	09/18/2023	AMAZON CAPITAL SERVICES	010-4400	8,826.58	
5009051537	09/21/2023	AMAZON CAPITAL SERVICES	010-4400	655.49	
5009051580	09/21/2023	USI Education & Government Sales	010-4400	1,965.41	
5009051600	09/26/2023	Concepts	010-4400	1,077.48	
5009051655	09/26/2023	VIRCO MFG.	010-4400	808.99	
5009051668	09/28/2023	Bertrands Music (Pedersens)	010-4400	1,050.00	
5009051390	09/12/2023	APA Speech Therapy Inc.	010-5100	28,623.83	
5009051588	09/26/2023	APA Speech Therapy Inc.	010-5100	10,399.66	
5009051647	09/26/2023	Therapy Travelers LLC	010-5100	4,220.33	
5009051649	09/26/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	363.97	
5009051660	09/28/2023	360 Degree Customer Inc.	010-5100	32,727.47	
5009051666	09/28/2023	APA Speech Therapy Inc.	010-5100	10,399.66	
5009051684	09/28/2023	Pioneer Healthcare Services	010-5100	19,397.75	
5009051695	09/28/2023	Therapy Travelers LLC	010-5100	2,637.70	

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051388	09/12/2023	Hernandez, Ana G	010-5200	69.70	
5009051433	09/12/2023	Sobrato Early Academic Language Program	010-5200	33,334.00	
5009051435	09/12/2023	School Services Of California	010-5200	125.00	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-5200	18,264.66	
5009051586	09/26/2023	Towner, Stephanie R	010-5200	779.01	
5009051593	09/26/2023	California Lutheran University CRLP	010-5200	7,200.00	
5009051595	09/26/2023	CALIFORNIA READING ASSOC.	010-5200	5,000.00	
5009051624	09/26/2023	ParentSquare Inc.	010-5200	699.00	
5009051640	09/26/2023	School Services Of California	010-5200	275.00	
5009051651	09/26/2023	VENTURA COUNTY SCHOOL BOARD	010-5200	125.00	
VCH090000147	09/01/2023	Vasquez, Andre' J	010-5200	553.73	
VCH090000148	09/01/2023	Jester, Janelle	010-5200	393.48	
VCH090000151	09/01/2023	Chavez, Mireya N	010-5200	330.39	
VCH090000152	09/01/2023	Hernandez, Maria M	010-5200	340.56	
VCH090000153	09/01/2023	Mendez, Adeline	010-5200	900.59	
VCH090000156	09/01/2023	Gibson, Brian D	010-5200	700.42	
VCH090000157	09/01/2023	Clayton Bennett, Elizabeth C	010-5200	485.11	
VCH090000158	09/01/2023	Bacon, Lorene G	010-5200	150.00	
VCH090000159	09/01/2023	Hernandez, Oscar G	010-5200	341.94	
VCH090000160	09/01/2023	Bair, Erika	010-5200	175.00	
VCH090000162	09/01/2023	Gustafsson, Sonja	010-5200	560.94	
VCH090000163	09/01/2023	Macias, Melissa	010-5200	175.00	
VCH090000164	09/01/2023	Hudson, Jeffery	010-5200	334.60	
VCH090000167	09/01/2023	Ferrer, Patricia G	010-5200	503.68	
VCH090000168	09/01/2023	Magana, Ana	010-5200	54.37	
VCH090000169	09/01/2023	Perez, Javier	010-5200	305.17	
VCH090000174	09/15/2023	Oropeza, Michelle	010-5200	140.00	
VCH090000176	09/15/2023	Escobar, Hugo M	010-5200	36.68	
VCH090000177	09/15/2023	Gibson, Amber	010-5200	133.23	
VCH090000180	09/15/2023	Aguilar, Mayra	010-5200	175.00	
VCH090000190	09/15/2023	Magana, Carlos S	010-5200	41.92	
VCH090000192	09/15/2023	Perez, Paige	010-5200	343.83	
VCH090000198	09/29/2023	Lewis-Abriol, Marcy A	010-5200	576.83	
VCH090000199	09/29/2023	Escobar, Hugo M	010-5200	15.72	
VCH090000200	09/29/2023	Guynn, Robert J	010-5200	75.00	
VCH090000201	09/29/2023	Rugerio, Mari	010-5200	265.34	
VCH090000202	09/29/2023	Smith, Amy	010-5200	125.00	
VCH090000203	09/29/2023	Barragan, Veronica	010-5200	219.63	
VCH090000205	09/29/2023	Lopez-Castellanos, Arianna	010-5200	125.00	
VCH090000207	09/29/2023	Magana, Carlos S	010-5200	15.72	
VCH090000208	09/29/2023	Rios, Guadalupe V	010-5200	225.38	
VCH090000209	09/29/2023	Rebollar, Melissa A	010-5200	290.89	
5009051574	09/21/2023	School Services Of California	010-5300	195.00	

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5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-5300	131.87	
5009051661	09/28/2023	ACSA Attn: Financial Svcs	010-5300	23,176.15	
5009051681	09/28/2023	NASP	010-5300	230.00	
5009051524	09/18/2023	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009051359	09/06/2023	SOUTHERN CALIF. EDISON	010-5520	13,788.72	
5009051404	09/12/2023	SOUTHERN CALIF. EDISON	010-5520	25,286.62	
5009051457	09/14/2023	SOUTHERN CALIF. EDISON	010-5520	9,309.17	
5009051511	09/18/2023	SOUTHERN CALIF. EDISON	010-5520	11,988.07	
5009051549	09/21/2023	SOUTHERN CALIF. EDISON	010-5520	35,264.68	
5009051564	09/21/2023	Oxnard Union High School Distr ict	010-5520	12,020.91	
5009051412	09/12/2023	THE GAS COMPANY	010-5530	240.51	
5009051605	09/26/2023	THE GAS COMPANY	010-5530	1,298.99	
5009051394	09/12/2023	California American Water	010-5540	4,567.40	
5009051399	09/12/2023	CITY OF OXNARD	010-5540	28,849.31	
5009051445	09/12/2023	UNITED WATER CONSERVATION DIST	010-5540	2,800.40	
5009051501	09/18/2023	CULLIGAN WATER	010-5540	43.00	
5009051502	09/18/2023	CULLIGAN WATER	010-5540	29.75	
5009051503	09/18/2023	CULLIGAN WATER	010-5540	26.50	
5009051504	09/18/2023	CULLIGAN WATER	010-5540	43.00	
5009051505	09/18/2023	CULLIGAN WATER	010-5540	68.00	
5009051506	09/18/2023	CULLIGAN WATER	010-5540	107.00	
5009051507	09/18/2023	CULLIGAN WATER	010-5540	78.50	
5009051539	09/21/2023	APPLIED BACKFLOW TECHNOLOGIES	010-5540	330.00	
5009051403	09/12/2023	E J Harrison & Sons	010-5560	850.24	
5009051548	09/21/2023	E J Harrison & Sons	010-5560	12,285.36	
5009051357	09/06/2023	City Of Oxnard-City Treasurer	010-5561	28.91	
5009051389	09/12/2023	JOHN HUNTER AFFORDABLE TABLES & CHAIRS	010-5600	3,300.00	
5009051401	09/12/2023	De Lage Landen Financial Servi ces, Inc.	010-5600	216.82	
5009051571	09/21/2023	Security Self Storage	010-5600	489.80	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-5600	4,867.07	
5009051380	09/06/2023	TENNANT SALES AND SERVICE CO.	010-5610	1,749.83	
5009051385	09/06/2023	YAMA LAWNMOWER REPAIR	010-5610	138.45	
5009051448	09/14/2023	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	010-5610	1,480.00	
5009051468	09/14/2023	M/M Mechanical Inc.	010-5610	914.94	
5009051538	09/21/2023	AMERICAN BUILDING COMFORT	010-5610	4,416.91	
5009051564	09/21/2023	Oxnard Union High School Distr ict	010-5610	1,766.17	
5009051638	09/26/2023	Sonitrol	010-5610	41.00	
5009051673	09/28/2023	GIBBS INTERNATIONAL	010-5610	1,150.25	
5009051675	09/28/2023	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009051676	09/28/2023	Howards Rug Co. of Ventura	010-5610	5,782.00	

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051694	09/28/2023	TELCOM, INC	010-5610	2,474.51	
5009051365	09/06/2023	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	3,216.46	
5009051366	09/06/2023	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009051542	09/21/2023	Canon Financial Services, Inc	010-5612	5,655.77	
5009051685	09/28/2023	PRINTECH	010-5612	12,875.00	
5009051668	09/28/2023	Bertrands Music (Pedersens)	010-5613	2,148.37	
5009051363	09/06/2023	Integrated Fire and Safety	010-5620	226.37	
5009051452	09/14/2023	Ron Obrien dba Bee Specialist	010-5620	250.00	
5009051581	09/21/2023	Velocity Truck Center	010-5620	112.09	
5009051592	09/26/2023	Ron Obrien dba Bee Specialist	010-5620	250.00	
5009051594	09/26/2023	Matthew Caudillo CA Transp Solutions	010-5620	4,850.00	
5009051629	09/26/2023	SCHINDLER ELEVATOR CORPORATION	010-5620	1,287.98	
5009051515	09/18/2023	Fence Factory Rentals	010-5630	98.33	
5009051578	09/21/2023	United Site Services	010-5630	4,146.36	
5009051349	09/06/2023	Amplified IT LLC	010-5800	2,081.81	
5009051351	09/06/2023	J. Sweigart Inc. BDJtech	010-5800	294.00	
5009051354	09/06/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	240.00	
5009051358	09/06/2023	EdClub Inc.	010-5800	146.40	
5009051363	09/06/2023	Integrated Fire and Safety	010-5800	4,233.52	
5009051364	09/06/2023	Jeff Joiner Training, LLC	010-5800	5,000.00	
5009051367	09/06/2023	Nee Quaison Sackey	010-5800	2,660.00	
5009051390	09/12/2023	APA Speech Therapy Inc.	010-5800	1,721.17	
5009051396	09/12/2023	The Center for Effective Philanthropy, Inc.	010-5800	5,000.00	
5009051397	09/12/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009051398	09/12/2023	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009051406	09/12/2023	eSpark Learning	010-5800	20,930.00	
5009051409	09/12/2023	FOLLETT SCHOOL SOLUTIONS, INC.	010-5800	20,850.78	
5009051410	09/12/2023	Franklin Covey	010-5800	4,039.70	
5009051419	09/12/2023	Lindsey Gold Leap4Fun	010-5800	780.00	
5009051429	09/12/2023	Rio School District	010-5800	79.99	
5009051432	09/12/2023	TREBRON COMPANY, INC	010-5800	115,250.00	
5009051436	09/12/2023	Stephanie Rae Towner	010-5800	11,991.00	
5009051437	09/12/2023	Stone Fire Grill	010-5800	8,756.72	
5009051438	09/12/2023	Steve Sunnarborg	010-5800	2,966.19	
5009051441	09/12/2023	Teacher Synergy, LLC	010-5800	1,125.00	
5009051444	09/12/2023	Trisha DiFazio Consulting	010-5800	10,000.00	
5009051449	09/14/2023	Abundance Internet Inc.	010-5800	1,900.00	
5009051453	09/14/2023	Carlos Dimas	010-5800	400.00	
5009051455	09/14/2023	Core Environmental Solutions	010-5800	3,500.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051460	09/14/2023	Luis Gerardo Guillen	010-5800	300.00	
5009051470	09/14/2023	Most Excellent Enterprises	010-5800	420.00	
5009051472	09/14/2023	Nee Quaison Sackey	010-5800	2,240.00	
5009051475	09/14/2023	PARADIGM HEALTHCARE SERVICES	010-5800	1,936.62	
5009051476	09/14/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	600.00	
5009051480	09/14/2023	Rodolfo Sandoval	010-5800	520.00	
5009051482	09/14/2023	SCRIPPS NATIONAL SPELLING BEE	010-5800	169.50	
5009051483	09/14/2023	SCRIPPS NATIONAL SPELLING BEE	010-5800	169.50	
5009051485	09/14/2023	Spiral Binding	010-5800	1,208.00	
5009051487	09/14/2023	T-Mobile	010-5800	348.84	
5009051498	09/18/2023	Bertrands Music (Pedersens)	010-5800	85.00	
5009051500	09/18/2023	Cooperative Strategies LLC	010-5800	1,500.00	
5009051512	09/18/2023	Employment Dev Dept	010-5800	533.12	
5009051517	09/18/2023	FGL Environmental	010-5800	67.00	
5009051522	09/18/2023	John Tracy Center	010-5800	192.94	
5009051526	09/18/2023	Platinum tow & Transport	010-5800	375.00	
5009051533	09/18/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,193.00	
5009051535	09/21/2023	Alegra Learning, Inc.	010-5800	13,250.00	
5009051536	09/21/2023	All Languages Interpreting	010-5800	700.00	
5009051541	09/21/2023	BRAINPOP LLC	010-5800	5,376.25	
5009051550	09/21/2023	Explore Learning	010-5800	3,295.00	
5009051552	09/21/2023	FGL Environmental	010-5800	1,003.00	
5009051557	09/21/2023	Kelly Cleaning Supplies	010-5800	1,320.00	
5009051560	09/21/2023	Live Scan Ventura	010-5800	416.00	
5009051561	09/21/2023	Most Excellent Enterprises	010-5800	1,050.00	
5009051562	09/21/2023	Nee Quaison Sackey	010-5800	2,800.00	
5009051564	09/21/2023	Oxnard Union High School Distr ict	010-5800	59.63	
5009051569	09/21/2023	SAN DIEGO COUNTY SUPT. OF SCHOOLS	010-5800	250.00	
5009051572	09/21/2023	TREBRON COMPANY, INC	010-5800	1,000.00	
5009051575	09/21/2023	Steve Sunnarborg	010-5800	2,340.51	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-5800	8,368.67	
5009051580	09/21/2023	USI Education & Government Sales	010-5800	654.41	
5009051584	09/21/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	625.00	
5009051585	09/21/2023	Wishtoyo Foundation	010-5800	8,400.00	
5009051588	09/26/2023	APA Speech Therapy Inc.	010-5800	625.34	
5009051596	09/26/2023	Carlos Dimas	010-5800	700.00	
5009051597	09/26/2023	Carnitas El Brother Inc.	010-5800	394.22	
5009051599	09/26/2023	C D W GOVERNMENT, INC.	010-5800	706.59	
5009051606	09/26/2023	Luis Gerardo Guillen	010-5800	200.00	
5009051617	09/26/2023	Maxim Healthcare Staffing	010-5800	4,075.20	
5009051620	09/26/2023	Most Excellent Enterprises	010-5800	1,680.00	
5009051621	09/26/2023	OC Tech Innovations Corp	010-5800	960.00	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051623	09/26/2023	PARADIGM HEALTHCARE SERVICES	010-5800	366.58	
5009051625	09/26/2023	Platinum tow & Transport	010-5800	525.00	
5009051626	09/26/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	10,815.00	
5009051628	09/26/2023	Ray DeLaurentis, Inc.	010-5800	910.00	
5009051631	09/26/2023	Salus Campus Solutions	010-5800	3,400.00	
5009051636	09/26/2023	SERVICE PRO-FIRE PROTECTION	010-5800	8,650.00	
5009051638	09/26/2023	Sonitrol	010-5800	164.01	
5009051643	09/26/2023	Steve Sunnarborg	010-5800	1,470.00	
5009051645	09/26/2023	TAFT ELECTRIC	010-5800	8,252.48	
5009051647	09/26/2023	Therapy Travelers LLC	010-5800	819.67	
5009051648	09/26/2023	Lapin Yliopisto Univ. of Lapland	010-5800	30,000.00	
5009051649	09/26/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,011.03	
5009051660	09/28/2023	360 Degree Customer Inc.	010-5800	1,667.73	
5009051664	09/28/2023	Amanda Lynn Krogh	010-5800	2,310.00	
5009051666	09/28/2023	APA Speech Therapy Inc.	010-5800	625.34	
5009051668	09/28/2023	Bertrands Music (Pedersens)	010-5800	2,169.82	
5009051669	09/28/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	225.00	
5009051677	09/28/2023	Isom Advisors a Division of Urban Futures Inc	010-5800	7,000.00	
5009051679	09/28/2023	Maxim Healthcare Staffing	010-5800	1,500.00	
5009051680	09/28/2023	Lisa Kelly dba Murals by Lisa Kelly	010-5800	2,640.00	
5009051682	09/28/2023	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5800	115.00	
5009051684	09/28/2023	Pioneer Healthcare Services	010-5800	2,494.75	
5009051686	09/28/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	10,526.81	
5009051687	09/28/2023	Professional Tutors of America	010-5800	405.00	
5009051689	09/28/2023	Ralph D' Oliveira	010-5800	1,200.00	
5009051695	09/28/2023	Therapy Travelers LLC	010-5800	512.30	
5009051696	09/28/2023	Ventura County Office of Education Business	010-5800	9,103.00	
5009051697	09/28/2023	Dr. Elizabeth Yeager	010-5800	4,331.75	
5009051750	10/02/2023	OC Tech Innovations Corp	010-5800	960.00	
VCH090000181	09/15/2023	Ramirez, Alfredo G	010-5800	31.94	
VCH090000195	09/15/2023	Johnson, Erika F	010-5800	19.98	
5009051590	09/26/2023	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	6,435.00	
5009051642	09/26/2023	Yarjianian & Associates Profession Corporation	010-5802	5,000.00	
5009051458	09/14/2023	Eide Bailly LLP	010-5803	3,200.00	
5009051560	09/21/2023	Live Scan Ventura	010-5804	52.00	
5009051361	09/06/2023	Frontier Communications	010-5900	378.76	
5009051407	09/12/2023	FEDEX	010-5900	14.74	
5009051411	09/12/2023	Frontier Communications	010-5900	59.99	
5009051459	09/14/2023	Frontier Communications	010-5900	174.92	

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5009051497	09/18/2023	AT&T	010-5900	2,590.90	
5009051514	09/18/2023	FEDEX	010-5900	31.24	
5009051518	09/18/2023	Frontier Communications	010-5900	57.95	
5009051553	09/21/2023	Frontier Communications	010-5900	270.00	
5009051604	09/26/2023	Frontier Communications	010-5900	121.94	
5009051657	09/26/2023	Windstream	010-5900	8,263.09	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	010-5910	113.30	
5009051494	09/14/2023	VERIZON WIRELESS	010-5920	320.22	
5009051582	09/21/2023	Venco Western	010-6102	26,685.04	
5009051603	09/26/2023	Finish Line Paving	010-6102	40,550.00	
5009051645	09/26/2023	TAFT ELECTRIC	010-6202	22,325.00	
5009051353	09/06/2023	Clay Planet	010-6400	6,204.98	
5009051529	09/18/2023	TAFT ELECTRIC	010-8699	664.01	
5009051678	09/28/2023	The Math Learning Center	010-8699	661.54	
5009051348	09/06/2023	AMAZON CAPITAL SERVICES	010-9510	51.32	
5009051496	09/18/2023	AMAZON CAPITAL SERVICES	010-9510	610.86	
5009051532	09/18/2023	Ventura County Behavioral Health Department	010-9510	37,328.12	
5009051573	09/21/2023	Southwest School & Office Supply	010-9510	882.35	
5009051652	09/26/2023	Ventura County Office of Education Business	010-9510	19,885.00	
5009051690	09/28/2023	Rubber Neck Signs	010-9510	477.97	
5009051424	09/12/2023	United of Omaha Life Ins. Co.	010-9534	781.08	
VCH090000196	09/15/2023	SISC FINANCE	010-9534	738,985.95	
5009051379	09/06/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	3.00	
5009051693	09/28/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	93,963.23	
5009051764	10/02/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	72.00	
VCH090000171	09/01/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	6,670.00	
5009051355	09/06/2023	David Herman Siebler	010-9540	1,648.34	
5009051698	10/02/2023	Gilbert Acosta	010-9540	2,619.00	
5009051699	10/02/2023	Maria Acosta	010-9540	2,619.00	
5009051700	10/02/2023	Marylou Almilli	010-9540	2,659.89	
5009051701	10/02/2023	SALLY ALVARADO	010-9540	2,619.00	
5009051702	10/02/2023	BARBARA ALVIDREZ	010-9540	2,619.00	
5009051703	10/02/2023	Maria Angeles	010-9540	2,619.00	
5009051704	10/02/2023	Anthony Urban	010-9540	2,619.00	
5009051705	10/02/2023	REBECCA BARBETTI	010-9540	2,659.89	
5009051706	10/02/2023	Sharon Bellman	010-9540	2,659.89	
5009051707	10/02/2023	Maria Benitez	010-9540	2,619.00	
5009051708	10/02/2023	Belinda Betancourt	010-9540	2,619.00	
5009051709	10/02/2023	Julie Burchmore	010-9540	2,659.89	
5009051710	10/02/2023	Melinda Carrillo	010-9540	2,659.89	

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5009051711	10/02/2023	Carmen Carrillo	010-9540	2,619.00	
5009051712	10/02/2023	Jonathan Castillo	010-9540	2,619.00	
5009051713	10/02/2023	GAYLE COLEMAN	010-9540	2,659.89	
5009051714	10/02/2023	Teresa Blanche Contreras	010-9540	2,619.00	
5009051715	10/02/2023	John Cort	010-9540	2,659.89	
5009051716	10/02/2023	Aria B Crane	010-9540	2,659.89	
5009051717	10/02/2023	Kathleen Crowe	010-9540	2,659.89	
5009051718	10/02/2023	David Herman Siebler	010-9540	2,659.89	
5009051719	10/02/2023	David Davidson	010-9540	2,659.89	
5009051720	10/02/2023	Doug Norvell	010-9540	2,619.00	
5009051721	10/02/2023	Joanne Espinoza-Law	010-9540	2,659.89	
5009051722	10/02/2023	Catherine Espinoza	010-9540	2,619.00	
5009051723	10/02/2023	Carolee Feltch	010-9540	2,619.00	
5009051724	10/02/2023	Jeanne Foster	010-9540	2,619.00	
5009051725	10/02/2023	KATHLEEN FRANKLIN	010-9540	2,659.89	
5009051726	10/02/2023	Susanne Frank	010-9540	2,659.89	
5009051727	10/02/2023	Ruth Fraser	010-9540	2,659.89	
5009051728	10/02/2023	JARREL FULLER	010-9540	2,659.89	
5009051729	10/02/2023	Claudene Garmon	010-9540	2,659.89	
5009051730	10/02/2023	Gena L. Mathwin	010-9540	2,659.89	
5009051731	10/02/2023	Geoff Godfrey	010-9540	2,659.89	
5009051732	10/02/2023	Maria L. Godinez	010-9540	2,659.89	
5009051733	10/02/2023	Helene Gollub	010-9540	2,659.89	
5009051734	10/02/2023	CAROLYN GRACE	010-9540	2,659.89	
5009051735	10/02/2023	Susan Hamada	010-9540	2,659.89	
5009051736	10/02/2023	Milton R. Harrion	010-9540	2,659.89	
5009051737	10/02/2023	HARRY BARNACK	010-9540	2,619.00	
5009051738	10/02/2023	Harold Kennedy	010-9540	2,659.89	
5009051739	10/02/2023	Jo Ann Kennedy	010-9540	2,659.89	
5009051740	10/02/2023	LAURA KRALL	010-9540	2,659.89	
5009051741	10/02/2023	Meredith Kruger	010-9540	2,659.89	
5009051742	10/02/2023	Christina Leonard	010-9540	2,619.00	
5009051743	10/02/2023	BEN LUCE	010-9540	2,659.89	
5009051744	10/02/2023	Marcia Marino	010-9540	2,659.89	
5009051745	10/02/2023	Joan Mayeda	010-9540	2,659.89	
5009051746	10/02/2023	APRIL MCCARTHY	010-9540	2,659.89	
5009051747	10/02/2023	Shirley McCafferty	010-9540	2,659.89	
5009051748	10/02/2023	Gail Nakamura-Meagher	010-9540	2,659.89	
5009051749	10/02/2023	Virginia Nedelev	010-9540	2,659.89	
5009051751	10/02/2023	Debbie Orosco	010-9540	2,659.89	
5009051752	10/02/2023	Phil Otero	010-9540	2,659.89	
5009051753	10/02/2023	RUDY PALAZUELOS	010-9540	2,619.00	
5009051754	10/02/2023	Pattis R. Thompson	010-9540	2,659.89	
5009051755	10/02/2023	YVONNE RAILEY	010-9540	2,659.89	
5009051756	10/02/2023	Jose Rodriguez	010-9540	2,619.00	
5009051757	10/02/2023	SALLIE SANCHEZ	010-9540	2,659.89	

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5009051758	10/02/2023	Linda Shaffer	010-9540	2,659.89	
5009051759	10/02/2023	Andrea Shaub	010-9540	2,659.89	
5009051760	10/02/2023	LYNN SILVIERA	010-9540	2,619.00	
5009051761	10/02/2023	CAROL SPRACKLEN	010-9540	2,659.89	
5009051762	10/02/2023	BEVERLY STARK	010-9540	2,659.89	
5009051763	10/02/2023	Eleanor Syrett	010-9540	2,659.89	
5009051765	10/02/2023	Gwen Thomas	010-9540	2,659.89	
5009051766	10/02/2023	HELEN TORRES	010-9540	2,619.00	
5009051767	10/02/2023	Jayne Tucker	010-9540	2,659.89	
5009051768	10/02/2023	Christina Valdivia	010-9540	2,619.00	
5009051769	10/02/2023	Lenora Weinerth	010-9540	2,659.89	
5009051770	10/02/2023	Sharlene Wilson	010-9540	2,659.89	
Total Number of Checks			424	2,516,631.76	
5009051369	09/06/2023	ODP Business Solutions	130-4300	229.31	
5009051371	09/06/2023	Sam's Club Direct	130-4300	505.76	
5009051414	09/12/2023	HOME DEPOT CREDIT SERVICES	130-4300	263.42	
5009051496	09/18/2023	AMAZON CAPITAL SERVICES	130-4300	376.16	
5009051525	09/18/2023	ODP Business Solutions	130-4300	63.91	
5009051563	09/21/2023	ODP Business Solutions	130-4300	160.23	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	130-4300	9,072.09	
5009051641	09/26/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	419.85	
5009051665	09/28/2023	AMAZON CAPITAL SERVICES	130-4300	435.76	
5009051378	09/06/2023	SYSCO VENTURA, INC.	130-4710	2,810.29	
5009051382	09/06/2023	THE BERRY MAN, INC.	130-4710	1,078.20	
5009051402	09/12/2023	Driftwood Dairy, Inc.	130-4710	3,757.19	
5009051439	09/12/2023	SYSCO VENTURA, INC.	130-4710	19,511.32	
5009051443	09/12/2023	THE BERRY MAN, INC.	130-4710	8,996.91	
5009051456	09/14/2023	Driftwood Dairy, Inc.	130-4710	4,256.48	
5009051465	09/14/2023	La Central Bakery	130-4710	2,857.90	
5009051467	09/14/2023	Laubacher Farms, inc	130-4710	1,477.00	
5009051478	09/14/2023	Tri County Bread Service	130-4710	847.13	
5009051479	09/14/2023	Ramiro Avina	130-4710	1,014.00	
5009051486	09/14/2023	SYSCO VENTURA, INC.	130-4710	49,062.93	
5009051489	09/14/2023	THE BERRY MAN, INC.	130-4710	10,806.90	
5009051491	09/14/2023	Underwood Family Farms	130-4710	444.00	
5009051495	09/14/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	702.10	
5009051509	09/18/2023	Driftwood Dairy, Inc.	130-4710	3,754.52	
5009051523	09/18/2023	Laubacher Farms, inc	130-4710	587.50	
5009051530	09/18/2023	THE BERRY MAN, INC.	130-4710	4,796.15	
5009051546	09/21/2023	Driftwood Dairy, Inc.	130-4710	5,090.38	
5009051558	09/21/2023	La Central Bakery	130-4710	82.90	
5009051559	09/21/2023	Laubacher Farms, inc	130-4710	499.00	

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

ESCAPE ONLINE

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009051568	09/21/2023	Tri County Bread Service	130-4710	846.06	
5009051576	09/21/2023	SYSCO VENTURA, INC.	130-4710	27,913.57	
5009051577	09/21/2023	THE BERRY MAN, INC.	130-4710	6,801.08	
5009051583	09/21/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	4,377.80	
5009051601	09/26/2023	Driftwood Dairy, Inc.	130-4710	1,569.52	
5009051613	09/26/2023	La Central Bakery	130-4710	79.20	
5009051614	09/26/2023	Laubacher Farms, inc	130-4710	212.00	
5009051627	09/26/2023	Tri County Bread Service	130-4710	45.73	
5009051644	09/26/2023	SYSCO VENTURA, INC.	130-4710	15,668.18	
5009051646	09/26/2023	THE BERRY MAN, INC.	130-4710	2,360.35	
5009051656	09/26/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	536.90	
VCH090000155	09/01/2023	Sanchez, Bellinda	130-5200	79.00	
VCH090000161	09/01/2023	Alvarado, Janet	130-5200	57.05	
VCH090000165	09/01/2023	Mora, Lorena	130-5200	26.66	
5009051370	09/06/2023	Puretec Industrial Water	130-5600	266.02	
5009051427	09/12/2023	Puretec Industrial Water	130-5600	104.98	
5009051477	09/14/2023	Puretec Industrial Water	130-5600	266.02	
5009051567	09/21/2023	Puretec Industrial Water	130-5600	266.02	
5009051688	09/28/2023	Puretec Industrial Water	130-5600	266.02	
5009051400	09/12/2023	Environmental Health Division	130-5800	693.00	
5009051428	09/12/2023	Restaurant Success Center	130-5800	1,390.00	
5009051545	09/21/2023	Environmental Health Division	130-5800	693.00	
5009051560	09/21/2023	Live Scan Ventura	130-5800	156.00	
5009051653	09/26/2023	Ventura County Star	130-5800	737.24	
5009051669	09/28/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	130-5800	75.00	
5009051497	09/18/2023	AT&T	130-5900	20.10	
5009051579	09/21/2023	U.S. Bank Corporate Payment Systems	130-9320	5,057.70	
5009051598	09/26/2023	CDE/CASHIER'S OFFICE	130-9320	1,712.10	
Total Number of Checks			56	206,235.59	
5009051384	09/06/2023	VENTURA REFRIGERATION SALES & SERVICE	212-5800	1,452.94	
5009051454	09/14/2023	Colbi Technologies, Inc	212-5800	3,565.00	
5009051654	09/26/2023	VENTURA REFRIGERATION SALES & SERVICE	212-5800	1,309.86	
5009051611	09/26/2023	KBZ Architects	212-6101	4,900.00	
5009051446	09/12/2023	Venco Western	212-6102	21,920.00	
5009051471	09/14/2023	N/V/5 West, Inc.	212-6135	7,693.00	
5009051450	09/14/2023	Ardalan construction co.	212-6202	233,102.56	
5009051611	09/26/2023	KBZ Architects	212-6219	13,235.00	
5009051416	09/12/2023	KENCO CONSTRUCTION SERVICES	212-6245	6,720.00	
5009051451	09/14/2023	BALFOUR BEATTY CONSTRUCTION	212-6272	31,276.00	

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

ESCAPE ONLINE

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Checks Dated 09/01/2023 through 10/03/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
Total Number of Checks			9	325,174.36	
5009051434	09/12/2023	Sonitrol	251-5800	16,975.53	
5009051630	09/26/2023	Sage Realty Group	251-5800	4,000.00	
Total Number of Checks			2	20,975.53	
5009051447	09/12/2023	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009051474	09/14/2023	OXNARD ELEM SCHOOL DISTRICT	252-5600	7,500.00	
5009051442	09/12/2023	Tetra Tech Divisions	252-5800	6,600.00	
			252-6235	16,520.00	
5009051670	09/28/2023	Department of Toxic Substances	252-6235	7,999.99	
Total Number of Checks			4	51,219.99	
5009051510	09/18/2023	DTA	490-5800	1,188.36	
5009051488	09/14/2023	TAFT ELECTRIC	490-9510	4,750.00	
Total Number of Checks			2	5,938.36	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	424	2,516,631.76
130	Cafeteria Fund	56	206,235.59
212	Building Fund Measure L	9	325,174.36
251	CAPITAL FACILITIES - RESIDENTI	2	20,975.53
252	CAPITAL FACILITIES COMMERCIAL	4	51,219.99
490	Capital Projects Fund for Blen	2	5,938.36
Total Number of Checks		486	3,126,175.59
Less Unpaid Tax Liability			.00
Net (Check Amount)			3,126,175.59

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

10.6





Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the quarterly report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

There were no complaints filed regarding instructional materials, facilities or teacher vacancy and misassignments during July 1, 2023 through September 30, 2023.

[Williams quarterly report for October 202310062023170705.pdf \(264 KB\)](#)

Administrative Content

Executive Content

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

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2023-24



VENTURA COUNTY
OFFICE OF EDUCATION
 Dr. César Morales, County Superintendent of Schools

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

Quarterly Report Submission Date: (please check one)

October 31, 2023 (7/1 to 9/30)
 January 31, 2024 (10/1 to 12/31)
 April 30, 2024 (1/1 to 3/31)
 July 31, 2024 (4/1 to 6/30)

Date information will be reported publicly at governing board meeting: October 18, 2023

Please check the box that applies:

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

	Number of Complaints Received in Quarter	Number of Complaints Resolved	Number of Complaints Unresolved
Instructional Materials	0	0	0
Facilities	0	0	0
Teacher Vacancy and Misassignment	0	0	0
TOTAL:	0	0	0

John Puglisi

Print Name of District Superintendent

Signature of District Superintendent

Date

Please submit to skrone@vcoe.org

10.7



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of MOU with VCOE for HOPE
Access	Public
Type	

Public Content

Speaker: Rebecca Rocha, Director of Pupil Services

Rationale: Approval of this MOU allows the district to receive funding to support Mental Health and Wellness Centers at our middle schools. The grant provides up to \$117,300 between July 1, 2023 and June 30, 2025 to implement Social Emotional Learning programs, purchase wellbeing resources, prioritize spending on at-risk populations, and to implement programs that support access to mental health for students, families, and staff. Rio School District will collect data to guide effective practices. VCOE will provide guidance, support, and training as needed to support the objectives of the grant.

[CALHOPE MOU with VCOE.pdf \(2,872 KB\)](#)

Administrative Content

Executive Content



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into September 7, 2023 by and between
(Date)

Rio School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Rio School District
LEA
1800 Solar Drive
Street Address
Oxnard, CA. 93030
City, State, Zip code

Veronica Rauschenberger
Contact Name
(805) 485-3111 ext. 2122
Contact Telephone Number
vrauschenberger@rioschools.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Chris Ridge

VCOE Department Administrator

Chris Ridge

VCOE Signature

9-8-23

Date

Lisa Cline

VCOE Executive Director Internal Business Services

Lisa Cline

VCOE Signature

9-19-23

Date

Local Educational Agency Approval

Veronica Rauschenberger

LEA Business Office Administrator

Signature

Date

STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on July 1, 2023 and terminate on June 30, 2025.

Compensation or Cost for Services	\$ <u>117,300.00</u>
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ <u>117,300.00</u>

ENCUMBERED
CC 9/28/23

DESCRIPTION OF WORK (required):

I. Purpose

The purpose of this MOU is to detail the roles and responsibilities of VCOE and Rio School District for participation in the CalHOPE project, otherwise known as the Mindfulness and Wellbeing expansion project funded by DHCS via the Sacramento County Office of Education (SCOE). Work funded by the CalHOPE Mindfulness and Wellbeing expansion project builds upon existing capacity-building SEL implementation plans and other work done as part of CalHOPE.

This MOU is contingent upon VCOE’s contract with the Sacramento County Office of Education and will be terminated automatically if SCOE’s contract with DHCS is subsequently terminated. The terms of this contract may be modified in writing to reflect an amendment to the terms in VCOE’s contract with SCOE. Any changes to this MOU must be agreed to in writing by all parties. Should changes in legislation, or SCOE’s funding award occur that necessitate revision of this MOU, the parties shall meet to revise accordingly.

II. Scope of Work

A. Rio School District shall continue to deepen existing SEL capacity and infrastructure by planning and implementing the following practices. The District will:

- i. Assess SEL needs and develop an SEL plan & budget (Plan) consistent with the terms set forth in this Scope of Work. Submit a copy of the completed Plan to VCOE upon execution of this MOU.
- ii. Implement SEL programming including but not limited to:
 - a. the adoption of evidenced-based programming,
 - b. purchasing and developing wellbeing resources,
 - c. providing professional development, and
 - d. implementing programs that support equitable access to mental health and wellness for students, families, and staff.
 - e. prioritizing this programming support to schools with high numbers of American Indians, refugees, English Learners, and other high-risk student populations.
- iii. Commit to continuous improvement through the collection of data to guide effective SEL practices and provide VCOE, SCOE and partner in this work, UC Berkeley, with de-identified data to be used for aggregation and analysis to facilitate continuous

IV. Additional Terms

A. **Record Keeping and Audit.** The District agrees to maintain and preserve, until three years after termination of this MOU and final payment from VCOE, to permit VCOE, or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records, related to this MOU and to allow interviews of any employees who might reasonably have information related to such records

B. **Confidentiality of Student Information.**

Notwithstanding any other terms in this MOU, the Parties may be intentionally or inadvertently exposed to confidential student information in the performance of this MOU. Each party agrees to use, disclose, manage, and protect confidential student information in accordance with the applicable contractual provisions regarding confidentiality, as well as all applicable federal and California law. Applicable laws may include, but are not limited to: the Family Educational Rights and Privacy Act of 1984 (FERPA; 20 U.S.C. Sec. 1232g), the Protection of Pupil Rights Amendment (PPRA), the Information Practices Act (California Civil Code Sec. 1798, et seq.), the Children's Online Privacy Protection Act (COPPA), and the California Education Code sections 49069 to 49079.

C. **Debarment and Suspension.** By executing this contract, the District certifies that it is not a party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

WORK SCHEDULE (if applicable):

By executing this contract, the District confirms the understanding that the scope of this project extends through June 30, 2025. As such, grant activities may occur and grant funds may be expended until that date. However, the District also has autonomy within the work schedule to complete grant activities in alignment with the approved Plan and to submit invoices for all grant costs incurred during that period up to the total compensation of this agreement.

- vii. Communicate, promote, and share broadly the new mindfulness-centered Learning Modules, Facilitators Guides, and workbooks from UC Berkeley's Greater Good Science Center.
- viii. Support attendance at the SEL and Wellness Conference and other SEL conferences.
- ix. Support with "furnishing" and supplying wellness spaces and/or calming corners in classrooms and local sites (Furnishing may not exceed \$500 per item and may not include capital improvement items).
- x. Replicate and adapt the "Schools as Centers of Wellness" partnership model in line with the California Department of Education's Community Schools model.
- xi. Gather participant sign-in information and feedback from training content related to this Project.
- xii. Notify VCOE of updates or changes to the District's Plan.

B. VCOE shall:

- i. Disseminate funds to support the District's SEL activities based on local contexts, needs and goals.
- ii. Convene quarterly meetings with the District for the purpose of developing and implementing the Plan.
- iii. Provide technical assistance, coaching, and resources.
- iv. Provide in-person and online professional development.
- v. Provide a regular, county-wide SEL Community of Practice gatherings.
- vi. Provide oversight and support to the District in the successful implementation of the Plan.
- vii. Engage in regular communications with the District to further support the implementation of Project funds.

III. Fiscal and Reporting

A. The District shall submit a quarterly report related to the expenditure of Project funds to include, but not limited to the following:

- i. Detailed budget and expenditures;
- ii. Description of progress toward deliverables identified in the Plan;
- iii. Total number of any SEL trainings and descriptions of trainings (i.e. agendas and presentation materials);
- iv. Total number of educators trained (i.e. attendance/sign in sheets).
- v. Target populations served
- vi. Challenges within Project implementation

B. District shall submit progress and budget reports to VCOE (via Google form) on the following schedule reflecting deliverables performed during that quarter:

a. Fiscal Year 2023-2024

i. (July 1, 2023 - Sept 30, 2023) - Due by October 15, 2023

10.8



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Agreement for Police School Resource Officer Services and Cost-Sharing with the City of Oxnard for 2023/2024.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	54,481.70
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the Agreement for Police School Resource Officer Services and Cost Sharing with the City of Oxnard for the 2023/2024 school year.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This contract is for a School Resource Officer (SRO) and Cost Sharing provided by the City of Oxnard for the 2023/2024 school year. School Resource Officer will provide 14 hours per week of services at six schools.

[20231003_AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES A.pdf \(640 KB\)](#)

Administrative Content

Executive Content

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

Agreement No.

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST- SHARING**

This Agreement for Police School resource officer Services ("**Agreement**") by and between the City of Oxnard, a municipal corporation ("**City**"), and the Rio School District ("**RSD or District**") is made and entered into as of July 1, 2023. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on RSD school campuses.

City and District hereby agree as follows:

1. **Scope of Services.** The Oxnard Police Department ("**OPD**") shall provide the services of one (1) School Resource Officers ("**SRO**") to RSD elementary and intermediate school campuses for a total of fourteen (14) hours a week. The SRO will work with RSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SRO to be tailored to each school's specific needs. It will also provide flexibility for the SRO's law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. **Method of Performing Services.** Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein and the duration of the Services. OPD shall perform Services consistent with the SRO guidelines detailed in **Exhibit A**, attached hereto, and incorporated by this reference in full herein.

3. **Cost Sharing; Reimbursement, Method of Payment.** City and District agree that the District shall be obligated to fund the cost to operate and administer the SRO program for FY 2023-2024 through 2025-2026 and that City shall fund the balance. City shall submit to District an invoice for Fifty-Four Thousand, Four-Hundred and Eighty-One Dollars and Seventy Cents (\$54,481.70) no less than thirty (30) days prior to the end of each fiscal year: June 30, 2024, for FY 2023-2024, June 30, 2025, for FY 2024-2025, and June 30, 2026, for FY 2025-2026.

City shall send invoices to: Dr. John Puglisi, Superintendent of the Rio School District, 1800 Solar Drive, Oxnard, California 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. **Nonexclusive Services.** This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City, in its sole discretion, shall determine. City agrees that performing such services will not materially interfere with services performed under this Agreement.
5. **Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee.** Reports of suspected child abuse, including any sexual misconduct by any District/School employee, shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. If the SRO or SRO Sergeant is unavailable, the on-duty Oxnard Police Department Watch Commander will be contacted. The police personnel receiving the report from the school district employee will make a notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. **Term.** The term of this Agreement shall be from July 1, 2023, to June 30, 2026, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
7. **Termination.** Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective termination date.
8. **Force Majeure.** City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. **Mutual Indemnification.** Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents, and representatives against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party and damage to property, including the property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. **Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Jason Benites, Chief of Police

District:

Rio School District
1800 Solar Drive
Oxnard, California 93030
Attention: Dr. John Puglisi, Superintendent

Such notice shall be deemed made when personally delivered or mailed, forty-eight (48) hours after deposit in the U.S. Mail, first-class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate on the date the actual notice occurred, regardless of the service method.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.

12. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.
13. **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed according to its fair meaning and not strictly for or against any Party. Any term referencing time, days, or performance period shall be deemed calendar days, not workdays, unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors, and subcontractors of District unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only and do not define, limit, augment, or describe this Agreement's scope, content, or intent.
14. **Assignment.** The Parties may not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement, or any interest herein without the prior written consent of the other Party.
15. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
17. **No Third-Party Beneficiaries.** This Agreement and the performance of the obligations hereunder are for City and District's sole and exclusive benefit. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. **Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. **Cooperation; Further Acts.** The Parties shall fully cooperate and take any other acts or sign any additional documents that may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
22. Entire Agreement. This Agreement contains the entire Agreement of the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, or agreements.

CITY OF OXNARD

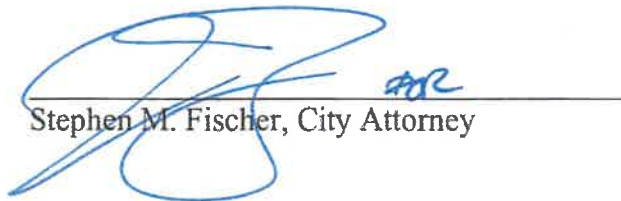
RIO SCHOOL DISTRICT



Alexander Nguyen, City Manager

Dr. John D. Puglisi, Superintendent

APPROVED AS TO FORM



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT



R. Jason Benites, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL DISTRICT TO ALIGN SUPPORT AND SERVICES FOR STUDENTS, FAMILIES, AND STAFF.

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss school safety issues.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor.
6. The SRO will participate as a member of the RSD Interdisciplinary Wellness Team.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses and not for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless sufficient evidence and circumstances warrant police action or intervention, SROs should not get involved in school discipline issues. School officials should generally handle these rather than through formal law enforcement intervention (e.g., issuance of a criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 1. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 1. The SRO shall not ask school officials to search a student's person, possessions, or locker to circumvent these protections.
 1. At a minimum, all searches will be documented by a field interview report (FIR) detailing the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the school official may ask an SRO to be present or to participate in such a search only when

there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in questioning a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 1. Child and adolescent development and psychology.
 1. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques.
 1. Children with disabilities or other special needs; and
 1. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and the Olweus Bullying Program.

TECHNOLOGY SERVICES AND SUPPORT

1. For the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third-party provider
1. SROs will not be provided:
 1. Access to install programs on workstations or servers
 1. Access to District email accounts or the District's email address book
 1. Access to the District's Student Information System
 1. Access to other District files

10.9



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 California Physical Education–Health Project at CSU Channel Islands Proposal
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	17,800.00
Budgeted	Yes
Budget Source	Educator Effectiveness Grant Funds
Recommended Action	Staff recommends board approval of the CSUCI physical education agreement.

Public Content

Speaker: Veronica Rauschenberger, Executive Director of Education and Innovation

Rationale:

Rio School District would like to partner with CSUCI to provide health and physical educational professional learning opportunities.

The California Physical Education-Health Project (CPE-HP) will provide professional services in designing, leading, and supporting the Rio School Districts Health Education/Physical Education/Non-Instructional health and physical Activity Opportunities Initiative. Please see attached proposal for year 1 scope of work.

[CSUCI Education Health Project proposal.pdf \(153 KB\)](#)

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.



Proposal

California Physical Education-Health Project at CSU Channel Islands

1 University Drive, Camarillo, CA 93012

and

Rio School District

1800 Solar Drive, Oxnard, CA 93030

Professional Services: Rio School Districts Health Education/Physical Education/Non-Instructional Health and Physical Activity Opportunities Initiative.

Description: The California Physical Education-Health Project (CPE-HP) will provide professional services in designing, leading, and supporting the Rio School Districts Health Education/Physical Education/Non-Instructional Health and Physical Activity Opportunities Initiative. Details are communicated in the proposed scope of work for year 1, accompanying this document.

Date of Services: September 18, 2023 - May 31, 2023

Invoice Schedule: September 1, 2023 not to exceed \$ 17,800.00

Facility Specifications: Services will be provided at Rio School District facilities and online.

Note: Should the Rio School District (RSD) choose to make adjustments to this proposed scope of work, the California Physical Education-Health Project remains interested in serving as a provider and would make adjustments as requested in writing by RSD.

Dianne Wilson-Graham

Executive Director

California Physical Education-Health Project

CSU Channel Islands

Program assessment and survey

- Teacher survey
- Policy and practice assessment
- Health data
- Student-based data

Teacher Professional Learning

- Introduction to Health Education
- Linking Health with Literacy
- Assessing Learning and Designing Lessons
- Grade level work teams - support
- Lesson Review/Refine/Ongoing Support
- Middle grades – from determined needs.

Health Education

School Leader Professional Learning

- What Leaders Need to Know: Health Education
- “Look Fors” in Support of Teachers and Teaching Health
- Ongoing support for leaders

Instructional materials review and selection (design and lead the process)

- Elementary grades
- Middle grades

Communication plan and products

- Key messaging for school leaders, teachers, parents, and community

Spring Semester instruction begins in Health Education with support/coaching.

Program assessment and survey

- Teacher Survey
- Policy and practice assessment
- Site visits and conversations at middle schools
- Student-based data

Teacher Professional Learning

- Middle schools - Support/coaching/resources as determined by needs.
- Introduction to Physical Education: Elementary grades
- Linking Physical Education with Literacy
- Assessing Learning and Designing Lessons
- Grade level work teams - support
- Lesson Review/Refine/Support

Physical Education

School Leader Professional Learning

- What Leaders Need to Know: Physical Education
- Look Fors in Support of Teachers and Teaching Physical Education
- Ongoing support for leaders around high-quality instruction in physical education

Instructional Materials Review

- Elementary grades

Scaffolded instructional delivery plan/support for all grades (based on needs assessment).

Communication plan and products supporting high quality instruction in physical education.

Current opportunities/needs assessment and survey – all stakeholders

Programming as prioritized in assessment and survey results - To be determined

Align existing non-instructional activities with instructional goals.

Teacher/Staff Professional Learning aligned to priorities identified in assessment and survey
– To be determined.

School Leader Professional Learning aligned to priorities identified in assessment and survey.

Active Recess professional learning and implementation with staff.

Communication plan and products for non-instructional health and physical activity opportunities.

**Non-Instructional
Health and Physical Activity
Opportunities**

- Faculty/Staff Wellness
- Family Wellness
- Special Events
- Recess
- After school

10.10



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of Addendum for the Tobacco Use Prevention Education (TUPE) contract with VCOE
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	TUPE funds
Recommended Action	Staff recommends board approval of TUPE addendum contract with VCOE.

Public Content

Speaker: Rebecca Rocha, Director of Student Services

Rationale:

Rio School District will receive \$4204.15 for year 1 of TUPE grant funds.

Ventura County Office of Education would like to change the agreement terms to July 1, 2023 to June 30, 2024 (instead of 2026). They would like to keep the agreement terms to annually instead of a multi-year agreement. The agreement may be extended depending upon funding received.

VCOE will continue supporting, providing resources, trainings and meetings for staff to implement the TUPE program to all 6-8 grade students in our district.

Rio School District will provide the following:

1. Recruit and identify staff to serve as the district TUPE Coordinator.
2. Support the implementation of youth development offered by the VCOE TUPE program.
3. Coordinate with VCOE for students to participate in the annual prevention conference.
4. Administer the CDE required California Healthy Kids Survey (CHKS) during the 2023-2024 school year.

[Addendum to TUPE agreement.pdf \(179 KB\)](#)

Administrative Content

Executive Content

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ADDENDUM TO CONTRACT

C24-00141

Contractor: Rio School District

Contract Number: C23-00182

Contract Period: July 1, 2023 - June 30, 2024

ENCLOSURE
 cc 9/1/23

Effective Date of Addendum:

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

1. **Effective Date(s): 7/1/23 - 6/30/2024**
2. **Final allocation/encumbrance for the YEAR-1: \$4,204.15**
3. **The following addendum(s) to the Contract are incorporated herein by this reference:**
 - a. This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Rio School District (hereinafter referred to as District)**. This Agreement confirms the district's implementation of the Tobacco-Use Prevention Education (TUPE) Tier 2 consortium grant. The agreement term is **July 1, 2023 to June 30, 2026 2024**. Thereafter, the Agreement may be extended for up to two (2) additional one (1) year periods based on continued funding from California Department of Education (CDE) until June 30, 2026. Each agency agrees to participate fully in the TUPE program by providing the following services.
 - b. Contract is modified from ("Heading") to "Section #'s" and from "Bullets" to "Item #'s"
 - c. **Section I, Item #3 to include and/or strike the following verbiage:**
 - i. VCOE will...Provide Youth Development Operations Specialist to coordinate trainings and support District in Youth Development and Family and Community Engagement activities and programs such as ~~Friday Night Live (FNL), FNL Mentoring, FNL Youth Advisory Council,~~ the annual Prevention Conference (formerly TKA) and other community presentations. ~~and Teens Kick Ash.~~
 - d. **Section I, Item #6 to include and/or strike the following verbiage:**
 - i. VCOE will...Provide and support CDE-approved options for TUPE **Prevention Curriculum**, as-well-as, TUPE training Opportunities, as applicable to the District, for CATCH My Breath for grades 6-12; Project Alert for grades 6th, 7th & 8th; and the Stanford Tobacco Prevention Toolkit, You and Me, Together Vape Free, for grades 6th 9 – 12th.
 - e. **Section I, Item #8 to include and/or strike the following verbiage:**
 - i. VCOE will...Provide District with access ~~and~~ training, ~~and~~ **Technical Assistance**, for VCOE's TUPE Data Dashboard for all data entry, including invoices, quarterly reports, and Tobacco-Free Certification.
 - f. **Section I, Item #9 to include and/or strike the following verbiage:**

- i. VCOE will...Provide and deliver the ~~Stanford Toolkit Healthy Futures curriculum~~ **prevention, intervention, and/or cessation resources** to all identified pregnant and parenting minors.
- g. **Section I, Item #12 to include and/or strike the following verbiage:**
 - i. VCOE will...Facilitate 4 **(two in-person, two virtual)** TUPE Consortium Coordinator meetings. **Meeting schedules are TBD.**
- h. **Section I Item #13 to include and/or strike the following verbiage:**
 - i. VCOE will...meet individually with each district to evaluate ~~progress and implementation for~~ program implementation (“District Kick-off meeting”), progress, technical assistance and other meetings, as needed and/or requested.
- i. **Section II, Item #1 to include and/or strike the following verbiage:**
 - i. District will...Recruit and ~~assign~~ identify staff to serve as the District TUPE Coordinator. The Coordinator will participate in **TUPE** program implementation, monitoring, and evaluation including ~~distributing and facilitating the completion of accountability reporting logs, recording and reporting activities, and ensuring compliance with all grant requirements~~ Prevention (curriculum), Intervention, and Cessation and to consider other annual activities, such as Red Ribbon week and the Annual Prevention conference (formerly Teens Kick Ash). ~~Completed accountability logs to be monitored and reviewed each semester.~~ The Coordinator will ensure that all data will be entered into the VCOE Data Dashboard at the time that quarterly invoices are due.
- j. **Section II, Item #6 to include and/or strike the following verbiage:**
 - i. District will...Support the implementation of youth development, offered by the VCOE TUPE program, such as ~~Friday Night Live (FNL), FNL Mentoring, and FNL Youth Advisory Council,~~ Social Media Advocacy projects, or other youth development prevention project, **workshop, or conference.**
- k. **Section II, Item #7 to include and/or strike the following verbiage:**
 - i. District will...Coordinate with VCOE for students to participate in annual ~~Teens Kick Ash~~ **Annual Prevention Conference.**
- l. **Section II, Item #9 to include and/or strike the following verbiage:**
 - i. District will...Administer the CDE required components of the: 1) The Cal-SCHLS System [California Healthy Kids Survey (CHKS/Mandatory), California School Staff Survey (CSSS/Optional), and California School Parent Survey (CSPS/Optional) and, 2) the VCOE Custom Module. CHKS Administration will occur in Year-1 (2023-24) and Year-3 (2025-26) of the grant, surveys to be administered to students in grades 5 or 6, 7, 9, 11, and to all students attending alternative educational (NT) programs. Ensure that district policies and practices regarding the administration of surveys are followed, including, but not limited to, California Education Code, Board approval, and parent consent.

All other original terms and conditions of the contract remain the same.

Requested by: M. C. [Signature] Dated: 8-9-23
Program Director

Approved by: Leta Cleve Dated: 8-31-23
Executive Director, Internal Business Services

Contractor: _____ Dated: _____
Signature

10.11



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of Community engagement Initiative (CEI) Agreement Cohort III
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	CEI funding
Recommended Action	Staff recommends board approval of CEI agreement.

Public Content

Speaker: Veronica Rauschenberger, Executive Director of Education and Innovation

Rationale:

The Community Engagement Initiative (CEI) was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly bill No. 1808 ("AB 1808), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

1. Building capacity in communities and school districts to build trust, with a focus on improving outcomes for pupils.
2. Identifying effective models of community engagement and metrics to evaluate those models.
3. Developing effective partnerships utilizing professional learning networks structure administered by the CCEE, to deepen community engagement.
4. Scaling up the work to improve community engagement statewide and incorporate practices that prove effective towards school district continuous improvement efforts.

Twenty-one districts will participate in cohort III and will be given an amount not to exceed of \$53,000 for their participation. This is year two out of three that Rio School District has participated in.

[Community Engagement Initiative \(CEI\) agreement Cohort III.pdf \(771 KB\)](#)

[CEI Participant List 2023-2024.pdf \(67 KB\)](#)

Administrative Content

Executive Content

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**2023-24 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
PEER LEADING AND LEARNING NETWORK (PLLN) DISTRICT AGREEMENT
COHORT III**

This AGREEMENT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, "Administrative Agent"), acting on behalf of the California Collaborative for Educational Excellence ("CCEE"), and the Rio Elementary School District ("DISTRICT"). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as "PARTIES."

Background

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

- (1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.
- (2) Identifying effective models of community engagement and metrics to evaluate those models.
- (3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).
- (4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications ("RFA"), the California Department of Education ("CDE") and the CCEE, with approval from the executive director of the State Board of Education ("SBE") selected the San Bernardino County Superintendent of Schools ("SBCSS"), Families In Schools ("FIS"), and the California Association for Bilingual Education ("CABE") as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

AB 1808 requires that the selected teams be willing to do all of the following:

- Participate in and co-facilitate a professional learning network for no less than two years.
- Engage in an open dialogue on issues related to improving local pupil outcomes.
- Partner with other communities and school districts on improving community engagement.

In the 2022-23 fiscal year, teams from twenty-one (21) districts/Local Educational Agencies (LEAs) across California were selected to participate in the CEI's Cohort III Peer Leading and Learning Network ("PLLN"). The teams, including DISTRICT, represent the following school districts:

- » ACE Charter Schools
- » Alvord Unified School District
- » Campbell Union High School District
- » Fontana Unified School District
- » Happy Valley Union School District
- » Kernville Union Elementary School District
- » Live Oak School District
- » Madera Unified School District
- » Magnolia Public Schools
- » Murrieta Valley Unified School District
- » Natomas Unified School District
- » Rialto Unified School District
- » Rio Elementary School District
- » Rocklin Academy Family of Schools
- » San Bernardino City Unified School District
- » San Bruno Park School District
- » Santa Paula Unified School District
- » Shasta County Office of Education (Early Childhood Services)
- » Tahoe Truckee Unified School District
- » Twin Rivers Unified School District
- » West Contra Costa Unified School District

The PARTIES hereby agree as follows:

SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be Enforced by DISTRICT

A. Peer Leading and Learning Network. DISTRICT agrees to participate in the Cohort III PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:

- Organizing a team to continue to participate in the Cohort III PLLN through June 30, 2024, with a minimum of eight meetings per year. DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2023-24 DISTRICT TEAM MEMBERS no later than September 15, 2023. All DISTRICT TEAM MEMBERS shall participate in all PLLN meetings.

-
- If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE (info@californiaengage.org) and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
 - If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or if this AGREEMENT should be terminated. If DISTRICT TEAM misses **two** meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
 - Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
 - Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys and reflection documents.
 - Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any DISTRICT team meeting.
 - Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.
 - Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
 - Partnering with other communities and school districts on improving community engagement.
 - Actively supporting the goals and objectives of the PLLN.
 - Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN as needed.
 - Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant.
- B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator

and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

- C. **Assignment.** Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.
- D. **Conflict of Interest.** DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.
- E. **Non-Discrimination.** Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
- F. **Insurance Requirements.** DISTRICT shall, at DISTRICT'S expense, procure and maintain for the duration of this AGREEMENT general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this AGREEMENT by District and District's Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect District for liabilities that may arise from or relate to this AGREEMENT.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars (\$2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this AGREEMENT.

The workers' compensation insurance, if required by applicable law, shall insure District's obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

G. **Invoicing.** To defray some of the costs of DISTRICT TEAM MEMBERS, including parents, guardians, students, community partners, and other non-district employees on the TEAM, participating in the Cohort III PLLN meetings, DISTRICT may submit quarterly invoices and supporting documents via email to the CCEE Fiscal Coordinator at ap_ccee@ccee-ca.org pursuant to Section II below. Invoices may be submitted at any time, but no later than 30 days after the end of each quarter for the meetings completed during that quarter (e.g., by January 31, 2024 for meetings completed between October 1, 2023, and December 31, 2023). The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL" by the DISTRICT. No payments will be made to the DISTRICT after this period. All invoices shall state the total amount for the invoice. If requested by the Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

The sum of all invoices submitted by DISTRICT for satisfactory participation in PLLN meetings and for DISTRICT Travel Stipend under this AGREEMENT shall not exceed \$53,000:

DISTRICT PLLN Meeting Activity and DISTRICT Travel Stipend	Not-to-Exceed
Participation in Cohort III PLLN Meetings (\$6,250 per satisfactory participation in each meeting pursuant to Section I.A.)	\$50,000
DISTRICT Travel Stipend (\$750 per quarter)	\$3,000
Total Not to Exceed Amount:	\$53,000

SECTION II: Privileges and Obligations of CCEE/Administrative Agent

A. **Funding.** In accordance with the invoicing provisions and requirements set forth in Section I.G. above, CCEE/Administrative Agent shall provide DISTRICT up to **\$50,000**, for satisfactory participation in the 2023-24 Cohort III PLLN meetings (\$6,250 per meeting). In addition, the CCEE/Administrative Agent shall provide DISTRICT a Travel Stipend up to **\$3,000** (\$750 per each quarter) for identified DISTRICT TEAM MEMBERS to participate in Cohort III PLLN meetings as described in Section I.A. of this AGREEMENT. DISTRICT Travel Stipend is specific to DISTRICT TEAM MEMBERS' travel to and from the in-person PLLN meeting site.

Associated costs of services (e.g., copying and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT. It is agreed between the Parties that this total amount may only be amended in writing by mutual agreement of the Parties. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum.

B. **Additional Costs.** In addition to the above, CCEE/Administrative Agent will offer travel airfare and lodging for DISTRICT TEAM MEMBERS participating in Cohort III PLLN meetings as described in Section I.A. Travel arrangements for airfare and lodging must be made pursuant to the CCEE CEI Travel Guidelines and as such, travel expenses outside of the CEI Travel Guidelines will not be reimbursed. Out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements.

Notwithstanding Paragraph A above, CCEE may invite DISTRICT, and all applicable DISTRICTS, to participate or present on behalf of the CEI at content or expertise-focused 2023-24 local/national

conferences. DISTRICT has the option to accept the invitation, and if accepted, DISTRICT may be compensated for CCEE-approved external travel expenses associated with participation/presentation at a conference or convening on behalf of CEI. This shall require an amendment to this AGREEMENT. This AGREEMENT may only be amended in writing by mutual agreement of the Parties.

An amendment to this AGREEMENT must include supporting documentation of conference or convening (i.e., event flyer, email invitation to conference/convening, event agenda, etc.). Upon the completion of an amendment to this AGREEMENT, DISTRICT may invoice for CCEE pre-approved travel expenses no earlier than the fourth quarter, April 1, 2024.

External travel is separate from travel to PLLN meeting sites and must be pre-approved by the CCEE Assistant Director using the CEI External Travel Request Form provided by CCEE. External travel expenses not submitted and approved using the CEI External Travel Form will not be allowable for reimbursement. The CEI External Travel Request Form must be completed, submitted, and approved by CCEE prior to DISTRICT making travel arrangements.

- C. **Content License.** CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

SECTION III: Further agreement by all PARTIES

- A. **Term.** The term of this AGREEMENT shall be from September 1, 2023 through June 30, 2024.
- B. **Partial Satisfaction.** Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this Contract.
- C. **Independent Contractor.** It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT's exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT, but will provide DISTRICT with a statement of payments upon request if necessary.
- D. **No Third Party Beneficiaries.** Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.

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- E. **Termination.** Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.
- F. **Waiver of Default.** Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.
- G. **Force Majeure.**
1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.
 2. In the event CCEE/Administrative Agent is unable to comply with any provision of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.
- H. **Hold Harmless.** Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of Administrative Agent/CCEE's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.
- DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.
- I. **Notices.** All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph.

DISTRICT

Rio Elementary School District
Veronica Rauschenberger
1800 Solar Dr.
Oxnard, CA 93030-2655
vrauschenberger@rioschools.org
g

CCEE

California Collaborative for
Educational Excellence
Attn: Emma Oh
1029 J Street, Suite 450
Sacramento, CA 95814
ad_ccee@ccee-ca.org

Administrative Agent

Marin County Office of Education
Attn: Iishwara Ryaru
1111 Las Gallinas Avenue
San Rafael, CA 94903
iryaru@marinschools.org

- J. **Review by Legal Counsel.** Each of the PARTIES has had the opportunity to, and have, to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.
- K. **Litigation Costs.** Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.
- L. **Governing Law; Jurisdiction; Venue; Interpretation; Severability.** This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- M. **Authority to Enter into Agreement.** Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.
- N. **Entire Agreement/Amendment.** This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It supersedes all prior and contemporaneous understandings or agreements of the PARTIES. No PARTY has been induced to enter into this AGREEMENT by, nor is any PARTY relying on, any representation or warranty outside those expressly set forth in this AGREEMENT. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.
- O. **Counterparts and Electronic Signatures.** This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date hereof.

Administrative Agent

Signature: _____ Date: _____

Printed Name and Title: Ishwara Ryaru, Assistant Superintendent - CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

California Collaborative for Educational Excellence

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Chris Hartley, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

DISTRICT

Signature: _____ Date: _____

Printed Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Community Engagement Initiative (CEI)

Peer Leading and Learning Network (PLLN) and Peer Leading and Learning Exchange (PLLX) Members

2023-2024 Travel Information Guidelines

In anticipation of CEI activities during the 2023-24 fiscal year, we are providing the following guidelines regarding the requirements for travel arrangements and allowable reimbursements.

CCEE Representative for CEI: CCEE Assistant Director, Steven Mitchell, smitchell@ccee-ca.org

- **FLIGHTS:** Flights are allowed for travel over 125 miles one-way and must be booked through **Cadence Travel (858-551-3067)**, as soon as is reasonable, but not later than 2 ½ weeks before the scheduled meeting and **when directed by CCEE**. Flights booked through District-retained travel agencies or processes will not be eligible for reimbursement.
- **AIRFARE:** Any airplane ticket that costs more than \$150 one-way, or \$300 round-trip, must be pre-approved by CCEE, either directly in writing or through CCEE's instruction to Cadence Travel.
- **LODGING:** A block of rooms at each meeting venue will be booked for CEI PLLN and PLLX members whose district office is located at least 50 miles away from the venue. The blocked rooms will be paid for directly by the CCEE and no other lodging costs will be reimbursed.
- **MILEAGE/PARKING:**
 - **PLLX Member (Cohort III & Cohort IV)** reimbursement for mileage/parking is not allowable under the 2023-24 PLLX District Facilitation Agreement; any reimbursement should be directed to the District.
 - **PLLN Member (Cohort III)** Individual team member reimbursement for mileage/parking to and from the PLLN meeting venue will be processed directly by the District and as such, reimbursement requests should be submitted directly to the District and not to CCEE. Pursuant to the 2023-24 PLLN District Agreement, District Travel Stipend amount for the 2023-24 year shall not exceed up to \$3,000 annually (\$750 per quarter).
 - **PLLN Member (Cohort IV)** individual team member reimbursement for mileage/parking is not allowable under the 2023-24 PLLX District Facilitation Agreement; any reimbursement should be directed to the District.
- **EXTERNAL CONFERENCE/PRESENTATIONS:** With advance CCEE approval, District may be compensated for travel expenditures associated with conference/presentation at a 2023-24 conference or convening on behalf of CEI. A **CEI Travel Request Form** must be completed and approved by CCEE prior to the District making any travel arrangements as per the 2023-24 PLLN District Agreement. Travel arrangements and expenses without CCEE approval are not eligible for reimbursement.
- **OUT-OF-STATE TRAVEL:** out-of-state travel requires pre-approval by the CCEE Assistant Director prior to making travel arrangements. Requests for out-of-state travel can be made using the **CEI Travel Request Form**.
- **MEETING PARTICIPATION:** If a District Team Member has a reasonable and irreconcilable conflict that prevents attendance at a meeting, after having made travel arrangements, the District and/or the District Team Member shall inform the CCEE (info@californiaengage.org) immediately.

REMINDERS:

- » Please contact Nicole LoBese at nlobese@ccee-ca.org to request a **CEI Travel Request Form**.
 - » Form should be used for out-of-state travel or to request CCEE pre-approval for external travel associated with conference/presentation at a 2023-24 conference or convening on behalf of CEI.
- » Reimbursement for mileage and parking to and from PLLN meeting venue should be submitted directly to District for processing and not to CCEE.
- » Flights must be booked through the CCEE offered travel agency (Cadence Travel) and airfare arrangements made outside of this are not reimbursable for PLLN and PLLX members.
- » Lodging is provided by CCEE through room blocks and is applicable for participants whose district office is at least 50 miles away from the meeting venue. Lodging arrangements made outside of this are not reimbursable for PLLN and PLLX members.

For additional questions related to CEI travel, please contact Nicole LoBese | nlobese@ccee-ca.org | 916.619.7489

THANK YOU FOR YOUR COLLABORATION.



**2023-2024 CCEE COMMUNITY ENGAGEMENT INITIATIVE (CEI)
EXTERNAL CONFERENCE/PRESENTATION TRAVEL REQUEST FORM**

FORM INSTRUCTIONS: This form is intended for external conference travel and should be used by the DISTRICT to request CCEE pre-approval for external travel to attend/present at a conference/convening on behalf of CEI. External travel is for non-PLLN meetings. Registration and related travel expenses (airfare, lodging, mileage, parking, etc.) must be recorded using this form and the DISTRICT must submit the completed form to CCEE at the email indicated below for CCEE approval prior to the DISTRICT making travel arrangements. Out-of-state travel on behalf of CEI requires CCEE approval. CCEE will not reimburse for external travel expenses without a completed and approved CEI External Conference/Presentation Travel Request Form.

Note: CCEE follows CalHR.gov guidelines for travel reimbursements, including per diem. [Click for CalHR.gov link.](https://www.calhr.gov)

Send completed form to CCEE at info@californiaengage.org

<u>CEI PARTICIPANT NAME(S)</u>	<u>DATE OF REQUEST</u>

_____	<u>REQUESTING DISTRICT</u>

Departure Date _____	Return Date _____
Departure Time _____	Return Time _____

Name of Conference _____

Purpose of Conference _____

Name of Convening _____

Dates of Conference Start Date _____ End Date _____

Place of Conference _____

Please **attach conference flyer, registration, and/or email invitation as a pdf** with submission of this form.

	(Select from drop-down list)	Estimated Costs
Travel	Select Option _____	_____ -
Travel	Select Option _____	_____ -
Travel	Select Option _____	_____ -
Lodging	_____	_____ -
Per Diem Meals	_____	_____ -
Registration Fee	_____	_____ -
Other	_____	_____ -
TOTAL AMT:		\$ 0.00 -

[Click here to clear form fields:](#)

_____ CCEE Assistant Director Approval _____ Date _____

Approved Disapproved

Clear Form

EXECUTIVE DIRECTOR SIGNATURE REQUIRED FOR ALL OUT-OF-STATE TRAVEL

_____ Executive Director or Designee _____ Date _____

Budget Code [CCEE INTERNAL USE ONLY] FD

	RESC	Y	OBJT	SO	GOAL	FUNC	LOC	ACT	GRP
CEI 1.0	01	0166	0	5200	00	0000	7600	000	000
CEI 2.0	01	7822	0	5200	00	0000	7600	000	000

Community Engagement Initiative (CEI): All-PLLN Meeting Participant list

23/24

Rio Elementary SD	School Site Staff	Andre Vasquez	School Counselor	avasquez@rioschools.org	(805) 485-3119
Rio Elementary SD	District Level Staff	Carmen Hernandez	Parent Liaison	chernandez@rioschools.org	805-485-3111
Rio Elementary SD	School Site Staff	Daniela Vela	Librarian	dvela@rioschools.org	
Rio Elementary SD	School Site Leadership	Michelle Mullen	Assistant Principal	mmullen@rioschools.org	805-485-3119
Rio Elementary SD	School Site Staff	Sheryl Preciado	After school coordinator	spreciado@rioschools.org	(805) 485-3119
Rio Elementary SD	District Level Staff	Jisela Ramirez	Parent Liaison	jramirez@rioschools.org	805.485.3111
Rio Elementary SD	School Site Leadership	Leslie Pimentel	Principal	lpimentel@rioschools.org	(805) 485-3119
Rio Elementary SD	School Site Leadership	Erica Landeros	Teacher	erodriguez@rioschools.org	805-485-3119
Rio Elementary SD	Student	Charlee Bernal	Student	cbernal@rioschools.org	
Rio Elementary SD	School Site Staff	Mindy Martinez	Teacher	mmartinez@rioschools.org	

Rio Elementary SD	District Level Staff	Elva Ramirez Vasquez	Parent liaison	eramirezvasquez@rioschools.org	805-485-3119
Rio Elementary SD	County Office of Education Staff	Phoebe Moore	Director, Local District Support Services	pmoore@vcoe.org	
Rio Elementary SD	School Site Leadership	Eric Nunez	Wellness Clinician	enunez@rioschools.org	805-485-3119
Rio Elementary SD	District Level Leadership	Veronica Rauschenberger	Executive Director of Education Excellence and Innovation	vrauschenberger@rioschools.org	805-485-3111 x2122
Rio Elementary SD	Family/Parent	Alma Alvarez Rice	Parent	Camila-Isabel@hotmail.com	

10.12



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Friends of Fieldworkers Agreement
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the Friends of Fieldworkers agreement.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Friends of Fieldworkers, Inc. fundraises and collects in kind donations which may on occasion be donated to Rio School District.

When funding is available, a monthly Laundry Love program will be funded with 25 pre-paid laundry cards in the amount of \$40 for parents to use at an El Rio laundromat. Dates of Laundry Love will be agreed upon by both Rio School District and Friends of Fieldworkers, Inc.

Other services may also be provided based on need and available resources.

[Friends of Fieldworkers agreement.pdf \(616 KB\)](#)

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 ELEMENTARY SCHOOL

SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this 30 day of Aug 2023
by Rio School and _____ between
and Friends of Fieldworkers (hereinafter referred to as "Provider.")
District (hereinafter referred to as "District")

PROVIDER.

Friends of Fieldworkers
Provider

905-625-1372
Telephone Number

PO BOX 7863
Street Address

n/a
Fax Number

Ventura CA 93003
City, State, Zip code

President@friendsoffieldworkers.org
E-mail Address

47-4817644
Tax Identification or Social Security Number

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other NON-PROFIT ORG.

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status, and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the

control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on Aug 30, 2023, and terminate on Sept 1, 2025. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may

deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

RID School
District
Attn: Jisela

Street

City, State, Zip Code

Friends of Fieldworkers
Provider
Attn: President
PO Box 7843
Street
Ventura CA 92003
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **PREVAILING WAGE.** Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).
14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**
Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.
15. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.
16. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage: n/a
- Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
 - Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

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

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

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

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants,
nurses, therapists \$1,000,000.00

Architects \$1,000,000.00 or \$2,000,000.00

Physicians and medical corporations \$5,000,000.00

Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _ _ _ _	\$ _ _ _ _

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

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

17. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including

any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding
22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).
Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the

parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By: _____
District
Signature
Name
Title

Friends of Fieldworkers Inc.
Provider
Signature
Christine Cardona-Threadgill
Name
President
Title

Approved as to form:

Signature
Name
District Counsel

10.13



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Passageway School-Non Public School
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	105,117.80
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Passageway School enrollment.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

To meet the social emotional and behavioral needs of a student and based on the student's Individualized Education Plan (IEP), the District has placed the student at the non-public school, Passageway School located in the city of Thousand Oaks for the 2023-2024 school year.

The PPS department is requesting board approval of the ratified Individual Service Agreement (ISA) with the non-public school, Passageway School. This ISA is effective as of July 1, 2023, through June 30, 2024.

[Passageway ISA.pdf \(191 KB\)](#)

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.

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on August 15, 2023 or the date student begins attending a nonpublic school or begins receiving services from a nonpublic agency, if after the date identified, and terminates at June 30, 2023 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency (LEA)		Rio Elementary School District					
Address		1800 Solar Drive, Third Floor					
City, State Zip		Oxnard CA 93030					
LEA Case Manager		Erika Johnson					
Phone and E-Mail		ejohnson@rioschools.org					
Student Last Name		Student First Name					
Grade	D.O.B.	Sex		() M () F			
Parent/Guardian Last Name		Parent/Guardian First Name					
Address							
City, State, Zip							
Home Phone	Email	Home	Cell				
Parent/Guardian Last Name		Parent/Guardian First Name					
Address							
City, State, Zip							
Home Phone	Work	Cell					

Nonpublic School/Agency		Passageway School					
Address		1153 Lawrence Drive					
City, State, Zip		Newbury Park, CA 91320					
IEP Coordinator Name							
Phone	805-375-4950	Fax					
E-Mail							
Program Administrator Name							
Phone	805-375-4950	Fax					
E-Mail							
Education Schedule – Regular School Year							
Number of Days	180 days	Number of Weeks	38				
Education Schedule – Extended School Year							
Number of Days	20 days	Number of Weeks	4				
Contract Begins	July 1, 2023	Ends	June 30, 2024				

DESIGNATED INSTRUCTION AND SERVICES / RELATED SERVICES:

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mof/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
A. BASIC EDUCATION <i>Positive attendance only</i>	x			\$169/day	200 days	180 days	20 days	\$30,420 ESY: \$3,380
B. RELATED SERVICES								
1. Transportation	x			\$68/day	200 days	180 days	20 days	\$12,240
a. Paid to NPS/A								ESY: \$1,360
b. 1:1 Aid for bus				\$33 p/hr.	1.5 hrs/per day	180 days	20 days	\$8,910 ESY: \$990
2. Adapted P.E.								

SERVICES	PROVIDER			Cost and Duration of Session	Number of Sessions per wk/mo/yr	Maximum Number of Days or Sessions		Estimated Maximum Total Cost for Contracted Period
	NPS	NPA	OTHER Specify			Reg School Year	ESY	
3. Speech/Language a. Group b. Individual c. Consultation	x			\$136.50/hr	2 hrs/mo+ 15min/Con. ESY: 90 min/mo.	20 Hrs. 2.5 Hrs 1.5 p/m	3 hours	\$2,730 \$341.25 ESY: \$409.50
4. Occupational Therapy a. Therapy b. Consultation	x			\$136.50/hr	2hrs/Mo + 15 min./mo. Cons. ESY:60 Min	20 hours 2.5 Hrs 60min/mo.	2 hrs	\$2,730 \$341.25 ESY:\$273
5. Physical Therapy a. Therapy b. Consultation								
6. Intensive Individual Services	x			\$33/hr	6.42hrs/day	180 days	20 days (4.33 hrs/day)	\$38,135 ESY:\$2,857.80
7. Other								
8. Intensive Social/Emotional Services (ISES):								
a. Individual Counseling								
b. Counseling & Guidance								
c. Parent Counseling								
d. Social Work Services								
e. Behavior Intervention Services								
9. Residential Services*								
a. Room and Board								
b. 24/7 ISES								
TOTAL COST								\$105,117.80

*Intensive Social/Emotional Services (ISES) in a Residential Treatment Center (RTC) are provided in an integrated, intensive, educationally related therapeutic residential setting; which includes social emotional/behavior support through individual counseling, group counseling, and social work services, as appropriate. It is a collaborative model which includes educational professionals and related service providers, where all supports and services are integrated in the RTC program.

Board and Care paid for up to 365 days with a maximum of ___ days payment per student, per contract year, if a bed is unoccupied due to home visits of a therapeutic nature. Room and Board and mental health rates are all inclusive in a Residential Setting.

ESTIMATED MAXIMUM RELATED SERVICES COST \$ 105,117.80

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/ RELATED SERVICES COSTS \$ 33,800

Other Provisions/Attachments: _____

Progress Reporting Requirements: x Quarterly Monthly Other (Specify _____)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Passageway
School

Rio Elementary School District

(Name of Nonpublic School/Agency)

(Name of
LEA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

Erika Johnson, Pupil Personnel
Director

(Name of Superintendent or Authorized Designee)

10.14



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of the Contract Renewal with HR Entertainment to Provide Mariachi and Folklorico Classes at Rio Real and Rio Plaza Dual Immersion Schools
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	72,000.00
Budgeted	Yes
Budget Source	ELOP Funds
Recommended Action	Staff recommends board Approval of Contract Renewal with HR Entertainment to Provide Mariachi and Folklorico Classes at Rio Real and Rio Plaza Dual Immersion Schools

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The purpose of this Ballet Folklorico project is to develop students who are socio-culturally aware and develop a knowledge of, and appreciation, for different types of music and dances associated with the various regions of Mexico. This will assist students in further developing a global perspective as they learn about different cultures and habits of the people and practices in other countries.

The continuation of this project is to provide students with the opportunity to learn traditional dances that represent different regions of Mexico. The dances emphasize local folk culture with ballet characteristics and are performed throughout Mexico and other Latin American countries. This genre of dance is known throughout Mexico, Central America and the Southwestern United States and represents different regions in Mexico. Ballet Folklorico embraces our rich and diverse cultural traditions. Ballet Folklórico honors and promotes Mexican culture, heritage, and identity through traditional dance classes and performances for youth and the community.

HR ENTERTAINMENT will be providing the Mariachi Music Program & The Ballet Folklorico Dance Instructors/Maestros.

[ContractRenewalHREnter2324.pdf \(220 KB\)](#)

Administrative Content

Executive Content

Rio Elementary School District
SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 18 day of October, 2023 by and between Rio School District District (hereinafter referred to as "District") and HR Entertainment (hereinafter referred to as "Provider.")

HR Entertainment
Provider

805-598-5161
Telephone Number

P.O. Box 2572
Street Address

Fax Number

Oxnard, CA 93034
City, State, Zip code

hr.entertainment@aol.com
E-mail Address

Tax Identification or Social Security Number

Business License Number (if applicable)

SERVICES Instructor services to
continue mariachi & folklorico program at Plaza Real
Description of Services

10-18-23 to 6-13-24
Date(s) of Service

2-4 pm
Hour(s) of Service

Plaza Real
Location

FEES

Compensation for Services \$ 72,000
Other Ancillary Cost, as applicable \$ 0
Total not to Exceed \$ 72,000

W-9 received

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or

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

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

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

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

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

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

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

- Personal vehicles: \$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
- Commercial vehicles: \$1,000,000.00 combined single limit

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

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

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

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Horalia Rodriguez Gonzalez
Provider signature

_____ Date

SITE AGREEMENT

Site Administrator

Signature

_____ Date

DISTRICT APPROVAL

Oscar Hernandez
District Administrator

Signature

_____ Date

10.15



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval to declare and sell obsolete E-waste equipment
Access	Public
Type	Action (Consent)
Preferred Date	Oct 18, 2023
Absolute Date	Oct 18, 2023
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approving the obsolescence and selling of the listed devices.

Public Content

Speaker: Jarkko Myllari

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

[May 2023 Asset Tag Inventory Spreadsheet \(Obsolete\).xlsx \(259 KB\)](#)

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.

10.16



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Purchasing 150 Lenovo 100e (4th Gen) Chromebooks
Access	Public
Type	Action (Consent)
Preferred Date	Oct 18, 2023
Absolute Date	Oct 18, 2023
Fiscal Impact	Yes
Dollar Amount	41,874.75
Budgeted	Yes
Budget Source	Measure L
Recommended Action	Staff recommends purchasing 150 Lenovo 100e 4th Generation Chromebooks

Public Content

Speaker: Jarkko Myllari

Rationale: To continue replacing the remaining year 7&8 student devices and equipment scheduled for obsolescence, staff recommends purchasing 150 Lenovo 100e (4th Generation) Chromebooks. In response to the request for proposals, Technology Services received eight quotes, of which four met the exact District device and service specification. The pricing for the four proposals varied between \$41,875 to \$52,562. Regarding student computers, Lenovo 100e has been the District standard since 2018. In addition to the competitive pricing, the selected vendor, CDW-G, has a good track record of providing services to the District.

[NPHT081.pdf \(78 KB\)](#)

Administrative Content

Executive Content

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Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JARKKO MYLLARI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NPHT081	10/5/2023	LVO CHROME	6640297	\$41,874.75

IMPORTANT - PLEASE READ

Fees applied to item(s): 7377715

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lenovo 100e Chromebook Gen 4 - 11.6" - MediaTek Kompanio 520 - 4 GB RAM - 3 Mfg. Part#: 82W00001US Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	150	7377715	\$218.00	\$32,700.00
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	150	5988499	\$31.00	\$4,650.00
CDW CDWG Asset Tag applied WITH another CDW Configuration Center service Mfg. Part#: ASSETTAGW/INSTALL UNSPSC: 81111511 Contract: MARKET	150	338520	\$0.00	\$0.00
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOS SVC1 UNSPSC: 43232401 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	150	3254461	\$6.00	\$900.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7377715	150	654809	\$4.00	\$600.00

SUBTOTAL \$38,250.00

SHIPPING	\$0.00
RECYCLING FEE	\$600.00
SALES TAX	\$3,024.75
GRAND TOTAL	\$41,874.75

PURCHASER BILLING INFO	DELIVER TO
Billing Address: RIO SCHOOL DISTRICT ACCTS PAYABLE 1800 SOLAR DR OXNARD, CA 93030-2655 Phone: (805) 485-3111 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: RIO SCHOOL DISTRICT JARKKO MYLLARI 1800 SOLAR DR. OXNARD, CA 93030 Phone: (805) 485-3111 Shipping Method: UPS FREIGHT LTL, SPECIAL SERVICES
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Charleen Chu | (866) 339-5678 | charchu@cdwg.com

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For more information, contact a CDW account manager

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10.17



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of Amendment #8 from Jensen Design & Survey for the Rio Del Valle Expansion Project
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	110,200.00
Budgeted	Yes
Budget Source	Measure H
Recommended Action	It is recommended that Amendment #9 be approved from Jensen Design & Survey for the Rio Del Valle Expansion Project.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

As this project has progressed through the City of Oxnard planning approval process, it has become apparent that the City process has become more involved than originally envisioned by the project team. The City has requested more information and technical studies beyond the scope that is normally anticipated for similar projects. This has, and will continue to, require a budget beyond what was originally anticipated.

The additional tasks will include preparing a detailed response letter to City comments, adjustments to the project description, coordination between District staff and consultant team to ensure that all items are adequately addressed, coordination of the removal of the northern expansion area and central campus sports fields from the project and water rights coordination with the project team.

[Jensen Amendment #8.pdf \(897 KB\)](#)

Administrative Content

Executive Content

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1672 Donlon Street
Ventura, CA 93003
Local 805 654-6977
Fax 805 654-6979
www.jdscivil.com

RIO01.6207
September 22, 2023

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

Subject: Rio School District School Expansion, Contract Amendment #8

Dear Mr. Saleh,

We have been working with Joel Kirschenstein, District staff, and the rest of the consultant team on the proposed Rio del Valle Middle School Campus expansion. As the project has progressed through the City of Oxnard planning approval process, it has become apparent that the City process has become more involved than originally envisioned by the project team.

Most notably, the Preliminary Application and CEQA document review process was complicated by several unforeseen challenges with the City of Oxnard, including but not limited to a lawsuit on the merits of the CEQA document prepared by others on the consultant team. To support this effort, and navigate through a more contentious City review process, budget beyond what was originally anticipated has been expended during the preliminary application phase.

Secondly, as the project has progressed into the formal planning entitlement process with the City of Oxnard, it has become apparent that the approval process for the requested Annexation, General Plan Amendment, and Pre-Zoning will be more involved than originally anticipated, with the City requesting information and technical studies beyond the scope that is normally anticipated for similar projects. This has, and will continue to, require budget beyond what was originally anticipated.

Finally, we have received direction from the City of Oxnard, as well as from Mr. Kirschenstein and District staff, to make additional changes to both the site plan and project description to 1) respond to City comments and 2) accommodate shifting District priorities. These changes will also require additional authorization and budget.

For these reasons, we ask that the District authorize the additional scope of work detailed below.

City of Oxnard Planning Application Resubmittal

Additional budget is requested to respond to extensive comments provided by the City of Oxnard in their July 18, 2023 Development Advisory Committee (DAC) and Incompleteness Letters. Tasks will include, but are not necessarily limited to, preparing a detailed response letter to City comments, adjustments to the project description, coordination between District staff and consultant team to ensure that all items are adequately addressed, coordination of the removal of northern expansion area and central campus sports fields from the project (and corresponding adjustments to all application materials), and water rights coordination with project team. It is assumed that one additional resubmittal will be required to the City. Should

\\jds-data01\work\Engineering\RIO16207\Management\6207 Contract Amendment Request 8-Ongoing Planning & Engineering Services.doc

ENGINEERS

PLANNERS

SURVEYORS

CONSTRUCTION MANAGERS

the City require a Special Use Permit (SUP) for the Transportation Facility, additional authorization will be needed.

Post Entitlement Submittal Preparation & Processing

In addition to the City entitlements described above, City staff has indicated that approvals will be needed from four (4) additional agencies after City entitlements are secured. These include annexation approvals from the Ventura County Local Agency Formation Commission (LAFCo), greenbelt agreement modifications with the County of Ventura and City of Camarillo, and final annexation into the Calleguas Municipal Water District. Each of these approvals will require the preparation and processing of a separate application package, and corresponding agency coordination and public hearings.

While we know the agencies from which post entitlement processing will be required, at this phase it is too early to be able to define the scope and provide estimated budgets for such work. As such, a proposal to prepare and process these post entitlement permits will be provided after entitlements are secured from the City of Oxnard.

Agency Coordination

Additional budget is requested to represent the District and coordinate with City, County, and LAFCo staff, due to the complex and multi-faceted nature of the entitlements. Further, budget from this task was utilized more rapidly than anticipated due to the legal challenges to the CEQA document. We will continue to work with District representatives, District staff, and the District's environmental consultant to represent the project to agency staff and at public hearings regarding approval. We will attend meetings with the client or City staff, as requested, to discuss the project as it develops.

Once the submittal package has been deemed 'Complete' by City staff, we will work with the City to schedule public hearings and to ensure that staff reports are completed in a timely and expeditious manner. We will make ourselves available to City staff to respond to any inquiries and requests for information that may arise during the City's review process. We will review and provide comments on the staff report and proposed conditions of approval

Anticipated hearings at this time include an additional DAC meeting, a formal hearing for the proposed General Plan Amendment/Annexation request at Oxnard City Council. Post entitlement public hearings, such as the annexation request at the Ventura Local Agency Formation Commission (LAFCO) and greenbelt modification requests at the City of Camarillo and County of Ventura, are not included in this scope, as at this time, it is uncertain if these hearings will be consolidated with other hearings or handled as individual hearings by the various agencies. As such, these hearings are not included in the project scope at this time, but can be added via a work authorization at a later date if necessary.

Site Plan & Project Description Revisions

The District has requested several revisions to the site plan and the overall project description/project scope. Additionally, the City has also requested additional, minor adjustments to the site plan. We will make all requested changes to the site plan, which include coordinating right of way dedications and future City limits with the City/County, designing and then adding approximately 2,000 – 3,000 S.F. of buildings in the transportation facility to accommodate transportation and food service needs, removal of the northern expansion area

and central campus sports fields from the annexation site plan, and other various adjustments as directed by the District and or City. Any changes to the site plan will require concurrent adjustments to the illustrative site plan and written project description.

Engineering Plans and Reports

Additional budget is requested to respond to extensive comments provided by the City. The Preliminary Grading Plan, Water Study, Sewer Study, and Preliminary Drainage Report all need to be updated. Additionally, the City has requested extensive calculations for wastewater specifically. We are to identify all vacant land along the sewer trunk line between the project site and the wastewater treatment plant in south Oxnard, approximately nine miles away. We are to compute the peak sewer flow rate each will generate using the existing permitted land use designation and assuming each of these vacant properties is fully built out. This is quite a large task and normally something that would be part of the city's sewer master plan already.

We will update all of the engineering plans and reports and provide additional information at City request for the existing offsite utilities and street improvements.

We propose to provide the services described above on a time and materials basis. Our fee estimate for this work is **\$110,200**. Estimated costs are outlined in further detail below. Please note, this figure includes 1) current overages from our last contract amendment and 2) estimated time needed to complete the scope of work described above. Work will be conducted as directed by the school District's representative, Mr. Joel Kirschenstein, unless otherwise indicated by District staff. We will only bill for work actually conducted and will notify you of any anticipated overages. We understand the District's fiduciary responsibility to its students and community members and will be responsible and prudent with expenditure of District funds.

Discipline	Task Description	Estimated Amount
Planning	Planning Application Resubmittal	\$18,300
	Agency Coordination	\$7,200
	Site Plan and Project Description Revisions	\$21,700
Engineering	Prelim Grading Plan, Water Study, Drainage Report	\$45,000
	Offsite Sewer Study	\$18,000
	TOTAL	\$110,200

We request your approval of this contract change order and look forward to continuing to provide civil engineering, planning, and survey services to the Rio School District.

Sincerely,
Jensen Design & Survey, Inc.



Susanne M. Cooper, P.E.
 President

Authorized By:

_____ (Client Representative)

_____ Date

10.18



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of Resolution 23/24-04 for the Notice of Completion for Project #23-02L for the Rio Lindo Classroom HVAC and Electrical from Ardan Construction, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Board Approve Resolution 23/24-04 for the Notice of Completion for Project #23-02L for the Rio Lindo Classroom HVAC and Electrical by Ardan Construction, Inc.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion, Resolution 23/24-04 for work related to RSD Project #23-02L, for the Rio Lindo Classroom HVAC and Electrical by Ardan Construction, Inc. The work was completed by Ardan Construction, Inc. and the Project Manager has confirmed that all contract installation requirements have been satisfied and the project can now be closed.

[Notice of Completion of 23-02L by Balfour Beatty.pdf \(194 KB\)](#)

[Resolution 23-24-04.pdf \(417 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

October 18, 2023

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #23-02L Rio Lindo Classroom HVAC & Electrical. (Rio Lindo Elementary School Recommendation to Request Board Approval for issuance of Notice of Completion For Ardalan Construction Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board Approval for issuance of the Notice of Completion for work related to RSD Project #23-02L Rio Lindo Classroom HVAC & Electrical. (Rio School District). All contract installation requirements have been satisfied by Ardalan Construction, Inc. for Bid #23-02L.

The final contract amount is as follows:

Ardalan Construction, Inc.	Base Agreement	\$1,374,000.00
Ardalan Construction, Inc.	Total Change Order Amount (1)	\$ 16,065.43
FINAL Cost		\$1,390,065.43

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, MBA CPA
Rio School District

RIO SCHOOL DISTRICT
RESOLUTION NO. 23/24-04

**NOTICE OF COMPLETION OF THE RIO LINDO CLASSROOM HVAC AND
ELECTRICAL, PROJECT #23-02L, BY ARDALAN CONSTRUCTION, INC.**

WHEREAS, pursuant to RSD Project No. 23-02L, the Rio School District (“District”) contracted with Ardalan Construction, Inc. for the Rio Lindo Classroom HVAC and Electrical, and

WHEREAS, Contractor subsequently commenced the work on Project No. 23-02L; and

WHEREAS, on October 18, 2023, the project construction manager confirmed that the work for the Project has been closed and certified that the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 23-02L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 18th day of October, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres, President of the Board
of Trustees

10.19



Agenda Item Details

Meeting	Oct 18, 2023 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Notice of Award to Bon Air, Inc. for Project #24-01L for the Rio Del Valle Gym HVAC and Electrical Upgrade.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,372,000.00
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	It is recommended that Bon Air, Inc. be awarded Project #24-01L as lowest bidder for the Rio Del Valle Gym HVAC and Electrical Upgrade.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District received bids for Project #24-01L for the Rio Del Valle Gym HVAC and Electrical Upgrade. The following companies submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 20, 2024. It is recommended that Bon Air, Inc. be awarded the project as the lowest bidder.

CONTRACTOR	BASE BID	TOTAL BID
Bon Air, Inc.	\$1,372,000.00	\$1,372,000.00
Smith MEP	\$1,374,760.00	\$1,374,760.00
Reed Mechanical	\$1,414,000.00	\$1,414,000.00

[Bon Air Bid Package.pdf \(710 KB\)](#)

Administrative Content

Executive Content

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

September 18, 2023

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

Re: RSD Project #24-01L Rio Del Valle Gym HVAC & Electrical Upgrade, Oxnard, Ca.
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received bids for RSD Project #24-01L Rio Del Valle Gym HVAC & Electrical Upgrade, Oxnard, Ca. The following companies submitted bids in the order listed. This Project is tentatively scheduled to be completed by September 20, 2024.

CONTRACTOR	BASE BID	Add Alternate (Not accepted)	Total Bid
<i>Bon Air, Inc.</i>	\$1,372,000.00	n/a	\$1,372,000.00
Smith MEP	\$1,374,760.00	n/a	\$1,374,760.00
Reed Mechanical	\$1,414,000.00	n/a	\$1,414,000.00

It is our recommendation that the Rio School District, per authorization by the Board of Education at its October 18, 2023 board meeting, proceed with issuing a Notice of Award to **Bon Air, Inc.**

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.MBA/CPA

SECTION 00400

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT FOR CONSTRUCTION SERVICES (this "Agreement") is made this **18 day of October 2023**, between **RIO SCHOOL DISTRICT**, a political subdivision of the State of California, hereinafter called the "District," and **Bon Air, Inc.**, hereinafter called the "Contractor." District and Contractor are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

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

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

Rio Del Valle Gym HVAC & Electrical, RSD Project # 24-01L

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

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

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **ONE MILLION, THREE HUNDRED SEVENTY TWO THOUSAND DOLLARS (\$1,372,000.00)**. The Contract Price is based upon the Contractor's Base Bid. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

Division 1 – General Requirements

01 0001	General DSA Requirements
01 1000	Summary
01 2500	Substitution Procedures
01 2600	Contract Modification Procedures
01 2900	Payment Procedures
01 3100	Project Management and Coordination
01 3200	Construction Progress Documentation
01 3300	Submittal Procedures
01 3516	Alteration Project Procedures
01 4000	Quality Requirements
01 4200	References
01 5000	Temporary Facilities and Controls
01 5100	Construction Surveying
01 6000	Product Requirements
01 7300	Execution
01 7700	Closeout Procedures
01 7823	Operation and Maintenance Data
01 7839	Project Record Documents
01 7900	Demonstration and Training

TECHNICAL SPECIFICATIONS

Division 2 – Existing Conditions

02 4119	Selective Demolition
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Division 3 – Concrete

03 0500	Miscellaneous Cast-In-Place Concrete
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Division 4 – 8

Not Used

Division 9 – Finishes

Not Used

Division 10 – 21

Not Used

Division 22 – Plumbing

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

Division 23 – Mechanical

23 0500	Common Work Results for Mechanical
23 0529	Hangers and Support for HVAC Equipment
23 0553	Identification for HVAC Piping and Equipment
23 0593	Testing, Adjusting, and Balancing for HVAC
23 0700	HVAC Insulation
23 1500	Vibration Isolation
23 2300	Refrigerant Piping
23 3000	Split System Heat Pumps
23 3113	Metal Ducts
23 3300	Air Duct Accessories
23 3600	Packaged Heat Pump Units
23 3605	Makeup Air Units
23 3713	Diffusers, Registers, Grilles, and Louvers
23 5600	Air Cleaning

Division 26 – Electrical

26 0000	General Electrical Provisions
26 0030	Tests and Identification
26 0050	Basic Electrical Materials and Methods
26 0051	Common Work Results for Electrical
26 0060	Minor Electrical Demolition for Remodeling
26 0073	Hangers and Supports for Electrical Systems
26 0111	Conduits
26 0120	Conductors
26 0130	Electrical Boxes
26 0142	Nameplates and Warning Signs
26 0170	Disconnects
26 0190	Support Devices

Division 27 – 31

Not Used

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2. A-100 SITE PLAN

MECHANICAL

3. M-100 MECHANICAL NOTES
4. M-101 MECHANICAL SCHEDULES
5. M-201 GYMNASIUM MECHANICAL DEMOLITION FLOOR PLANS
6. M-202 GYMNASIUM MECHANICAL DEMOLITION ROOF PLANS
7. M-301 GYMNASIUM MECHANICAL FLOOR PLANS
8. M-302 GYMNASIUM MECHANICAL ROOF PLANS
9. M-401 MECHANICAL DETAILS
10. M-501 MECHANICAL SECTIONS & ELEVATIONS
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16. E-201 ELECTRICAL SINGLE LINE DIAGRAM
17. E-300 GYM MECHANICAL DEMOLITION POWER PLAN
18. E-301 GYM MECHANICAL POWER PLAN
19. E-302 GYM MECHANICAL ROOF POWER PLAN
20. E-400 ELECTRICAL SCHEDULE FOR MECHANICAL EQUIPMENT
21. E-500 FIRE ALARM SYSTEM CALCULATIONS
22. E-501 FIRE ALARM DATA SHEETS

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

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

- (a) Labor Code Sections 1720, *et seq.*;

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

10. Contractor's License; Department of Industrial Relations Registration. The Contractor must possess throughout the Project a **(B) General Contractors license, and/or (C20) Warm-Air Heating, Ventilating, and Air-Conditioning Contractor**, issued by the State of California, which must be current and in good standing. Contractor shall only employ subcontractors who possess the requisite licenses, which must be current and in good standing.

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

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

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

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

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

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

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

DISTRICT

RIO SCHOOL DISTRICT

1800 Solar, 3rd Floor

Oxnard, Ca 93036

By: _____

Wael Saleh
Assistant Superintendent
of Business Services

CONTRACTOR

Bon Air, Inc.

11340 W. Olympic Blvd, Suite # 302

Los Angeles, Ca. 90064

By: _____

Name: Bahman Hannani
Title: President

(CORPORATE SEAL)

