ANNUAL ORGANIZATIONAL BOARD MEETING
December 15, 2021

Rio School District
Conference Room
1800 Solar Drive
Oxnard, CA 93030

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Cassandra Bautista, President
Eleanor Torres, Clerk
Linda Armas
Edith Martinez-Cortes
Kristine Anderson
Wednesday, December 15, 2021
RSD Annual Organization Board Meeting

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. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC Under Negotiation: Price and Terms of Payment

4.2 Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d) (2) and (e)(1) of section 54956.9; One potential case.

4.3 Public Employee Discipline/Dismissal/Release pursuant to Government Code section 54957

4.4 Public Employee Appointment [Government Code 54957] Title: Middle School Principal


4.6 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 Reconvene Open Session and Closed Session Report

6. Annual Organization

6.1 Election of Board President

6.2 Election of Clerk of the Board

6.3 Certification of Signatures

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees

6.5 Approval of the Board Calendar of Regular Board Meeting for 2022 and revised Board Bylaw 9320 Meetings and Notices

7. Recognitions

7.1 Board Member Recognitions

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, 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. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board’s ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

9. Information

9.1 Business Services Report

9.2 Educational Services Report

9.3 Human Resources Updates

9.4 Annual Developer Fee Report for Fiscal Year 2020/2021

10. Discussion/Action

10.1 Approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas

10.2 Discussion of COVID 19 Related Employee Protocols

10.3 Approval of the First Interim Budget

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Regular Board Meeting of November 17, 2021

11.3 Ratification of the Commercial Warrant for November 5, 2021 through December 2, 2021

11.4 Approval of December Personnel Report

11.5 Approval of Contract Renewal with Lawrence Interactive Media FY 2021/2022

11.6 Approval of the Dates for Open Enrollment FY 2022/2023

11.7 2021-2022 1st Quarter Williams Ventura County Office of Education Activity Report
11.8 Approval of the Educator Effectiveness Block Grant

11.9 Approval of the Stepping Stones Group Agreement for LVN Services January thru June 2022

11.10 Approval of the Contract with Soliant Health for Speech and Language Services

11.11 Approval of the Contract with ProCare Therapy for Speech Pathologist Services

11.12 Approval of Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3

11.13 Approval of Proposal for Materials Testing and Inspection Services for the Rio Del Valle Sports Field Complex Phase 1 from N/V/S per DSA Requirements.

11.14 Approval of CREDIT Change Order from EJS Construction, Project 21-11L, for deleted scope of work at Rio Del Norte.

11.15 Approval of Change Order from Los Angeles Engineering, Project 21-12L, for added and deleted scope of work on the Rio Del Valle Phase 1 Sports Field.

11.16 Approval of Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings

11.17 Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.

12. **Organizational Business**

12.1 Future Meeting Dates: TBD

12.2 Future Items for Discussion

13. **Adjournment**
Agenda Item Details

Meeting  
Dec 15, 2021 - RSD Annual Organization Board Meeting

Category  
4. Closed Session

Subject  
4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: Portion of 2600 N. Rose Avenue, Oxnard, CA (APN: 144-0-110-590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC Under Negotiation: Price and Terms of Payment

Access  
Public

Type  
Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 4. Closed Session
Subject 4.2 Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d)(2) and (e)(1) of section 54956.9; One potential case.
Access Public
Type Discussion

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
The Governing Board will discuss Conference with Legal Counsel – Anticipated Litigation; Significant exposure to litigation pursuant to subdivision (d)(2) and (e) of section 54956.9; One potential case.

Administrative Content

Executive Content
4.3
Agenda Item Details

Meeting  Dec 15, 2021 - RSD Annual Organization Board Meeting
Category  4. Closed Session
Subject  4.3 Public Employee Discipline/Dismissal/Release pursuant to Government Code section 54957
Access  Public
Type  Discussion

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting                     Dec 15, 2021 - RSD Annual Organization Board Meeting
Category                   4. Closed Session
Subject                    4.4 Public Employee Appointment [Government Code 54957] Title: Middle School Principal
Access                     Public
Type                       Action, Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
4.5
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 4. Closed Session

Subject: 4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022; Superintendent' Mid Year Evaluation

Access: Public

Type: Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting  Dec 15, 2021 - RSD Annual Organization Board Meeting
Category  4. Closed Session
Access  Public
Type  Discussion

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 6. Annual Organization
Subject: 6.1 Election of Board President
Access: Public
Type: Action
Fiscal Impact: No
Budgeted: No
Recommended Action: Staff recommends approval

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
The Governing Board will accept nominations for the position of Board President FY 2022.

Administrative Content

Executive Content
Agenda Item Details
Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 6. Annual Organization
Subject: 6.2 Election of Clerk of the Board
Access: Public
Type: Action
Fiscal Impact: No
Budgeted: No
Recommended Action: Staff recommends approval.

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
The Governing Board will accept nominations and vote for the position of the Clerk of the Board FY 2022.

Administrative Content

Executive Content
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 6. Annual Organization

Subject: 6.3 Certification of Signatures

Access: Public

Type: Action

Fiscal Impact: No

Budgeted: No

Recommended Action: Staff recommends the approval of the Certification of Signatures

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Governing Board will vote on the Certification of Signatures for the new board members and current members as well as Signatures of Personnel of the Rio School District authorized to sign checks, salary payments, Notice of Contracts, etc.

**CertofSig1215.pdf (103 KB)**

**Administrative Content**

**Executive Content**
RIO SCHOOL DISTRICT
CERTIFICATION OF SIGNATURES

I, ________________________, Secretary to the Board of Education of the
RioSchool District of Ventura County, California certify that the signatures shown
below are the verified signatures of the members of the Governing Board of the
above-named school district (Part 1). Verified signatures of the person or persons
authorized to sign orders drawn on the funds of the school district, notices of
employment, contracts, etc., appear in Part 2. These certifications are made in
accordance with the provisions of Education Code Sections indicated.* If those
authorized to sign orders shown in Part 2 are unable to do so, the law requires the
signatures of the majority of the Governing Board.

These approved signatures will be considered valid for the period of December,

Date of Board Action: December 15, 2021
Signature: ________________________
Secretary of the Board

PART I

Signature: ________________________
Print/Type: ________________________
President of the Board of Education

Signature: ________________________
Print/Type: ________________________
Clerk of the Board of Education

Signature: ________________________
Print/Type: ________________________
Member of the Board of Education

Signature: ________________________
Print/Type: ________________________
Member of the Board of Education

*K-12 Districts  Community College Districts
42632  85232
42633  85233
PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

Signature

Print/Type: John D. Puglisi, Ph. D
Title: Superintendent
Authorized to Sign: A-G 1-5 inclusive

Signature

Print/Type: Oscar Hernandez
Title: Assistant Superintendent of Educational Services Authorized to Sign: A-G 1-4 inclusive

Signature

Print/Type: Wael Saleh
Title: Assistant Superintendent Business Services Authorized to Sign: A-G 1-5 inclusive

Signature

Print/Type: Rebecca Rocha
Title: Assistant Superintendent of School and Systems Improvement Authorized to Sign: A-G 1-4 inclusive

Signature

Print Type: Veronica Rauschenberger
Title: Director of School and Systems Improvement
Authorized to Sign: G 2 inclusive
Signature
Print/Type: Celeste Perdue
Title: Director of Fiscal Services
Authorized to sign: B-G 2-5 inclusive

Signature
Print Type: Rebecca Rocha
Title: Director of Pupil Support Services
Authorized to Sign: G 2 inclusive

Signature
Print Type: Charles Fichtner
Title: Director of Maintenance and Operations
Authorized to Sign: G. 2-3 inclusive

Signature
Print Type: Lacey Piper
Title: Director of Child Nutrition and Wellness
Authorized to Sign: G. 2-5 inclusive

Signature
Print Type: Jarkko Myllari
Title: Director of Technology
Authorized to Sign: G. 2-5 inclusive

Print Type: Nadia Villapudua
Title: Director of Pupil Personnel Services
Authorized to Sign: G. 2-5 inclusive

Signature
**Agenda Item Details**

**Meeting**  
Dec 15, 2021 - RSD Annual Organization Board Meeting

**Category**  
6. Annual Organization

**Subject**  
6.4 Election of the School Board Representative to Vote in the Election of Members for the County Committee on School District Organization and District Subcommittees

**Access**  
Public

**Type**  
Action

**Fiscal Impact**  
No

**Budgeted**  
No

**Recommended Action**  
Staff recommends approval.

**Public Content**

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

**Rationale:**

The Governing Board will accept nomination and vote for the position of School Board Representative and District Subcommittees.

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**Administrative Content**

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**Executive Content**
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 6. Annual Organization

Subject: 6.5 Approval of the Board Calendar of Regular Board Meeting for 2022 and revised Board Bylaw 9320 Meetings and Notices

Access: Public

Type: Action

Fiscal Impact: No

Budgeted: No

Recommended Action: Staff recommends approval of the Board Calendar of Regular Board Meeting for 2020 and possible revision of Board Bylaw 9320 Meetings and Notices.

Goals:
- Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
- Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 3-Create welcoming and safe environments where students attend and are connected to their school
- Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1-Improved student achievement at every school and every grade in all content areas

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will have the opportunity to revise the meeting days and times they meet for board meetings in 2022. Board Bylaw 9320 will need to be revised to reflect any changes. The Governing Board will also vote to adopt a calendar of meetings for 2022.

Beginning January all board meetings will take place at the new district Office, 1800 Solar Drive, Third Floor, Oxnard, CA.

The following dates are proposed.

January 19, 2022
February 16, 2022
March 16, 2022
April 20, 2022
May 18, 2022
June 22 and 29, 2022
July (Dark)
August 17, 2022
September 21, 2022
October 19, 2022
November 16, 2022
December 14, 2022 (Annual Organizational Meeting)

Closed session at 5:00 p.m. and open session to follow at 6:00 p.m.

Administrative Content

Executive Content
Agenda Item Details
Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 7. Recognitions
Subject: 7.1 Board Member Recognitions
Access: Public
Type: Recognition

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
The governing board will recognize Trustee Bautista for her service as Board President for the 2021 year.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 8. Communications
Subject: 8.4 Superintendent Report
Access: Public
Type: Procedural

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
Superintendent Puglisi will provide an update on:
- Trimester One Update

Administrative Content

Executive Content
Agenda Item Details
Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 9. Information
Subject 9.1 Business Services Report
Access Public
Type Information

Public Content
Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:
Mr. Saleh will provide reports/updates on the following:

- District Boundaries Update
- District Vehicle Relocation Update

Administrative Content

Executive Content
9.2
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 9. Information

Subject: 9.2 Educational Services Report

Access: Public

Type: Information

Goals: Goal 1 - Improved student achievement at every school and every grade in all content areas

Goal 2 - Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- GATE Project Update
- EL Student Achievement Data Report
- Site Plan Completion Timeline
- LCAP Supplemental Update

**Administrative Content**

**Executive Content**
**Agenda Item Details**

**Meeting**  
Dec 15, 2021 - RSD Annual Organization Board Meeting

**Category**  
9. Information

**Subject**  
9.3 Human Resources Updates

**Access**  
Public

**Type**  
Information

**Public Content**

Speaker:  Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID
- Attendance Update

**Administrative Content**

**Executive Content**
9.4
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 9. Information

Subject: 9.4 Annual Developer Fee Report for Fiscal Year 2020/2021

Access: Public

Type: Information

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code Section 66006(b) requires school districts to make public a report on the developer fees within 180 days after the end of the fiscal year. It is required that the Board review the report at a public meeting at least 15 days after the information is available. The attached report was posted December 8, 2021 at the Rio School District, 1800 Solar Drive, Oxnard, Ca 93030 for public information.

On July 1, 2020, the district started the year with a fund balance of $2,318,733.85. The district generated a total revenue of $2,277,711.85. The district spent $778,018.46 on various projects, which is detailed on the attached summary. On June 30, 2021, the district ended with $3,818,427.24 in the fund balance.

[Developer Fee Report Rev..pdf (316 KB)]

**Administrative Content**

**Executive Content**
### Rio School District
#### Annual Developer Fee Report
For the Fiscal Year Ended June 30, 2021

**Beginning Balance as of July 1, 2020**: $2,318,735.85

<table>
<thead>
<tr>
<th>Revenues</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developer Fees- Residential</td>
<td>10,650.98</td>
</tr>
<tr>
<td>Developer Fees- Commercial</td>
<td>1,636,498.59</td>
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<tr>
<td>Redevelopment Agency Fund</td>
<td>616,505.08</td>
</tr>
<tr>
<td>Net Increase(Decrease) in Fair Value</td>
<td>(2,125.00)</td>
</tr>
<tr>
<td>Interest income</td>
<td>16,182.20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>2,277,711.85</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>% To total Spent</th>
<th>Amount Charged to Dev Fees</th>
<th>Total Project Costs</th>
<th>% of Project costs to dev fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technology Equipment &amp; Furniture - New District Office</td>
<td>0.8%</td>
<td>6,225.48</td>
<td>6,225.48</td>
<td>100.00%</td>
</tr>
<tr>
<td>Repairs &amp; Improvements New District Office</td>
<td>9.1%</td>
<td>70,948.31</td>
<td>70,948.31</td>
<td>100.00%</td>
</tr>
<tr>
<td>New Generator Project*</td>
<td>11.3%</td>
<td>87,689.50</td>
<td>93,964.18</td>
<td>93.34%</td>
</tr>
<tr>
<td>Signage for District Office</td>
<td>8.1%</td>
<td>62,860.12</td>
<td>62,860.12</td>
<td>100.00%</td>
</tr>
<tr>
<td>Leases of Classroom Portables-Rio Lindo</td>
<td>3.1%</td>
<td>23,800.00</td>
<td>23,800.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Leases of Classroom Portables-Rio Plaza</td>
<td>1.1%</td>
<td>8,800.00</td>
<td>8,800.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Leases of Classroom Portables-Rio Real</td>
<td>5.9%</td>
<td>45,660.00</td>
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<td>100.00%</td>
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<tr>
<td>Leases of Classroom Portables-Rio Vista</td>
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<td>14,080.00</td>
<td>14,080.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Leases of Classroom Portables-Rio del Norte</td>
<td>1.1%</td>
<td>8,800.00</td>
<td>8,800.00</td>
<td>100.00%</td>
</tr>
<tr>
<td>Modernization - Landscaping/Concrete - Rio Del Valle</td>
<td>7.1%</td>
<td>55,570.92</td>
<td>55,570.92</td>
<td>100.00%</td>
</tr>
<tr>
<td>Oversight - Program Planning - Sage Institute</td>
<td>9.4%</td>
<td>73,500.00</td>
<td>73,500.00</td>
<td>100.00%</td>
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<tr>
<td>MOT Facility</td>
<td>31.3%</td>
<td>243,267.95</td>
<td>243,267.95</td>
<td>100.00%</td>
</tr>
<tr>
<td>Sewer Line Clearing - Rio Lindo</td>
<td>3.0%</td>
<td>23,616.43</td>
<td>23,616.43</td>
<td>100.00%</td>
</tr>
<tr>
<td>Trash Cans and Bench - Rio Vista</td>
<td>1.5%</td>
<td>11,907.99</td>
<td>11,907.99</td>
<td>100.00%</td>
</tr>
<tr>
<td>Survey &amp; Engineering Services - Rio Del Valle</td>
<td>0.8%</td>
<td>6,424.04</td>
<td>6,424.04</td>
<td>100.00%</td>
</tr>
<tr>
<td>Facilities Related Attorney's Fees</td>
<td>4.5%</td>
<td>34,865.72</td>
<td>34,865.72</td>
<td>100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100%</strong></td>
<td><strong>778,018.46</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ending Balance as of June 30, 2021**: $3,818,427.24

* Total cost of generator $300,000 of which 30% paid by Rio/ 70% paid by OUHSD
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting  
Category: 10. Discussion/Action  
Subject: 10.1 Approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas  
Access: Public  
Type: Action  
Recommended Action: Staff recommends approval of Resolution 2122/09 Initiate the Process Establishing Trustee Areas and Election By Trustee Areas

**Public Content**

Speaker: John Pugiisi, Ph.D., Superintendent

**Rationale:**

During the board meeting of November 17th, the Governing Board expressed an interest in redistricting to trustee areas. The approval of the resolution will allow the district to begin the process. Below is a suggested timeline for the process.

- **January 19**  
  - Pre-Map Public Hearing #1, to solicit input from the public

- **February 16**  
  - Pre-Map Public Hearing #2;
  - Adopt resolution regarding criteria to guide the creation of trustee areas

- **February 17 to March 4**  
  - Demographer prepares draft maps
  - Draft maps made available to the public by March 4

- **March 16**  
  - Public Hearing #3, for feedback on draft maps
  - Potential Board direction for additional draft map(s)

- **April 20**  
  - Public Hearing #4
  - Adopt resolution creating trustee areas and changing method of election
  - Public hearing and adoption of resolution seeking waiver from State Board of Education

- **April 21**  
  - Submit adopted resolution to county committee on school district organization
  - Submit waiver application to State Board of Education

- **During the month of May**  
  - County committee conducts public hearing
  - County committee approves map
  - Shape files submitted to County Registrar of Voters

- **July 13-14**  
  - State Board of Education approves election waiver application

**Rio - CVRA Resolution (1).pdf (18 KB)**
Administrative Content

Executive Content
RESOLUTION TO INITIATE THE PROCESS OF ESTABLISHING TRUSTEE AREAS AND ELECTIONS BY-TRUSTEE AREAS

WHEREAS, the Rio School District ("District") currently uses an at-large system of electing its Governing Board members; and

WHEREAS, the Board is aware that under state law an at-large method of election may be deemed to impair the ability of some voters to elect candidates of their choice or to influence the outcome of elections and, therefore, may be subject to challenge under the California Voting Rights Act of 2001, California Elections Code §§ 14025, et seq. ("CVRA"); and

WHEREAS, the Board, based on this awareness, has had an ongoing interest in the issue, and has decided to initiate the process of establishing trustee areas and changing the method of electing members of the Board, in order to ensure compliance with the CVRA or, at minimum, avoid the potential for costly litigation under the CVRA; and

WHEREAS, transitioning to a by-trustee area election method is a time consuming process, which requires public input, the involvement of the Ventura County Committee on School District Organization, and the State Board of Education; and

WHEREAS, the Board intends to complete the process of changing to the by-trustee area election methodology, and hold its initial by-trustee area election of Board members, commencing with the November, 2022 Board election.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby finds the foregoing recitals to be true and correct; and

BE IT FURTHER RESOLVED that the Board directs the Superintendent or his designee to immediately initiate the legal and regulatory process, including the retention of counsel and demographic experts, to establish trustee areas within the District, as provided in Education Code section 5019, in sufficient time for trustee areas to be established for the November, 2022 election of members of the Board; and

BE IT FURTHER RESOLVED that the Board directs the Superintendent or her designee to immediately initiate the legal and regulatory process of changing the method of electing members of the Board, from the current at-large system whereby each member of the Board is elected by the registered voters of the entire District (Education Code section 5030(a)), to a method which provides that Board members residing in each trustee will be elected by the registered voters of that particular trustee area (Education Code 5030(b)), in sufficient time for the new method of electing members of the Board to be in place for the November, 2022 election; and
BE IT FURTHER RESOLVED that the Superintendent or her designee is authorized and directed to initiate the legal and regulatory process to seek a waiver from the State Board of Education, of the requirements of Education Code section 5020 and related statutes, so that action of the Ventura County Committee on School District Organization establishing trustee election areas and adopting one of the alternative methods of electing Board members specified in Education Code section 5030 does not constitute an order of election, so that trustee area elections can commence effective with the November, 2022 election; and

BE IT FURTHER RESOLVED that the Superintendent or her designee attempt to initiate and carry out the legal and regulatory process, including required public hearings, in time for the Board to take final action on a District trustee area map, for submission to the County Committee on School District Organization, at the April or May, 2022 regular meeting of the Board; and

BE IT FURTHER AND FINALLY RESOLVED that the Superintendent is authorized to do all things necessary and proper to accomplish the purposes of this Resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of December, 2021.

________________________________________
President of the Governing Board for the
Rio School District

I, ________________________________, Clerk of the Governing Board of the Rio School District, do hereby certify that the foregoing Resolution was adopted by the Governing Board of said District at a meeting of said Board held on the 15th day of December, 2021, and that it was so adopted by the following vote:

AYES: __________________

NOES: __________________

ABSTAIN: __________________

ABSENT: __________________

________________________________________
Clerk of the Governing Board of the
Rio School District
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 10. Discussion/Action

Subject: 10.2 Discussion of COVID 19 Related Employee Protocols

Access: Public

Type: Action, Discussion

**Public Content**

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

Provide board members the opportunity to discuss the COVID 19 employee related protocols.

**Administrative Content**

**Executive Content**
10.3
Agenda Item Details
Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 10. Discussion/Action
Subject 10.3 Approval of the First Interim Budget for 2021-2022
Access Public
Type Action
Fiscal Impact No
Budgeted No
Budget Source All Funds
Recommended Action Approve the First Interim Budget for 2021/2022
Goals
Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.
Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
Goal 3>Create welcoming and safe environments where students attend and are connected to their school
Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Wael Saleh, Assistant Superintendent, Business Services

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

The First Interim Budget report includes the impact of actual salaries and benefit cost estimates updated to reflect actual staffing and benefit selections. Additionally, revenues have been fine tuned to reflect actual awards. Spending on supplies and services has been updated to reflect the district’s latest spending authorizations.

Additionally, the forecast for 2022-23 and 2023 -2024 have been updated based on the revisions to the 2021-2022 budget projections.
Administrative Content

Executive Content
REVENUES CHART
2021-22 FIRST INTERIM

Local Revenues/Interfund Transfer In
State Revenue 6%
LCFF: State Aid 23%
Federal Revenues 17%
LCFF: Property Tax 15%
LCFF: Supplemental and Concentration 15%
LCFF: Education Protection Account 17%
### RIO SCHOOL DISTRICT

**GENERAL FUND SUMMARY (FUND 01)**

**REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE**

2021-22 Budget Adoption

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td>4822.44</td>
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<td>LCF/ Grant</td>
<td>$44,333,549</td>
<td>$0</td>
<td>$0</td>
<td>$44,333,549</td>
</tr>
<tr>
<td>LCF/ Supplemental/Concentration Grant</td>
<td>$11,644,071</td>
<td>0</td>
<td>0</td>
<td>$11,644,071</td>
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<tr>
<td>Federal Revenues</td>
<td>0</td>
<td>1,049,247</td>
<td>12,334,484</td>
<td>13,383,731</td>
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<tr>
<td>Other State Revenues</td>
<td>1,151,905</td>
<td>448,093</td>
<td>3,768,243</td>
<td>5,368,241</td>
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<tr>
<td>Local Revenues</td>
<td>1,043,931</td>
<td>3,632,875</td>
<td>0</td>
<td>4,676,806</td>
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<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$58,173,456</td>
<td>$5,130,215</td>
<td>$16,102,727</td>
<td>$79,406,398</td>
</tr>
</tbody>
</table>

|                         |              |                   |                      |             |
| **EXPENDITURES**        |              |                   |                      |             |
| Certificated Salaries   | $22,608,689  | $3,054,508        | $1,692,375           | $27,355,572 |
| Classified Salaries     | $6,511,395   | 2,192,244         | 1,856,743            | 10,560,382  |
| Employee Benefits       | $13,231,376  | 2,357,406         | 1,297,419            | 16,886,201  |
| Books and Supplies      | $2,235,607   | 390,026           | 12,795,774           | 15,421,047  |
| Services and Operating Expenses | $4,589,181 | 2,431,409         | 2,174,160            | 9,194,750   |
| Capital Outlay          | 87,868       | 0                 | 50,635               | 138,503     |
| Other Outgo             | 1,510,746    | 0                 | 0                    | 1,510,746   |
| Direct Support/Indirect Costs | (762,262) | 419,132           | (343,130)            |             |
| **TOTAL EXPENDITURES**  | $50,012,600  | $10,425,593       | $20,286,238          | $80,724,431 |

**EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES**

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AND USES</strong></td>
<td>$8,160,856</td>
<td>($5,295,378)</td>
<td>($4,183,511)</td>
<td>($1,318,033)</td>
</tr>
</tbody>
</table>

|                         |              |                   |                      |             |
| **OTHER FINANCING SOURCES/USES** |          |                   |                      |             |
| Interfund Transfer In    | $176,317     | $0                | $0                   | $176,317    |
| Interfund Transfer Out   | 0            | 0                 | 0                    | 0           |
| Other Sources            | 104,988      | 0                 | 0                    | 104,988     |
| Contributions/Flexibility Transfers | (7,409,414) | 5,295,378         | 2,114,036            | 0           |
| **TOTAL OTHER FINANCING SOURCES/USES** | ($7,128,109) | ($5,295,378) | $2,114,036            | $281,305    |

|                         |              |                   |                      |             |
| **NET INCREASE (DECREASE)** |          |                   |                      |             |
| IN FUND BALANCE          | $1,032,747   | $0                | ($2,069,475)         | ($1,036,728) |

<table>
<thead>
<tr>
<th></th>
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<th>Special Education</th>
<th>Categorical Programs</th>
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<tbody>
<tr>
<td><strong>BEGINNING FUND BALANCE</strong></td>
<td>$5,855,604</td>
<td>$0</td>
<td>$2,788,314</td>
<td>$8,648,668</td>
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<table>
<thead>
<tr>
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<th>Categorical Programs</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td><strong>ENDING FUND BALANCE</strong></td>
<td>$6,888,351</td>
<td>$0</td>
<td>$718,839</td>
<td>$7,611,940</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMPONENTS OF ENDING FUND BALANCE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Designated for:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
<td>$5,000</td>
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<tr>
<td>Stores/Prepaid Expenses</td>
<td>25,000</td>
<td>0</td>
<td>0</td>
<td>25,000</td>
</tr>
<tr>
<td>Legally Restricted Routine Maintenance</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Carryover for Unspent Funds</td>
<td>0</td>
<td>0</td>
<td>718,839</td>
<td>718,839</td>
</tr>
<tr>
<td>Total Designations</td>
<td>$30,000</td>
<td>$0</td>
<td>$718,839</td>
<td>$748,839</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>b) Reserve:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Mandated Reserve (3%)</td>
<td>2,421,733</td>
<td>$0</td>
<td>$0</td>
<td>$2,421,733</td>
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<tr>
<td>Unassigned Reserve</td>
<td>4,436,618</td>
<td>0</td>
<td>0</td>
<td>4,436,618</td>
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<tr>
<td><strong>Total Reserve ($)</strong></td>
<td>$6,858,351</td>
<td>$0</td>
<td>$0</td>
<td>$6,858,351</td>
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<tr>
<td><strong>Total Reserve (%)</strong></td>
<td>8.50%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>8.50%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ENDING FUND BALANCE (a + b)</strong></td>
<td>$6,888,351</td>
<td>$0</td>
<td>$718,839</td>
<td>$7,607,191</td>
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Rio School District
2021-22 First Interim Budget
Multi-Year Projection Assumptions

<table>
<thead>
<tr>
<th>Assumption</th>
<th>2021-22</th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected Enrollment</td>
<td>5143</td>
<td>5026</td>
<td>4948</td>
</tr>
<tr>
<td>Projected Attendance Rate</td>
<td>92%</td>
<td>96%</td>
<td>96%</td>
</tr>
<tr>
<td>Projected Average Daily Attendance (ADA)</td>
<td>4730</td>
<td>4822</td>
<td>4748</td>
</tr>
<tr>
<td>Funded ADA *</td>
<td>5130</td>
<td>4822</td>
<td>4822</td>
</tr>
<tr>
<td>Cost of Living Adjustments</td>
<td>5.07%</td>
<td>2.48%</td>
<td>3.11%</td>
</tr>
<tr>
<td>LCFF Calculator</td>
<td>FCMAT</td>
<td>FCMAT</td>
<td>FCMAT</td>
</tr>
<tr>
<td>One Time Funds</td>
<td>$ 10,553,245</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Restricted Lottery Revenues Per ADA</td>
<td>$ 65</td>
<td>$ 65</td>
<td>$ 65</td>
</tr>
<tr>
<td>Unrestricted Lottery Per ADA</td>
<td>$ 163</td>
<td>$ 163</td>
<td>$ 163</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Step and Column Adjustments</td>
<td>Actual Cost</td>
<td>1.50%</td>
<td>1.50%</td>
</tr>
<tr>
<td>Salary Increases/Settlements</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Certificated Changes</td>
<td>None</td>
<td>17 FTE Less</td>
<td>None</td>
</tr>
<tr>
<td>Classified Staffing Changes</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Administrator Staffing Changes</td>
<td>None</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>STRS</td>
<td>16.92%</td>
<td>19.10%</td>
<td>19.10%</td>
</tr>
<tr>
<td>PERS</td>
<td>22.91%</td>
<td>26.00%</td>
<td>26.00%</td>
</tr>
<tr>
<td>Cost of Health Increase</td>
<td>Actual Cost</td>
<td>5%</td>
<td>5%</td>
</tr>
<tr>
<td>One Time Funds in Expenditures</td>
<td>12,299,628</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Utilities</td>
<td>Included</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>
## Projected Budget Adjustments
### 2021-22
#### First Interim

<table>
<thead>
<tr>
<th></th>
<th>2022-23</th>
<th>2023-24</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduce LCAP Expenditures as</td>
<td>(1,539,595)</td>
<td>(2,352,542)</td>
</tr>
<tr>
<td>Supp/Conc Revenues Goes down</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 Certificated FTE Less</td>
<td>(1,700,000)</td>
<td>(1,700,000)</td>
</tr>
<tr>
<td>8 FTE back from COVID</td>
<td>800,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Savings from ESSER III</td>
<td>(475,000)</td>
<td>(475,000)</td>
</tr>
<tr>
<td>Savings from Additional Concentration Grant</td>
<td>(800,000)</td>
<td>(800,000)</td>
</tr>
<tr>
<td><strong>Total Other Adjustments</strong></td>
<td>(3,714,595)</td>
<td>(4,527,542)</td>
</tr>
<tr>
<td>Description</td>
<td>2021-22 First Interim</td>
<td>2022-23</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>-----------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Funded Average Daily Attendance</td>
<td>5,130</td>
<td>4,822</td>
</tr>
<tr>
<td><strong>A Revenues and Other Financing Sources:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 LCFF: Base Grant</td>
<td>$44,333,549</td>
<td>$42,438,845</td>
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<tr>
<td>LCFF: Suppl/Concent</td>
<td>11,644,071</td>
<td>10,104,476</td>
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<tr>
<td>2 Federal Revenues</td>
<td>13,383,731</td>
<td>3,085,781</td>
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<tr>
<td>3 Other State Revenues</td>
<td>5,368,241</td>
<td>5,184,801</td>
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<td>4 Other Local Revenues</td>
<td>4,676,806</td>
<td>4,676,806</td>
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<tr>
<td>5 Other Financing Sources</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Transfer in from Other Funds</td>
<td>281,305</td>
<td>107,088</td>
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<tr>
<td>7 Total Revenues and Other Financing Sources</td>
<td>79,687,703</td>
<td>65,597,797</td>
</tr>
<tr>
<td><strong>B Expenditures and Other Financing uses:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Certificated Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Base Salaries</td>
<td>27,355,572</td>
<td>27,355,572</td>
</tr>
<tr>
<td>b. Projected Step and Column Adjustment</td>
<td>389,617</td>
<td>395,481</td>
</tr>
<tr>
<td>c. Cost of Living Adjustment</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>d. Other Adjustments</td>
<td>(1,381,093)</td>
<td></td>
</tr>
<tr>
<td>e. Total Certificated Salaries</td>
<td>27,355,572</td>
<td>26,364,086</td>
</tr>
<tr>
<td>2 Classified Salaries</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Base Salaries</td>
<td>10,560,382</td>
<td>10,560,382</td>
</tr>
<tr>
<td>b. Projected Step and Column Adjustment</td>
<td>147,973</td>
<td>150,192</td>
</tr>
<tr>
<td>c. Cost of Living Adjustment</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>d. Other Adjustments</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>e. Total Classified Salaries</td>
<td>10,560,382</td>
<td>10,012,829</td>
</tr>
<tr>
<td>3 Employee Benefits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. STRS</td>
<td>4,359,732</td>
<td>4,535,280</td>
</tr>
<tr>
<td>b. PERS</td>
<td>2,435,164</td>
<td>2,603,335</td>
</tr>
<tr>
<td>c. FICA and Medicare</td>
<td>1,231,221</td>
<td>1,148,261</td>
</tr>
<tr>
<td>d. Health and Welfare</td>
<td>6,634,903</td>
<td>6,966,848</td>
</tr>
<tr>
<td>e. Unemployment</td>
<td>182,177</td>
<td>231,671</td>
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<tr>
<td>f. Worker Comp</td>
<td>772,648</td>
<td>723,897</td>
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<tr>
<td>g. Retiree Benefits</td>
<td>1,230,356</td>
<td>1,248,811</td>
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<tr>
<td>h. Cost of Living Adjustments</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>i. Other Benefits</td>
<td>40,000</td>
<td>40,000</td>
</tr>
<tr>
<td>j. Total Benefits</td>
<td>16,886,201</td>
<td>17,497,904</td>
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<tr>
<td>4 Books and Supplies</td>
<td>15,421,407</td>
<td>7,242,682</td>
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<tr>
<td>5 Services and Other Operating Expenditures</td>
<td>9,194,750</td>
<td>8,538,210</td>
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<tr>
<td>6 Capital Outlay</td>
<td>138,503</td>
<td>138,503</td>
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<tr>
<td>7 Other outgo</td>
<td>1,510,746</td>
<td>1,510,746</td>
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<tr>
<td>8 Indirect costs</td>
<td>(343,130)</td>
<td>(200,000)</td>
</tr>
<tr>
<td>9 Other Financing Uses</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>10 Proposed Budget Cuts</strong></td>
<td>-</td>
<td></td>
</tr>
<tr>
<td><strong>11 Total Expenditures and Financing Uses</strong></td>
<td>80,724,431</td>
<td>67,390,385</td>
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<tr>
<td><strong>C Net Increase (Decrease) in Fund Balance</strong></td>
<td>$(1,036,728)</td>
<td>$(1,752,553)</td>
</tr>
<tr>
<td><strong>D Fund Balance</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Net Beginning Balance</td>
<td>8,643,918</td>
<td>7,607,190</td>
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<tr>
<td>Total Components of Ending Fund Balance</td>
<td>$7,607,190</td>
<td>$5,814,602</td>
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<tr>
<td><strong>E Available Reserves - Unrestricted Only</strong></td>
<td></td>
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</tr>
<tr>
<td>General Fund:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Revolving Cash/Stores</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Legally Restricted/Carryover</td>
<td>718,839</td>
<td>(0)</td>
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Agenda Item Details
Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 11. Consent
Subject 11.2 Approval of the Minutes of the Regular Board Meeting of November 17, 2021
Access Public
Type Minutes
Minutes View Minutes for Nov 17, 2021 - RSD Regular Board Meeting

Public Content
Speaker: John Puglisi, Superintendent

Rationale:

Staff recommends approval of the Minutes of November 17, 2021.

Min11172021.pdf (56 KB)

Administrative Content

Executive Content
Members present
Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

1. Open Session 5:00 p.m.
1.1 Call to Order
President Bautista called the meeting to order at 5:00 p.m.

1.2 Pledge of Allegiance
President Bautista led the pledge of allegiance.

1.3 Roll Call
Trustee Anderson called the roll, President Bautista and Trustees Torres, Anderson and Armas were present. Trustee Martinez-Cortes arrived at 5:08 p.m.

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications
President Bautista acknowledged the correction of the Revised Minutes of the Regular Board Meeting of October 20, 2021.

2.2 Approval of the Agenda
Staff recommends approval as presented

Motion by Linda Armas, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

3. Public Comment-Closed Session
3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.
Public comments were heard from Ryan Delaway and Christie Henggler.

President Bautista adjourned the meeting into closed session at 5:09 p.m.

4. Closed Session
4.1 Conference with Legal Counsel – Potential Litigation; Significant exposure to litigation pursuant to subdivision (d) (2) and (e) of section 54956.9; One potential case.


5. Reconvene Open Session 6:00 p.m.
Information: 5.1 Report of Closed Session
President Bautista reconvened the meeting into open session at 6:04 p.m.

President Bautista reported no action took place during closed session and they would return to closed session at the end of the regular meeting.

6. In Memoriam
7. Communications
7.1 Acknowledgement of Correspondence to the Board
Trustee Armas acknowledged an email sent to the board by a staff member. President Bautista also commented.

7.2 Board Member Reports
Board member reports were heard from Trustee Armas and Anderson.

7.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Marisela Valdez, President of Rio Teachers' Association.

7.4 Superintendent Report
Superintendent Puglisi gave a brief description of the 2021/2022 District Goals. These goals will be voted on in open session.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, 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. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on
topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

8. Information
8.1 Business Services Report
Wael Saleh, Assistant Superintendent of Business Services, presented a brief report on Facilities projects and progress. Two of the reports will be moved for information at the next meeting.

8.2 Educational Services Report
Oscar Hernandez, Assistant Superintendent of Educational Services, presented information on ELPAC Results, Afterschool Program Enrollment and the GATE Survey Results.

8.3 Human Resources Updates
Rebecca Rocha, Director of Human Resources, presented a COVID update.

9. Discussion/Action
9.1 District Goals 2021/2022 Adoption
Staff recommends approval of the RSD District Goals.

Motion by Eleanor Torres, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

9.2 Approval of Leader in Me Contract for Rio Real School and District-wide Membership
Staff recommends board approval of the Leader in Me Contract and memberships.

Motion by Cassandra Bautista, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista
No: Kristine Anderson

10. Consent
10.1 Approval of the Consent Agenda
Staff recommends approval of the Consent Agenda, as presented.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson
10.2 Approval of the Minutes of the Regular Board Meeting of October 20, 2021

10.3 Ratification of the Commercial Warrant for October 6, 2021 through November 4, 2021

10.4 Approval of October Personnel Report

10.5 Approval of November Personnel Report

10.6 Contract with Kern County Superintendent of Schools

10.7 Approval of the Memorandum of Understanding between the Rio School District and California Partnership for Achieving Student Success (CAL-PASS Plus)

10.8 Approval of Resolution No. 21/22-08 for the Notice of Completion of Project #21-10L, Campus Wide Fire Alarm at Rio Plaza Elementary School by Venco Electric.

10.9 Approval of Change Order #1 from Venco Electric Project #20-09L for the Campus Wide Fire Alarm at Rio Real for added work

10.10 Approval of Change Order #1 from Los Angeles Engineering, Inc. for added work to the Rio Del Valle Sports Field as amendment to their contract.

10.11 Approval of Change #2 from Venco Electric for the added work on Project 21-10L, Campus Wide Fire Alarm at Rio Plaza

10.12 Approval of Change Order #1 from NV5 West for the Classroom Ceilings at Rio Del Norte, Project 21-11L

11. Organizational Business
11.1 Future Items for Discussion
The Governing Board did not request any further information at this time.

President Bautista adjourned the meeting back into closed session at 7:42 p.m.

11.2 Future Meeting Dates: Annual Organizational Meeting, December 15, 2021

12. Adjournment
12.1 Adjournment
President Bautista reconvened the meeting back into open session at 9:40 p.m.

President Bautista reported no action took place during closed session and adjourned the meeting at 9:40 p.m.
Approved on this 15th day of December, 2021.

John Puglisi, Ph.D., Secretary                        Date

Eleanor Torres, Clerk of the Board                     Date
Agenda Item Details

Meeting       Dec 15, 2021 - RSD Annual Organization Board Meeting
Category      11. Consent
Subject       11.3 Ratification of the Commercial Warrant for November 5, 2021 through December 2, 2021
Access        Public
Type          Action (Consent)
Fiscal Impact Yes
Dollar Amount 2,485,877.39
Budgeted      Yes
Budget Source Various Funds as listed below.

Recommended Action It is recommended that the Ratification of the Commercial Warrant be approved for the period November 5, 2021 through December 2, 2021

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The District processed payments to vendors since the last meeting of the Governing Board for a total amount of $2,485,877.39 which includes processing payments for all funds of the District in the following amounts for the period November 5, 2021 through December 2, 2021.

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Monthly Board Report of Checks 11-05-21 to 12-02-21 (1).pdf (107 KB)
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.
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Total Amount: 223,849.71

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Total Number of Checks: 11

Total Amount: 1,401,503.66

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Total Number of Checks: 1

Total Amount: 13,218.98

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
### Checks Dated 11/05/2021 through 12/02/2021

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**Total Number of Checks**

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**Total Number of Checks**

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### Fund Recap

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<td>Cafetería Fund</td>
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<td>251</td>
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**Total Number of Checks**

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**Less Unpaid Tax Liability**

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**Net (Check Amount)**

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Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.4 Approval of December Personnel Report

Access: Public

Type: Action (Consent)

Preferred Date: Dec 15, 2021

Absolute Date: Dec 15, 2021

Recommended Action: Staff recommends approval of the monthly personnel report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

PERS Report - December 15, 2021.pdf (64 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
December 15, 2021

Certificated Personnel Report

Certificated Resignation:
Young, Katy, Teacher, Rio del Mar, (1.0 FTE) effective 12/17/2021
Granado, Lianna, Teacher, Rio del Sol, (0.50 FTE) effective 12/17/2021
Cocking, Amanda, Teacher, Rio del Sol, (1.0 FTE) effective 01/07/2022
Strasswky, Christina, Resource Teacher, Rio del Sol (0.50 FTE) Rio Real (0.50 FTE) effective 11/15/2021

Classified Personnel Report

Classified Involuntary Transfer:
Ceron, Joceline, from Instructional Assistant/Sped, (5.75) hrs, Rio Rosales to Instructional Assistant/Sped, (5.75) hrs, Rio Plaza effective 10/7/2021
Ponce, Nayada, from Instructional Assistant/Sped, (5.75) hrs, Rio Del Norte to Instructional Assistant/Sped, (5.75) hrs, Rio Del Sol effective 10/7/2021

Classified Leave of Absence:
Gomez, Dulce, Campus Supervision Assistant, (4.5) hours, Rio Del Mar, effective 11/16/21 - 2/15/22

Classified Promotion:
Carrillo-Lievanos, Anna, from Student & Family Support Specialist, (5) hours, Rio Del Sol to Student & Family Support Specialist, (5.75) hours, Rio Del Sol, effective 12/2/21
Fernandez, Melissa, from Campus Supervision Assistant, Rio Rosales (3.5) hours to Campus Supervision Assistant, Rio Rosales (4.5) hours, effective 11/29/21
Landeros, Sonia, from Food Service Worker I, (3) hours, Rio Real, to Food Service Worker I, (4.25) hours, Rio Del Valle, effective 11/29/21
Rosales, Brenda, from Student & Family Support Specialist, (5.75) hours, Rio Vista to Instructional Assistant/Sped, (5.75) hours, Rio Plaza, effective 11/15/21.

Classified Ratification of Employment:
Hernandez, Ana, Student Family & Support Specialist, (5.75) hours, Rio Real, effective 11/17/21
Magana, Antonio, Grounds Worker I, (8) hours, MOT, effective 11/10/21
Perez, Angelita, Food Service Worker I, (2) hours, Rio Lindo, effective 11/29/21

Classified Resignation:
Poleshek, Elenita, Instructional Assistant/Special Education, (5.75) hours, Rio Rosales, effective 12/3/21

Classified Saturday Language Academy Employment:
Villagomez, Celine, Instructional Assistant (5) hours, Rio Plaza, effective 11/13/21 - 5/7/22

Classified Voluntary Transfer:
Williams, Rose, from Food Service Worker I, (4.25) hours, Rio Del Mar to Food Service Worker I, (4.25) hours, Rio Rosales., effective 11/18/21

Short Term Employment:
Villagomez, Celine, Instructional Assistant, Saturday School, (5) hours, Rio Plaza, effective 11/13/21 - 5/7/22
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 11. Consent
Subject: 11.5 Approval of Contract Renewal with Lawrence Interactive Media FY 2021/2022
Access: Public
Type: Action (Consent)
Dollar Amount: 41,378.00
Budgeted: Yes
Budget Source: General Fund
Recommended Action: Staff recommends approval of the Contract Renewal with Lawrence Media FY 2021/2022
Goals: Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Lawrence Interactive Media will provide a redesign and redevelop Rios nine school sites.

Estimate_00617_from_Wolf_Media.pdf (25 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.
<table>
<thead>
<tr>
<th>CATEGORY</th>
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<th>QTY</th>
<th>RATE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Web Development</td>
<td>REDESIGN / REDEVELOPMENT - 9 RIO SCHOOLS WEBSITES (Redesign, rebuild, improve, fix and relaunch websites in similar design style as district site) • Create new mock-up of a redesigned school site (proof of concept) • Spin up Development servers for new build • Design new Headers, Footers, Siderbars, Titlebars, Menus • Improve navigation of menus, links, and page hierarchy • Optimize all images, and fix image loading issues • Integration of new Theme, Page Builder • Improve overall site speed and efficiency • Improve Mobile &amp; tablet navigation and access • Add ACCESSIBILITY features to be ADA compliant • Consolidate duplicate pages • Remove all previous page builder shortcode • Rebuild every page and post in the new pagebuilder • Fix broken links</td>
<td>9</td>
<td>5,300.00</td>
<td>47,700.00</td>
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<tr>
<td>Web Development</td>
<td>REDESIGN / REDEVELOPMENT - RIO DISTRICT SITE (This has been completed and 90% has been paid in last year's budget) • Create new mock-up of a redesigned district site (proof of concept) • Spin up Development servers for new build • Design new Headers, Footers, Siderbars, Titlebars, Menus • Improve navigation of menus, links, and page hierarchy • Optimize all images, and fix image loading issues • Integration of new Theme, Page Builder • Improve overall site speed and efficiency • Improve Mobile &amp; tablet navigation and access • Add ACCESSIBILITY features to be ADA compliant • Consolidate duplicate pages • Remove all previous page builder shortcode • Rebuild every page and post in the new pagebuilder • Fix broken links</td>
<td>0.10</td>
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The following contract includes a 15% preferred education discount.

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<td>SUBTOTAL</td>
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<td>$41,378.00</td>
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</table>

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)
Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.6 Approval of the Dates for Open Enrollment FY 2022/2023

Access: Public

Type: Action (Consent)

Preferred Date: Dec 15, 2021

Absolute Date: Dec 15, 2021

Fiscal Impact: No

Recommended Action: Staff recommends approval of the open enrollment dates for the 2022-2023 school year.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Educational Services and Human Resources is providing the board with the 2022-2023 Open Enrollment dates. Families will be able to request intra-district transfers during this open enrollment window.

A copy of the application is attached for review.

[Open Enrollment Letter 2022.docx.pdf (356 KB)]

**Administrative Content**

**Executive Content**

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*
January 15, 2022

The Rio School District will be accepting applications for Open Enrollment, Intra District transfers, between February 14th and March 26th, 2022. Intra district transfers are transfers requested by resident district students who wish to enroll at a school site different than their resident area school.

If you want your child to attend another school within the Rio School District, you must complete the required application. The application will not be mailed, but can be picked up at the District Office located at 1800 Solar Drive., Oxnard, CA 93030 and is available online at the District Office website www.rioschools.org. If you want your children to continue attending their home school you do not need to fill out an open enrollment form.

Please note the timeline below:

February 14, 2022    Intra-district Open Enrollment Applications are available at the District Office.
March 26, 2022      Deadline for all applications. Applications must be received at the District Office by 4:30 p.m.
June 2022           Parents will be notified of the status of their application by mail.

The application form contains all of the necessary information for those choosing open enrollment. One application per child must be completed.

If you have any questions concerning Intra district transfers, please contact Maria Rivera, at 805.485.3111 ext. 2132.

Sincerely,

Veronica Rauschenberger
Director of School and System Improvement
15 de enero 2022

El Distrito Escolar Rio estará aceptando solicitudes para la Inscripción Abierta, Transferencias dentro del Distrito, entre el 14 de febrero al 26 de marzo del 2022. Las transferencias dentro del distrito son transferencias solicitadas para estudiantes residentes del distrito que desean inscribirse en una escuela distinta a su escuela de área de residencia.

Si desea que su hijo asista a otra escuela dentro del Distrito Escolar Rio, debe completar la solicitud requerida. La solicitud no se envía por correo, pero puede recogerla en la Oficina del Distrito ubicada en 1800 Solar Drive Ste. 100, Oxnard, CA 93030 y está disponible en la red en el sitio web del Distrito, www.rioschools.org. Si desea que sus hijos sigan asistiendo a su escuela de residencia, no necesita llenar una solicitud de inscripción abierta.

Por favor vea la línea de tiempo de abajo:

14 de febrero 2022  Solicitudes de Transferencia dentro del Distrito e Inscripción Abierta están disponibles en la Oficina del Distrito.

26 de marzo 2022  Fecha límite para todas las solicitudes. Las solicitudes se deben entregar en la Oficina del Distrito antes de las 4:30 p.m.

Junio 2022  Padres serán notificados del estado de su solicitud por correo.

El formulario de solicitud contiene toda la información necesaria para aquellos que elijan la inscripción abierta. Se debe completar una solicitud por niño.

Si tiene preguntas sobre las transferencias dentro del distrito, por favor comuníquese con María Rivera, al 805-485-3111 ext. 2132.

Atentamente,

Veronica Rauschenberger
Dir. ³ De Mejoramiento de Escuelas y Sistemas
11.7
Agenda Item Details

Meeting Dec 15, 2021 - RSD Annual Organization Board Meeting
Category 11. Consent
Subject 11.7 2021-2022 1st Quarter Williams Ventura County Office of Education Activity Report
Access Public
Type Action (Consent)
Fiscal Impact No
Budgeted No
Budget Source Not applicable
Recommended Action Staff recommends approval of the VCOE 1st quarter Williams report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The County Superintendent of School is required by California Education Code Section 1240 to report on a quarterly basis, the results of Williams Lawsuit settlement visits to the school district governing board with schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index. The attached report reflects our Williams related visits and activities completed during the 1st quarter of fiscal year 2021-2022.

During the first four weeks of the 2021-2022 school year, County Office of Education inspectors visited the following Williams schools (Rio del Norte, Rio Lindo, Rio Plaza, Rio Real, Rio Rosales, Rio del Valle and Rio Vista) to determine if sufficient textbooks or instructional materials were available and to assess the condition of the school facilities.

In summary, the inspection process found that the students in Rio School District have access to sufficient textbooks and/or instructional materials and the condition of the school facilities were in compliance.

Rio Q1 Williams Report.pdf (82 KB)

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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Ventura County Office of Education  
Quarter 1 Williams Report  
2021-22 Fiscal Year

The County Superintendent of School is required by California Education Code Section 1240 to report on a quarterly basis the results of Williams Lawsuit settlement visits to the school district governing board with schools ranked in deciles 1 - 3 of the 2012 Academic Performance Index to ensure compliance by determining:

- Instructional Materials - All students, in grades TK-12, have access to standards-aligned textbooks or instructional materials in the four core subject areas of English language arts, mathematics, history/social science, science and additionally in grade 9-12 foreign languages, health and appropriate science laboratory equipment.

- Facilities - All classrooms and amenities are safe, clean and functional.

This report does not include the review of teacher assignments and vacancies, audit findings related to Williams Settlement, and the annual School Accountability Report Cards (SARC). These reviews will be included in the annual report.

### July - September 2021 Visitation Period

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<td>Rio Lindo Elementary</td>
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<td>Rio Real Elementary</td>
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<tr>
<td>Rio Rosales Elementary</td>
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<td>Rio del Valle Middle School</td>
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<tr>
<td>Rio Vista Middle School</td>
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Agenda Item Details

Meeting      Dec 15, 2021 - RSD Annual Organization Board Meeting
Category     11. Consent
Subject      11.8 Approval of the Educator Effectiveness Block Grant
Access       Public
Type         Action (Consent)
Fiscal Impact No
Dollar Amount 1,144,315.00
Budgeted     No
Budget Source Not applicable
Recommended Action Staff recommends board approval of Educator Effectiveness Grant.

Public Content

Speaker: Oscar Hernandez, Asst. Superintendent of Ed. Services

Rationale:

The Educator Effectiveness Block Grant is a one time funding provided to districts and county offices to provide professional development for teachers, administrators, paraprofessionals, and classified to promote educator equity, quality, and effectiveness.

RSD held a public meeting with stakeholders to receive feedback. A survey was also shared with stakeholders. Below is a list of allowable uses:

1. Coaching and Mentoring of staff serving in an instructional setting and/or beginning teacher administrator induction, including coaching and mentoring solutions that address a local need for teachers that can serve populations with a focus on retaining teachers as well as offering structure feedback and coaching systems organized around social-emotional learning, promoting self awareness, self-management, relationships and responsible decision-making.
2. Programs that lead to effective, standards-aligned instruction and improved instruction in literacy across all subject areas, including English Language arts, history-social science, science, technology, engineering, mathematics and computer science.
3. Practices and strategies that reengage pupils and lead to accelerated learning.
4. Strategies to implement social -emotional learning, trauma-informed practices, suicide prevention, access to mental health services, etc...
5. Practices to create a positive school climate, such as restorative justice, training around implicit bias: provide positive behavioral supports, multi-tiered systems of support, transforming site’s culture, etc...
6. Strategies to improve inclusive practices such as universal design for learning, best practices
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.
Educator Effectiveness Block Grant 2021

<table>
<thead>
<tr>
<th>Local Educational Agency (LEA) Name</th>
<th>Contact Name and Title</th>
<th>Email and Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rio Elementary School District</td>
<td>John Puglisi</td>
<td><a href="mailto:jpuoglisi@rioschools.org">jpuoglisi@rioschools.org</a></td>
</tr>
<tr>
<td></td>
<td>Superintendent</td>
<td>(805) 485-3111</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total amount of funds received by the LEA:</th>
<th>Date of Public Meeting prior to adoption:</th>
<th>Date of adoption at public meeting:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,144,315.00</td>
<td>12/06/2021</td>
<td></td>
</tr>
</tbody>
</table>

EC 41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021–22 fiscal year to the 2025–26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114–95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

(1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills.
improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides funding for new teacher/administrator induction which includes mentor teacher stipends and stipend for district facilitator of new teacher professional development</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides substitute, materials and coordination funding for NICs (Network Improvement Communities) to develop and engage in improvement science for supporting meaningful classroom teaching experiences including feedback systems which promotes improved teaching ex. Math NIC, Literacy NIC, Science NIC, IBID, Language</td>
<td></td>
<td></td>
<td>15,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>15,000.00</td>
<td>0.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>75,000.00</td>
</tr>
</tbody>
</table>

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide professional development and activities supporting the implementation of evidence based strategies and foundational literacy strategies which support academic achievement in state standards. This includes planning and organizing teacher professional development, materials and substitutes.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides funding for additional fees, hours/stipends for coordination of professional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Educator Effectiveness Block Grant 2021 for Rio Elementary School District
<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>learning, conference fees and contracts with outside organizations to support professional development</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Provides funding for expanded TOSA support and coaching at all schools (additional two years)</td>
<td></td>
<td></td>
<td></td>
<td>300,000</td>
<td>300,000</td>
<td>600,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>375,000.00</td>
<td>375,000.00</td>
<td>750,000.00</td>
</tr>
</tbody>
</table>

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provides funding for professional development related to SEL, trauma-informed practices, suicide prevention and other approaches that improve pupil well-being - expanded COSA support, includes travel, food, hotel and conference fees</td>
<td></td>
<td></td>
<td></td>
<td>75,000</td>
<td>75,000</td>
<td>150,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>75,000.00</td>
<td>75,000.00</td>
<td>150,000.00</td>
</tr>
</tbody>
</table>

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite’s culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.
### Planned Activity

| Professional development for certificated and classified staff to support positive school climate, positive behavioral supports and multitiered systems of support which prevents discrimination, bullying and helps to support a positive school culture which values diverse cultural and ethnic backgrounds - include conference, travel and presenter fees |
|---|---|---|---|---|---|---|
| Budgeted 2021-22 | Budgeted 2022-23 | Budgeted 2023-24 | Budgeted 2024-25 | Budgeted 2025-26 | Total Budgeted per Activity |
| 0.00 | 0.00 | 10,000.00 | 10,000.00 | 10,000.00 | 30,000.00 |

**Subtotal**: 30,000.00

### Planned Activity

| (6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs |
|---|---|---|---|---|---|---|
| Budgeted 2021-22 | Budgeted 2022-23 | Budgeted 2023-24 | Budgeted 2024-25 | Budgeted 2025-26 | Total Budgeted per Activity |
| 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

**Subtotal**: 0.00

### Planned Activity

| (7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency |
|---|---|---|---|---|---|---|
| Professional development in pedagogy and effective practices of Spanish instruction to support cross linguistic transfer across all content areas - includes conference and travel fees, substitutes and presenter fees |
| Budgeted 2021-22 | Budgeted 2022-23 | Budgeted 2023-24 | Budgeted 2024-25 | Budgeted 2025-26 | Total Budgeted per Activity |
| 0.00 | 15,000 | 15,000 | 15,000 | 15,000 | 60,000.00 |

Integrated and designated ELD professional development across all content areas - includes funding to support substitutes, planning time and extra pay for professional development outside of the work day |

| Budgeted 2022-23 | Budgeted 2023-24 | Budgeted 2024-25 | Budgeted 2025-26 | Total Budgeted per Activity |
| 20,000 | 20,000 | 40,000.00 |
(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>15,000.00</td>
<td>15,000.00</td>
<td>35,000.00</td>
<td>35,000.00</td>
<td>100,000.00</td>
</tr>
</tbody>
</table>

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional development and support for planning and development of expanded transitional kindergarten program - includes conference fees, travel costs, planning time, etc.</td>
<td></td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Certificated and Classified support staff professional development in strategies to engage and support learning and positive behavior of students in early childhood education to support transitional kindergarten expansion and kindergarten in the district</td>
<td></td>
<td>5,000</td>
<td>5,000</td>
<td>5,000</td>
<td>4,315</td>
<td>19,315.00</td>
</tr>
<tr>
<td>Planned Activity</td>
<td>Budgeted 2021-22</td>
<td>Budgeted 2022-23</td>
<td>Budgeted 2023-24</td>
<td>Budgeted 2024-25</td>
<td>Budgeted 2025-26</td>
<td>Total Budgeted per Activity</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>Subtotal</td>
<td>0.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>9,315.00</td>
<td>39,315.00</td>
</tr>
</tbody>
</table>

**Summary of Expenditures**

<table>
<thead>
<tr>
<th>Planned Activity</th>
<th>Budgeted 2021-22</th>
<th>Budgeted 2022-23</th>
<th>Budgeted 2023-24</th>
<th>Budgeted 2024-25</th>
<th>Budgeted 2025-26</th>
<th>Total Budgeted per Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal Section (1)</td>
<td>0.00</td>
<td>15,000.00</td>
<td>0.00</td>
<td>30,000.00</td>
<td>30,000.00</td>
<td>75,000.00</td>
</tr>
<tr>
<td>Subtotal Section (2)</td>
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<td>375,000.00</td>
<td>750,000.00</td>
</tr>
<tr>
<td>Subtotal Section (3)</td>
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<td>0.00</td>
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<tr>
<td>Subtotal Section (4)</td>
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<td>75,000.00</td>
<td>75,000.00</td>
<td>150,000.00</td>
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<tr>
<td>Subtotal Section (5)</td>
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<td>0.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>30,000.00</td>
</tr>
<tr>
<td>Subtotal Section (6)</td>
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<tr>
<td>Subtotal Section (7)</td>
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<tr>
<td>Subtotal Section (8)</td>
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<td>0.00</td>
</tr>
<tr>
<td>Subtotal Section (9)</td>
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<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Subtotal Section (10)</td>
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<td>10,000.00</td>
<td>35,000.00</td>
<td>535,000.00</td>
<td>534,315.00</td>
<td>1,144,315.00</td>
</tr>
<tr>
<td>Totals by year</td>
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<td>40,000.00</td>
<td>35,000.00</td>
<td>535,000.00</td>
<td>534,315.00</td>
<td>1,144,315.00</td>
</tr>
</tbody>
</table>

**Total planned expenditures by the LEA:**

1,144,315.00

**Note:**
Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:
- specific purchases made;
- the number of the following educators who received professional development:
  - Teachers;
  - Administrators;
  - Paraprofessional educators;

Educator Effectiveness Block Grant 2021 for Rio Elementary School District
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 11. Consent
Subject: 11.9 Approval of The Stepping Stones Group Agreement for LVN Services January thru June 2022
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 144,664.00
Budgeted: Yes
Budget Source: LCAP Funds
Recommended Action: Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

It is recommended that The Stepping Stones Group contract, for up to four Licensed Vocational Nurses (LVNs) which ends December 17, 2021, be extended until the end of this school year. The Stepping Stones Group is an additional staffing agency partner that supports when Maxim staffing agency is not able to meet the current staffing needs.

Due to a high volume of office health referrals, Licensed Vocational Nurses (LVNs) are needed to assist and support with the implementation of COVID-19 site safety measures, procedures and protocols and support the health needs and well-being of students and staff during school hours and after school programs.

Contracted LVNs are held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate as they service our health needs. Contracted LVNs will attend regular district trainings in order to build rapport within the Rio School District

stepping stone agreement.pdf (205 KB)

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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

This Agreement is made and entered on August 16, 2021, by and between The Stepping Stones Group LLC, 2586 Trailridge Drive East, Suite 100, Lafayette, CO 80026 hereinafter referred to as “Contractor” and, Rio School District, 1800 Solar Drive, Oxnard, CA 93030, hereinafter referred to as “School District.” It is hereby agreed as follows:

SERVICES, RATES AND BILLING: Contractor agrees to provide the services, at the designated rates, as listed in Appendix A to this Agreement.

School District agrees to be billed (except during holidays) by Contractor for up to 40 hours per week for each of Contractor’s employees, unless agreed otherwise. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

TRAVEL TIME & MILEAGE: To the extent applicable, travel between schools will be considered billable time and the mileage will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

PAYMENT TERMS: School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor’s employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete the Billing Details just above the signature section of this Agreement.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be applied first to accrued interest and then to the principal unpaid balance. Any attorneys’ fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.
EMPLOYEE BENEFITS AND INSURANCE: Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

NO SOLICITATION: During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

CONFIDENTIALITY: Except for purposes of implementation and/or enforcement, the Parties agree that this Agreement shall be confidential to the extent allowable by law (As requested by client, approved by S. Palmer on 9/27/21).

COOPERATION: School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

TERMINATION: This Agreement will end on July 31, 2022 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in performance of the services hereunder or (b) any employee of Contractor assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.
INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from Contractor’s breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor’s officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys’ fees) to the extent caused by or arising from School District’s breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District’s officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

JURISDICTION: This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

GENERAL: No provision of this Agreement may be amended or waived unless agreed to in writing and signed by the parties. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
BILLING DETAILS FOR SCHOOL DISTRICT:

Billing Contact Name/Title:  Heather Pena, Account Clerk
Billing Email/Phone:  hpena@rioschools.org
Mailing Address (for invoice):

Special Billing Instructions:  continue current billing practices

Signed for Contractor:  
Signature:  
Name:  Janine Mahon
Title:  Director of Career & Client Services
Date:  8/16/21

Signed for School District:  
Signature:  
Name:  
Title:  
Date:  

Page 4 of 5
Appendix A

The services that may be provided under this Agreement and the corresponding hourly bill rates for each service are listed below:

<table>
<thead>
<tr>
<th>Specialty</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>up to 4 LVN's</td>
<td>$52/hr, 6 hr days billable, 8/25/21 - 6/17/22, approximately 180 billable days (extended for full school year on 11/23/21)</td>
</tr>
</tbody>
</table>
Services Addendum

This Addendum, made as of August 16, 2021, is between The Stepping Stones Group, LLC ("Contractor"), and Rio School District ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: Melvie Ursua

Specialty: LVN

Billable Hours per Week: 30 hrs/wk (6 hr days billable)

Bill Rate: $52/hr

Assignment Duration: approx. start 8/25/21 - 6/17/22 (updated on 11/23/21)

A/P Contact Name and Title: Heather Pena, Account Clerk

A/P Email & Phone Number: 805-485-3111 hpena@rioschools.org

Special Billing Instructions: continue current billing practices

Signed for Contractor: ___________________________ Signed for School District: ___________________________

Signature: ___________________________ Signature: signhere

Name: Janine Mahon Name: ___________________________

Title: Director of Career & Client Services Title: ___________________________

Date: 8/16/21 Date: ___________________________

Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee’s salary.
Services Addendum

This Addendum, made as of August 16, 2021, is between The Stepping Stones Group, LLC ("Contractor"), and Rio School District ("School District"). The purpose of this Addendum is to establish bill rate and billing information for the services listed below. All other terms and conditions to remain based on current contract.

BILLING DETAILS:

SSG Employee Name: Rosalie Macatlag

Specialty: LVN

Billable Hours per Week: 30 hrs/wk (6 hr days billable)

Bill Rate: $52/hr

Assignment Duration: approx. start 8/25/21 - 6/17/22 (extended on 11/23/21)

A/P Contact Name and Title: Heather Pena, Account Clerk

A/P Email & Phone Number: 805-485-3111 hpena@rioschools.org

Special Billing Instructions: continue current billing practices

Signed for Contractor:  
Signature:  
Name: Janine Mahon  
Title: Director of Career & Client Services  
Date: 8/16/21

Signed for School District:  
Signature: signhere  
Name:  
Title:  
Date:  

Non-Solicitation: During the term of this Agreement and for a period of two years after the termination of this Agreement, Client agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to Client or any candidate submitted by Contractor to Client. Client agrees that if they directly hire any contracted employee provided by the Contractor or candidate submitted by the Contractor there is a one-time fee equal to 20% of the employee’s salary.
11.10
**Agenda Item Details**

**Meeting**
Dec 15, 2021 - RSD Annual Organization Board Meeting

**Category**
11. Consent

**Subject**
11.10 Approval of the Contract with Soliant Health for Speech and Language Services

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
Yes

**Dollar Amount**
68,475.00

**Budgeted**
Yes

**Budget Source**
Special Education funds

**Recommended Action**
Staff recommends board approval.

**Public Content**

**Speaker:** Nadia Villapudua, Director of Pupil Personnel Services

**Rationale:**

Due to a last minute resignation, the Pupil Personnel Services department has found a need to contract with Soliant Health to replace a 1.0 FTE Speech and Language Pathologist who resigned in November of 2021.

The contracted Speech Pathologist will be held to the same standard as district employees and will be provided training to ensure they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student's IEPs. The contracted Speech Pathologist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

---

**Administrative Content**

---

**Executive Content**

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
CLIENT SERVICES AGREEMENT
Education Division

Soliant Health, LLC (hereafter referred to as "Soliant"), and

Rio School District

whose location is

2500 East Vineyard Avenue

Oxnard, CA 93036

(City, State, Zip)

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.
Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

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

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

4. Insurance.
Soliant will maintain at least the following minimum amounts of insurance:
- General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
- Workers Compensation - in accordance with state regulations.
- Employers Liability - $1,000,000.
- Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
- Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

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

6. On-Site Responsibility.
Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client
acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

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

9. Payment Terms.
Client will be billed on a weekly basis for work performed during the previous week and pay Soliant based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due within fifteen (15) days of receipt of invoice.

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

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

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

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

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-
place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

15. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the incident and Error Tracking procedures set forth in paragraph 13 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

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

17. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

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

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

20. Multiple Locations.
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.
In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative’s manager.

22. Indemnification.
To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties’ respective obligations under this Agreement.

23. Confidentiality.
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, as relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

Except for the purposes of implementation and/or enforcement, Soliant and Client agree that this agreement shall be confidential to the extent allowable by law.

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

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

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

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

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

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

30. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.  *(Please return all pages of this Client Services Agreement)*

**RIO SCHOOL DISTRICT**

<table>
<thead>
<tr>
<th>Client Representative Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

**SOLIANT HEALTH, LLC**

<table>
<thead>
<tr>
<th>Soliant Representative Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>
CLIENT REQUIRED DOCUMENTS CHECKLIST

Client: Rio School District
City, State: Oxnard, CA

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

<table>
<thead>
<tr>
<th>Standard Credentialing Package</th>
<th>Optional Credentialing</th>
</tr>
</thead>
<tbody>
<tr>
<td>As part of our Standard Credentialing Package, Soliant will provide the following prior to the start of a contracted assignment.</td>
<td>If your district requires any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be provided.</td>
</tr>
</tbody>
</table>

**PROFESSIONAL:**
- Current CV / Resume
- Current Skills Checklist, if applicable
- References

**LICENSURE:**
- Professional License, as applicable
- Professional Certification, as applicable
- License and/or Certification Verification

**EDUCATION:**
- CDC Guidelines for School Professionals
- FERPA Guidelines

**BACKGROUND:**
- Criminal Background Check
- GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search

**MEDICAL:**
- Hepatitis B Vaccination / Declination form
- MMR Declination
- Physical Examination Waiver
- 10-Panel Drug Screen

Credentialing Documents will be held on file at Soliant and unless specifically requested, will not be forwarded to Client.

<table>
<thead>
<tr>
<th>Orientation Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Will the contracted professional be permitted to attend Orientation while license is in process? □ YES □ NO</td>
</tr>
<tr>
<td>Will the contracted professional be permitted to start their assignment while license is in process? □ YES □ NO</td>
</tr>
</tbody>
</table>

Rio School District 34617 Rev 04/2021
CLIENT INFORMATION REQUEST

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

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

Invoice Follow-up Contact: Name: __________________________________________
□ same as above
Email: _________________________________________________________________
Phone: _________________________________________________________________

Payment Inquiry Contact: Name: ____________________________________________
□ same as above
Email: _________________________________________________________________
Phone: _________________________________________________________________

SOLIANT HEALTH, LLC

Correspondence Address
Correspondence, Contracts, Contract Addendums, Notices, etc.
5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092
Fax Number: 877-831-8511

Remittance Address
Only payments should be sent to this address
PO Box 934411
Atlanta, GA 31193-4411

Account Representative
Name: Monica Guu
Email: monica.guu@soliant.com
Telephone: 770-723-3774

Billing Disputes, Purchase Orders, W-9 Requests
Email: billing@soliant.com
Fax: 877-831-8511
CLIENT ASSIGNMENT CONFIRMATION

This Client Assignment Confirmation is entered into on the date first signed below and supplements the Client Services Agreement between Soliant Health, LLC and the Client named below. The Soliant Consultant has been placed with Client and Client will pay Soliant Health for hours worked by Consultant according to the terms outlined in this confirmation.

ASSIGNMENT DETAILS

CLIENT NAME: Rio School District
Consultant: Rebecca Ball
Position: SLP-CF
Assignment Start Date: 1/3/22
Assignment End Date: 6/17/22
Bill Rate per hour: $83.00
Overtime Bill Rate per hour: $124.50
Minimum Hours: 37.5 per week

Miscellaneous: Note: overtime bill rate is ONLY assessed if Consultant is approved to work any hours over 40 per week. Designated approver will be responsible for approving or disputing Consultant hours weekly, before 8 AM on Wednesdays.

Teaching Certification: Teaching certification

DESIGNATED APPROVERS

District Personnel designated by Client to approve Timesheets. If not applicable, respond with N/A.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nadia Villalobos</td>
<td>Director of Phil Services</td>
<td>785-485-1442</td>
<td><a href="mailto:nvillalobos@rioschool.org">nvillalobos@rioschool.org</a></td>
</tr>
</tbody>
</table>

Please note: Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

If Soliant Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID-19 virus while on school site.

Option of virtual services will be offered by Soliant in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Client Signature

Monica Guu

Monica Guu

Client Printed Name

Soliant Health, LLC Printed Name

Client Title

Senior Account Executive

Soliant Health, LLC Title

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Soliant is notified of changes by Client within forty-eight (48) hours of client’s receipt of this Client Assignment Confirmation.
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.11 Approval of the Contract with ProCare Therapy for Speech Pathologist Services

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 44,851.20

Budgeted: Yes

Budget Source: special education funds

Recommended Action: Staff recommends board approval.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to a Speech Language Pathologist Assistant (SLPA) being on leave and in order to support our Speech Language Pathologist in meeting the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract services for a Speech and Language Pathologist Assistant.

Contracted Speech Language Pathologist Assistant will be held to same standard as district employees and will be provided training to ensure that they are able to meet the needs of their students' IEPs and support Speech Pathologist effectively. Contracted Speech Language Pathologist Assistants will attend regular district trainings in order to build rapport within the department and strengthen district special education programs.

Administrative Content

Executive Content
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
CLIENT SERVICES AGREEMENT
between
ProCare Therapy
5550 Peachtree Parkway, Suite 500
Peachtree Corners, GA 30092

and

Rio School District
1800 Solar Dr
Oxnard, CA 93030

("Client")

ProCare Therapy, a d/b/a of New Direction Solutions, LLC ("ProCare") and Client enter into this non-exclusive Client Services Agreement ("Agreement") for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

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

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

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

4. Insurance.
ProCare will maintain at least the following minimum amounts of insurance:
   - General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
   - Workers Compensation - in accordance with state regulations.
   - Employers Liability - $1,000,000.
   - Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
   - Professional Liability of $1,000,000 per occurrence and $3,000,000 aggregate.

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

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

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

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

9. Payment Terms.
Client will be billed on a weekly basis for work performed during the previous week and pay ProCare based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client’s responsibility to notify ProCare if pre-approval is required for any or all overtime hours prior to any such hours being worked. Payment is due within fifteen (15) days of receipt of invoice.

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

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

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

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

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

15. Termination of Contracted Assignment with Cause.
Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that ProCare facilitate the immediate removal of Consultant due to any of the issues preceding written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless ProCare has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to ProCare's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that ProCare's Consultants are an integral part of its operation and a resource that may be developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by ProCare in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 13 of this agreement. ProCare shall have five (5) business days to refill the position in the event of termination with cause. Should ProCare identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultants assignment.

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

17. Guaranteed Minimum Hours.
Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.
18. **Paid Sick Leave.**
For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. **This section is not applicable until the effective date of such legislation has been reached.**

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

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

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

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

23. **Confidentiality.**
Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and includes bill rates, fees for permanent placements and terms and conditions of this Agreement. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of ProCare shall include, but is not limited to, any and all unpublished information owned or controlled by ProCare and/or its Consultants, that relates to the clinical, technical, marketing, business or financial operations of ProCare and which is not generally disclosed to the public including but not limited to Consultant information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, personnel placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

24. **Family Education Rights and Privacy Act.**
ProCare shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”) and acknowledges that certain information about the Client’s students is contained in records maintained by ProCare and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy.

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Rev 04/2021
To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

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

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

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

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

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

30. Entire Agreement.
This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

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

<table>
<thead>
<tr>
<th>Rio School District</th>
<th>NEW DIRECTION SOLUTIONS, LLC dba PROCARE THERAPY</th>
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<tbody>
<tr>
<td>Client Name</td>
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<td>Client Representative Signature</td>
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<td>Title</td>
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CONTACT AND INFORMATION SUMMARY

CLIENT

School, District or Business Name: ____________________________
Billing Address: ____________________________________________
City, State, Zip: ____________________________________________
Contact Name to Receive Invoice: ______________________________
Invoice Email: _____________________________________________
Invoice Email CC, if applicable: ________________________________
Contact Phone: ____________________________________________

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

Invoice Follow-up Contact: ________________________________
Name: ____________________________________________
Email: ____________________________________________
Phone: ____________________________________________
☐ same as above

Payment Inquiry Contact: ________________________________
Name: ____________________________________________
Email: ____________________________________________
Phone: ____________________________________________
☐ same as above

PROCARE THERAPY

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

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

Remittance Address
Only payments should be sent to this address

PO Box 934411
Atlanta, GA 31193-4411

Account Representatives

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

Billing Disputes, Purchase Orders, W-9 Requests

Email: billing@procaretherapy.com
Fax: 877-831-8511
ADDENDUM A
Client Assignment Confirmation

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

Assignment Details
ProCare Consultant: Kelly Patterson
School District Name (Client): Rio School District
Start Date: 01/03/2022 End Date: 06/16/2022
Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district’s calendar.
Position: Speech Language Pathologist Assistant
Position Details: Onsite Assistant to Speech Language Pathologist
Bill Rate: 65 Minimum Hours: 28.75
Overtime Rate: 1.5 times Bill Rate Holiday Rate: 1.5 times Bill Rate
Billing Workweek: Monday – Sunday
Miscellaneous: N/A

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

Rio School District

Client Name

Client Representative Signature* Date

Rio School District

Print Name

Title

PROCare THERAPY

DocuSign Envelope ID: 2BD52926-C535-41E2-834C-4ACB039F5E60

Kelly Patterson 12/1/2021

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

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.12 Approval of Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 42,600.00

Budgeted: Yes

Budget Source: Developer Fees

Recommended Action: It is recommended that the Board Approve the Proposal from Jensen Design and Survey, Inc. for the RDV School Expansion Project, Contract Amendment #3

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This proposal is to give authorization to Jensen Design to prepare the Pre-Application to the City of Oxnard, prepare all City application forms and questionnaires needed for General Plan Amendment and Annexation submittal package. Jensen will also represent the project at public hearings and attend all meetings with the City. This agreement includes the preparation of a presentation of the Master Site Plan and they will prepare a Preliminary Utility Plan showing the location of all proposed onsite water, sewer, and fire lines.

2021.1206).^JENSEN.pdf (750 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  
ATTN: Mr. Wael Saleh  
1800 Solar Drive  
Oxnard, CA 93030

Sent Via Electronic Mail

SUBJECT: Rio School District Rio Del Valle School Expansion, Contract Amendment #3

Dear Mr. Saleh,

We have been working diligently with Mr. Joel Kirschenstein, Tetra Tech, and District Staff on the proposed Rio Del Valle Middle School Campus expansion. As the project has progressed, it has been a pleasure to work with the project team to develop a conceptual site master plan, prepare land surveying documents to facilitate the purchase of the southern parcel, contribute to the Initial Study document, manage coordination efforts with the City of Oxnard, and provide general civil engineering services. As the Initial Study effort concludes, the next step in the process is the preparation of an environmental document in accordance with the California Environmental Quality Act (CEQA) and submittal of a General Plan Amendment and Annexation request to the City of Oxnard.

Contract Amendment #2 was presented to the District in June 2021, and covered the items outlined above. As the project enters a new phase, we propose this contract amendment (Contract Amendment #3) to authorize the additional scope of work necessary to advance the project. The following scope of work is included in the proposed Contract Amendment:

Pre-Application Submittal Package Preparation and Submittal

Pursuant to guidance received by the City of Oxnard and the Oxnard Municipal Code requirements, we will prepare a “Pre-Application” submittal package sufficient to obtain initial feedback/approval of the General Plan Amendment and Annexation request. We will prepare all City required application forms and questionnaires needed for the “Pre-Application” submittal. We will work with District representatives and the District’s CEQA/environmental consultant to prepare any required request letters, project descriptions, or other written materials.

We will consolidate all required applications, plans, and reports into a cohesive submittal package, and submit this package to the City. We have estimated time for one filing, as is typical for “Pre-Applications”. Should the City require additional information or filings, a separate authorization will be required.

Planning Application/Submittal Package Preparation and Submittal

We will prepare all City required application forms and questionnaires needed for the General Plan Amendment and Annexation submittal package. We will work with District representatives and the District’s CEQA consultant to prepare any required request letters, project descriptions, or other written materials required for submittal.

We will consolidate all required applications, plans, and reports into a cohesive submittal package, and submit this package to the City. We have estimated time for one initial filing, and
one potential revision effort based on City comments received during the initial 30 day review period for application completeness. Subsequent revisions and resubmittals, either at City or client request will require separate authorization.

City of Oxnard and Other Agency Staff Coordination through Public Hearings

We will coordinate with City staff prior to and after the filing of the submittal package to ensure the proposed project is processed by agency staff in a timely manner. Specifically, we will coordinate submittal fees, submittal procedures, additional requests for information, and general correspondence with City staff.

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.

Additionally, we will coordinate with outside non-City agency staff as necessary to advance the project through the necessary approvals. Coordination is preliminarily anticipated to be required with County of Ventura and Ventura Local Agency Formation Commission (LAFCO).

Representation Public Hearings and Meetings

We will work with District representatives, District staff, and the District’s environmental consultant to represent the project at public hearings regarding approval. We will attend meetings with the client or City staff, as requested, to discuss the project as it develops.

Anticipated public hearings at this time include a Pre Application Hearing at Oxnard City Council, a formal hearing for the proposed General Plan Amendment/Annexation request at Oxnard City Council, and the Annexation request at the Ventura Local Agency Formation Commission (LAFCO).

Additional hearings may also be required to modify the existing Greenbelt Agreement between the City of Camarillo and Oxnard. 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.

Master Plan Revisions and Illustrative Site Plan

Preliminary conversations with District staff and the District’s environmental consultant have indicated that the master plan would benefit from minor adjustments and revisions to 1) potentially lessen environmental impacts and 2) resolve future design issues/conflicts. We have budgeted time to make such minor adjustments to the previously prepared master site plan.

Furthermore, we will prepare a presentation quality Illustrative Master Site Plan that will be included in the final CEQA document, as well as for presentation purposes at public hearings. The Illustrative Master Site Plan will be colored, rendered, and show all major existing and proposed site features, including, but not limited to; structures, parking facilities, athletic fields, landscaping, walkways/pavement, and other surface infrastructure.

Preliminary Grading & Preliminary Utility Plans

We will prepare a Preliminary Grading plan based upon the site plan developed by the architect, project team, and/or design discussion with the project team. The Preliminary Grading
plan will be prepared to City of Oxnard standards and will show sufficient grades to obtain initial review and approval during the entitlement process.

We will also prepare a scaled Preliminary Utility Plan showing the location of all proposed onsite water, sewer, and fire lines. The location will be based on points of connection provided by the architect. Preliminary points of connection will be shown for the wet utilities. All meter sizing will be provided by the mechanical engineer.

We propose to provide the services described above on a time and materials basis. Our fee estimate for this work is $42,600. Estimated costs are outlined in further detail below. 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.

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<td>Preliminary Grading &amp; Utility Plan</td>
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The assumptions, fee schedule, and billing terms found in our original proposal (Proposal Number 2020.089) are still valid and are in full force and effect. Effective with this agreement, fee charges will be based on the attached fee schedule. Should you wish to proceed, please sign the acknowledgement line below and return to our attention. Your return of this letter will constitute our written authorization to proceed.

Thank you for the opportunity to continue to be of service. We look forward to assisting you and your team in obtaining the necessary planning entitlements.

Sincerely,

JESEN DESIGN & SURVEY, INC.

Susanne Cooper, P.E.                        Tanner Shelton, AICP  
President                                           Planner II

AUTHORIZED BY:                                              (Date)

(Client Representative)  

Attachment: 2021 Jensen Design & Survey Fee Schedule
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting
Category: 11. Consent
Subject: 11.13 Approval of Proposal for Materials Testing and Inspection Services for the Rio Del Valle Sports Field Complex Phase 1 from N/V/5 per DSA Requirements.
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 31,961.00
Budgeted: Yes
Budget Source: Measure L Funds
Recommended Action: It is recommended that the Board approve the Proposal for Materials Testing and Inspection Services for the Rio Del Valley Sports Field Complex Phase 1 from N/V/5 per DSA Requirements.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Proposal from N/V/5 is for the testing and inspection services for the Rio Del Valle Sports Field Complex, Phase 1. They will test the soils and aggregate base; the concrete, and asphalt, per DSA Requirements.

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.
November 8, 2021

Rio School District
C/O Balfour Beatty
300 E. Esplanade Drive # 1120
Oxnard, CA 93036

Attention: Keith Henderson

SUBJECT: Proposal for Materials Testing and Inspection Services for the Rio Del Valle M.S. - Sports Field Complex Phase 1, 3100 North Rose Ave., Oxnard, CA 93036

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

<table>
<thead>
<tr>
<th>Scope of Work and Cost Estimate</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soils &amp; Aggregate Base:</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Sr. Soil Technician</td>
<td>$114</td>
<td>hr</td>
<td>$16,872.00</td>
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<td>Maximum Density (base - nx corrected)</td>
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<tr>
<td>Field Vehicle</td>
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<td>dy</td>
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<td>hr</td>
<td>$2,280.00</td>
</tr>
<tr>
<td>Concrete compression tests ($25. per cyl. / 5 cyls. per set)</td>
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<td>ea</td>
<td>$500.00</td>
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<td>Concrete sample pickup/stripping/log in</td>
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<tr>
<td>Anchor Installation Inspection + testing</td>
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<td>hr</td>
<td>$912.00</td>
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<tr>
<td>Torque Wrench</td>
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<td>dy</td>
<td>$75.00</td>
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<tr>
<td>Epoxy Anchor Inspection + testing</td>
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<td>hr</td>
<td>$912.00</td>
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<tr>
<td>Calibrated Ram</td>
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<td>dy</td>
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<td>dy</td>
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<td>Asphalt:</td>
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<td>hr</td>
<td>$912.00</td>
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<td>Nuclear Gauge</td>
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<td>DSA 293 (if required)</td>
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<td>ea</td>
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<td>Sr. Engineer</td>
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<td>wk</td>
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</table>

**Total:** $31,961.00
Assumptions:
1 Fee estimate is provided from plans provided by Owner's representative.
2 The estimate is provided for budgetary purposes only and is not a lump sum / not to exceed cost. Charges will be billed on a time-and-materials basis in accordance with the rates presented in our fee estimate. Additional services not specifically included in this proposal will be billed on a time-and-materials basis in accordance with the attached 2021 Schedule of Fees and prevailing wage rates.

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

Respectfully Submitted,
NV5 West, Inc.

Carol Harrison
Client Service Manager

Reviewed By,
Scott Moors, CEG 1901
Vice President

Attachment: Terms and Conditions
2021 Fee Schedule
1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide "Services" in connection with the "Project" identified in the "Proposal", consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Client agrees to take reasonable precautions to minimize damage to the site, Consultant understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from Client liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

4. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Consultant shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

5. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Consultant acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

6. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way constitutes an acceptance or completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superstition, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client's general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

7. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

8. Ownership of Documents. All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.

9. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

10. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not waiving any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-contractors, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or $50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services shall be performed hereunder in no way be construed as a guarantee of deficient-free construction.

11. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a renegotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by
Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

12. Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

13. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.

14. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of the other party's written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

15. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party, if such successor or Affiliate assumes all obligations under this Agreement.

16. Non-Solicitation & Hiring of Employees. To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

17. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. Failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

18. Billing and Payment. Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance due stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.

21. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

22. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

23. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

24. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

25. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinate to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unsatisfactorily against either party.
## 2021 GEOTECHNICAL / MATERIAL TESTING FEE SCHEDULE

### GENERAL TERMS & CONDITIONS

**Testing Samples** - An hourly preparation charge will be added to all samples submitted that are not ready for testing.

**Turn-Around-Time** - Standard TAT indicated in superscript. See notes regarding TAT at bottom of page 3.

**RUSH** - 50% surcharge. Sample prioritized over other samples in queue.

**PRIORITY** - 100% surcharge: Completed as fast as possible per method.

**Project Setup** - A $180 fee applies for setup and administration of On-Call agreements and contracts less than $3,000.

**Scheduling** - A minimum of 24-hour notice is required to schedule personnel (48-hour for DSA/OSHPD projects). For same-day scheduling, a 50% premium applies. Same-day cancellations will incur a 2-hour charge. Cancellation after field personnel have been dispatched will be charged a 4-hour minimum charge.

**Minimum Charges** - A minimum charge of 4 hours applies to inspection/test call-out between 0 and 4 hours. Eight (8) hours will be charged for work performed over 4 hours up to 8 hours. Overtime charges will be rounded to the nearest half hour. Project time a

**Overtime Rates** - Rates are based on an 8-hour workday between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Work outside of these hours or in excess of 8 hours in one day or over 40 hours in one week will be charged at 1.5 times the listed rates. Work over 12 hours in one day or work on holidays will be charged at 2.0 times quoted rates.

**Holidays** - New Year’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the following Friday, and Christmas Day. For holidays falling on Saturday or Sunday, the closest regular workday will be observed.

**Travel** - Hourly travel is charged portal-to-portal for technicians. Travel charges are normally waived for special inspectors within 25 miles of our laboratory. Mileage/Trip Charges charged at rates listed below.

**Per Diem** - Per diem will be charged at 1.15 times the Federal (GSA) rate for all out-of-town assignments unless otherwise arranged.

**Project Management & Report Distribution** - All assignments are under the supervision of a Registered Professional Engineer. Engineering time of 0.1 hour per inspection day or ½-hour/week (min) will be included for scheduling, management, report review, and data evaluation.

**Outside Services / Drillers-CPT / Subcontractors** - Cost plus 15%.

**Prevailing Wage** - Client shall notify NV5, in writing, of any requirement for payment of California Prevailing Wage or other predetermined wage condition. Client agrees to indemnify NV5 against all costs related Client’s failure to notify NV5 of predetermined wage requirements.

**Sample Disposition** - Unless previously arranged, all samples will be disposed of upon completion of testing. Any samples suspected of contamination held pending disposition by Client. If requested, retained samples may be archived for a specified period for an agreed monthly fee - typically $5/mo per ring/tube sample, $10/mo AC box, $15/mo bulk.

**Certified Payroll** - A $65 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

**Escalation** - Listed rates are subject to annual escalation in accordance with NV5 Ventura’s published annual Fee Schedule. Updated Fee Schedules will be published annually and become effective January 1.

### I. PROFESSIONAL, TECHNICAL, & SUPPORT STAFF

(All rates unless otherwise indicated. Charges are portal-to-portal from/to NV5’s lab)

#### A. Professional Staff

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer/Geologist/Consultant</td>
<td>$ 195</td>
<td></td>
</tr>
<tr>
<td>Senior Engineer/Geologist/Consultant (PE, CEG)</td>
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<tr>
<td>Project Engineer/Geologist/Consultant</td>
<td>$ 155</td>
<td></td>
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<tr>
<td>Sr. Staff Engineer/Geologist/Consultant</td>
<td>$ 135</td>
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<tr>
<td>Staff Engineer/Geologist/Consultant</td>
<td>$ 125</td>
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<tr>
<td>Construction Services Manager</td>
<td>$ 170</td>
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</tr>
<tr>
<td>Project Manager</td>
<td>$ 150</td>
<td></td>
</tr>
</tbody>
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#### B. Technical Staff

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<tr>
<th>Staff</th>
<th>Rate</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
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<td>ICC Special Inspector* I / Soil-Asphalt-ACI Technician I</td>
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<td>ICC Special Inspector* II / Soil-Asphalt-ACI Technician II</td>
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<td>$ 90</td>
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<tr>
<td>ICC Special Inspector* III / Soil-Asphalt-ACI Technician III</td>
<td>$ 105</td>
<td>$ 75</td>
</tr>
<tr>
<td>* Concrete, P/T Concrete, Masonry, Structural Steel, Bolting, Fireproofing, Pile Driving</td>
<td>$ 114</td>
<td>$ 85</td>
</tr>
<tr>
<td>AWS Certified Welding Inspector I</td>
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<td>$ 95</td>
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<tr>
<td>NDT Technician II (UT/Mag Part./Dye Pen.)</td>
<td>$ 124</td>
<td>$ 105</td>
</tr>
</tbody>
</table>

#### C. Public Works/DSA/OSHPD Inspection

<table>
<thead>
<tr>
<th>Staff</th>
<th>Rate</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Inspector / OSHPD IOR C, DSA PI III</td>
<td>$ 100</td>
<td></td>
</tr>
<tr>
<td>Project Inspector / OSHPD IOR B, DSA PI II</td>
<td>$ 110</td>
<td></td>
</tr>
<tr>
<td>Project Inspector / OSHPD IOR A, DSA PI I</td>
<td>$ 120</td>
<td></td>
</tr>
<tr>
<td>DSA Masonry / Shotcrete Inspection</td>
<td>$ 119</td>
<td>$ 95</td>
</tr>
<tr>
<td>DSA Masonry / Shotcrete Inspection</td>
<td>$ 124</td>
<td>$ 110</td>
</tr>
</tbody>
</table>

#### D. Sample Pickup, Delivery & Storage / Mileage

<table>
<thead>
<tr>
<th>Rate</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sample Pickup/Delivery (≥24 mi., radius of Lat.) – plus applicable unit price</td>
<td>$ 70/hr</td>
</tr>
<tr>
<td>Saturday Sample Pickup/Delivery (hourly, 4 hr minimum, plus mileage)</td>
<td>$ 98/hr</td>
</tr>
<tr>
<td>Mileage / Trip Charge – Field Vehicle $0.60/mi ($30/day min. charge)</td>
<td>$ 60/mi</td>
</tr>
<tr>
<td>Mileage – Coring Truck</td>
<td>$0.75/mi</td>
</tr>
<tr>
<td>Vehicle – Field Truck</td>
<td>$ 5/day</td>
</tr>
</tbody>
</table>

#### E. Diamond Coring (min. charge = field time w/travel + 1 hr., mb/demob.)

| Machine, truck & 1 operator (accessible flatwork only) | $220/hr | $ 190/hr |
| Machine, truck & operator & helper | $325/hr | $ 280/hr |

---

**Coring Bit Charge** $ 3.50/in

**Certified Payroll** $ 65 per week, per project processing fee for Certified Payroll will be assessed on Prevailing Wage Projects.

---

**II. MATERIALS AND EQUIPMENT**

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Rate</th>
<th>Standard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Meter (Concrete)</td>
<td>$ 50/dy</td>
<td></td>
</tr>
<tr>
<td>Asphalt Patch (cold patch / cutback) – per bag</td>
<td>$ 45/dy</td>
<td></td>
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<tr>
<td>Calibrated Ram (Pull test)</td>
<td>$ 95/dy</td>
<td></td>
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<tr>
<td>Ceiling Wire Dead-Weight Equip.</td>
<td>$ 160/dy</td>
<td></td>
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<tr>
<td>Coating Thickness Gauge</td>
<td>$ 95/dy</td>
<td></td>
</tr>
<tr>
<td>Concrete Slab Moisture Emission Kit / RH Probe (ea.)</td>
<td>$ 75/ea</td>
<td></td>
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<tr>
<td>Floor Flatness (plus labor – 4 hr min)</td>
<td>$ 575/dy</td>
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<tr>
<td>Durometer Gauge (Shore A/D)</td>
<td>$ 55/dy</td>
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<tr>
<td>Dynamic Cone Penetrometer (Wildcat w/ 35 lb hammer)</td>
<td>$ 495/dy</td>
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<tr>
<td>Generator (Portable)</td>
<td>$ 95/dy</td>
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<tr>
<td>Ground Penetrating Radar (GPR) – (plus labor – 4 hr min)</td>
<td>$ 400/dy</td>
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<tr>
<td>Hardness Gauge (Brinell, Rockwell)</td>
<td>$ 115/dy</td>
<td></td>
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<tr>
<td>Non-Shrink High-Strength Grout (per bag)</td>
<td>$ 45/dy</td>
<td></td>
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<tr>
<td>Nuclear Gauge</td>
<td>$ 35/dy</td>
<td></td>
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<tr>
<td>Pachometer (Rebar) Survey Equipment</td>
<td>$ 95/dy</td>
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<tr>
<td>Peristaltic Groundwater Sampling Pump</td>
<td>$ 200/dy</td>
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<tr>
<td>Portable Generator</td>
<td>$ 90/dy</td>
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<tr>
<td>Scaffold – Portable</td>
<td>$ 105/dy</td>
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<tr>
<td>Schmidt Hammer</td>
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<tr>
<td>Skidmore Wilhelm, per day</td>
<td>$ 210/dy</td>
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<tr>
<td>Torque Wrench (Large, &gt;100 ft-lb), per day</td>
<td>$ 85/dy</td>
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<tr>
<td>Torque Wrench (Small), per day</td>
<td>$ 25/dy</td>
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<tr>
<td>Ultrasonic / Mag. Particle Equipment &amp; Consumables</td>
<td>$ 75/dy</td>
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</table>
III. LAB TESTS: AGGREGATE, SOIL, & STONE

A. Soils - Geotechnical
1. Atterberg Limits (LL and PL) - ASTM D4318, CTM 204 $ 195
2. Consolidation (up to 9 Load/Rebound Pts) - ASTM D2435 $ 340
3. Collapse - ASTM D4546 $ 165
4. additional Load Increment (Consol./Collapse) - per pt. $ 65
5. Direct Shear, remolded sample - ASTM D3080 $ 300
6. Direct Shear, undisturbed (ring) sample - ASTM D3080 $ 250
7. Expansion Index - ASTM D4829 $ 195
8. Moisture & Dry Density (ring samples) $ 22
9. Permeability, Constant Head - remolded - ASTM D2434, CT 220 $ 445
10. pH (soil) - ASTM D4972 $ 35
11. Resistivity - ASTM C656 $ 150
12. Resistivity (Minimum) - ASTM C43 $ 155
14. Soluble Chloride (soils) $ 80
15. Soluble Sulfate (soils) $ 80
16. Unconfined compression on prepared specimens $ 140

B. Particle Size Analysis
1. Sand equivalent (ASTM D2419, CTM 217) $ 115
2. Sieve #200 wash only (ASTM D1140, CTM 202) $ 95
3. Sieve (coarse or fine only, no wash - ASTM C136, CTM 202) $ 105
4. Sieve (coarse & fine w/ wash - ASTM C136, CTM 202) $ 135
5. Hydrometer w/ Fine Sieve (ASTM D4223, CTM 203) $ 215
6. Hydrometer w/ Fine & Coarse Sieve (ASTM D4223, CTM 203) $ 245

C. Moisture Density Relationship
4. Maximum Density Checkpoint (4 in. mold) $ 95
5. Calibrating Relative Compaction (Wet Density) - ASTM C216 $ 285

D. Aggregate, Soil & Rock
1. Abrasion Resistance by LA Rattler - ASTM C131, CTM 211 $ 215
2. Absorption, sand or gravel - ASTM C127, C128 $ 60
3. California bearing ratio (CBR) with expansion - ASTM D1883 $ 410
4. Clay lumps and friable particles, per primary size - ASTM C142 $ 115
5. Cleaness Test - ASTM D4740, CTM 227 $ 130
6. Crushed particles, per primary size $ 165
7. Durability Index ($120 per size fraction) - CTM 220 $ 215
8. Flattened & Elongated Particles (per bin size) - ASTM D4791 $ 190
9. Lightweight pieces, per size fraction - ASTM C123 $ 400
10. Moisture determination (aggregate samples) $ 35
11. Mortar making properties of Sand ASTM C87 $ 380
12. Organic Impurities - ASTM C40, CTM 213 $ 95
13. Petrographic Analysis of Gravel - ASTM C295 (single grading) $ 450
14. Petrographic Analysis of WC Sand - ASTM C295 (pre-graded) $ 850
15. Potential Reactivity Test ASTM C289 Chemical Method $ 495
16. Potential Reactivity ASTM C227 Mortar Bar Method (3 month) $ 785
17. Potential Reactivity Test ASTM C1290 Rapid Method $ 625
18. Potential Reactivity ASTM C1293 Mortar Bar w/ Pozz (12 month) $ 1600

E. Epoxy-Cement / CBT Tests
1. Lime Treatment: pH by Eades & Grim - ASTM D6267 $ 345
2. Lime Treatment: Fabrication & Compaction (3) - ASTM D3551 $ 425
3. Lime Treatment: Comprensive Strength (ea) - ASTM D5102 $ 105
5. Soil Cement - Moist.-Dens. - ASTM D558 - Field Mixed $ 395
6. Soil Cement - Wet-Dry Durability - ASTM D559 $ 940
7. Soil Cement - Freeze-Thaw Durability - ASTM D560 $ 1100
8. Soil Cement - Mix, Compact & Cure Specimen - ASTM D1632 $ 175
9. Soil Cement - Comprensive Strength ea sample - ASTM D1632 $ 425
10. Cement Treated Base (CTB), compact & cure $ 105
11. Cement Treated Base - Compression (ea) $ 105
12. Cement Treated Base - Stability (3) $ 525

F. Rip Rap / Rock Slope Protection / Dimensional Stone Tests
1. Rock Gradation $ hourly engineering charge (per quote)
2. Absorption / Apparent Specific Gravity - ASTM C127, CTM 206 $ 125
3. Durability - ASTM C229 $ 265
4. Percentage Wear - ASTM C131 $ 225
5. Compressive Strength - ASTM C170 $ 150
6. Water Absorption & Density - ASTM C97 (required) $ 85
7. Modulus of Rupture - ASTM C99 $ 145
8. Flexural Strength - ASTM C380 $ 165
9. Sulfate Soundness - ASTM D5240 (5 cycle) $ 425
10. Sample Preparation (cutting/flushing/processing - 1 hr min) $ 185/hr

IV. LAB TESTS: CEMENT, CONCRETE, & MASONRY

A. Cement
1. Grab sample (CCR Title 24) includes 1 year storage $ 75
2. Compression Test - High Strength Grout 2" cube - ASTM C109 $ 60

B. Concrete
1. Concrete compression: 6x12 cylinder - ASTM C39 $ 30
2. Concrete compression: 4x8 cylinder - ASTM C39 $ 25
3. Concrete cylinder pick up (6x12 cm, radius of Lab add hourly pickup rate) $ 18
4. Concrete cylinder pickup: 4x8 (>2.5 cm, radius of Lab add hourly pickup rate) $ 14
5. Concrete cylinder mold (w/ lid - spare) $ 10
6. Concrete core compression test - ASTM C42 $ 75
7. Concrete Trial Batch (includes compression tests) $ 845
8. Concrete Mix Design Review (excludes coring & revisions) $ 265
9. Concrete mix proportion revision $ 185
10. Density of concrete cylinder (unit weight) $ 185
11. Drying shrinkage - ASTM C157 (set of 3, 5 samples) $ 550
12. End preparation of cores, diamond sawing, per cut $ 22
13. Flexural beam pick up (7.5 cm, radius of Lab add hourly pickup rate) $ 45
14. Flexural strength, 6x6x27 beam - ASTM C78 & C293 $ 85
15. Shotcrete/Gunite core compression test (not including coring) $ 55
16. Coring of Shotcrete/Gunite panel in laboratory, each core $ 65
17. Shotcrete/Gunite panel pick up (9.5 cm, radius of Lab add hourly pickup rate) $ 80
18. Lab trial batch, not including specimen tests - ASTM C192 $ Per Quote
19. Lightweight insulating concrete compress, 4 req. - ASTM C495 $ 85
20. Lightweight insulating concrete - unit weight (oven dry) $ 105
21. Modulus of elasticity, 4"x8" cylinder - ASTM C469 $ 265
22. Non-Shrink (Dry-Pack) Grout Compression - 2"x2"x2" $ 55
23. Petrographic Analysis - Hardened Concrete - ASTM C856 (per core) $ 1035
24. Poisson's Ratio on 6"x12" cylinders - ASTM C469 $ Per Quote
25. Splitting tensile - ASTM C496 $ 195
26. Thermal Resistivity - Concrete - FTB $ 1000

C. Masonry
1. Absorption - brick, 5 required - ASTM C67 $ 75
2. Absorption - masonry unit, 3 required - ASTM C140 $ 60
3. Compression, brick, 5 required - ASTM C67 $ 50
4. Compression - masonry core $ 55
5. Compression - masonry prisms 8"x8" - ASTM C1314 $ 175
6. Compression - masonry unit, 3 required - ASTM C140 $ 90
7. (requires absorption/unit weight tests for net area)
8. Dimensions - masonry unit, 3 required $ 55
9. Compression test, grout specimens $ 40
10. Compression test, mortar specimens $ 40
11. Diamond sawing of masonry specimens, if required (minimum) $ 30
12. Efflorescence $ 345
13. Linear shrinkage, masonry unit, set of 3 - ASTM C426 $ 495
14. Masonry Unit Acceptance Tests - ASTM C140 $ 625
15. Mortar Aggregate Ratio - ASTM C780 (A4) $ 345
16. Modulus of rupture, brick, 5 required - ASTM C67 $ 115
17. Moisture content - masonry unit (as received), 3 req'd - ASTM C140 $ 80
18. Relative Mortar Strength 6x12 cylinders $ 115
19. Sample Pickup - Grout, Mortar (per specimen) $ 30
20. Sample Pickup - Masonry Prism (per specimen) $ 30
21. Shear test on mortar core - CBC 2105A.4 $ 115
22. Tensile test on mortar block $ 445
23. Unit weight, masonry unit, 3 required - ASTM C140 $ 60
24. Veneer Shear Test - ASTM C482 $ 200
25. Visual Examination & Photo-Document Core - CBC 2105A.4 $ 50
V. LAB TESTS: REINFORCING & STRUCTURAL STEEL

A. General Testing
1. Processing until certification (each size & heat) $20 ea.
2. Rockwell or Brinell Hardness, average of three readings $35 ea.
3. Zinc coating, each item (includes Haz Mat Fee) $215

B. Reinforcing Steel
1. Deformation, reinforcing steel $60
2. Pre-stress, strand or wire, tensile & elongation Per Quote
3. Proof test on post-tension assembly Per Quote
4. Bend Test (rebar) $65
5. Tensile test (rebar), up to & including #8 $65
6. Tensile test (rebar) #9, #10, #11 $125
7. Tensile test (rebar) #14, #18 $205
8. Rebar Mechanical Coupler (Tension) Test (up to #11 bar) $215

C. Structural Steel
1. Cutting & machining charges $265
2. Bend test, structural, all sizes $75
3. Tensile test, structural, <1/4" cross-section (cutting & machining extra)* $75
4. Tensile test, structural, >1/4" cross-section (cutting & machining extra)* $125
5. Flattening test of pipe $65

D. High Strength Bolts
1. DSA-Certified High Strength Bolt: Set ea. (Bolt, Nut, & Washer) $335
2. Bolts – proof load (non-DSA) $45
   - Bolts – ultimate load $65
   - Bolts – hardness $65
3. Nuts – proof load $35
   - Nuts – hardness $35
4. Washers – hardness $35

VI. MISCELLANEOUS CONSTRUCTION MATERIALS TESTS

1. Calibration Certificates Per Quote
2. Density of Sprayed Fireproofing $85
3. Roof Tile Strength $95
4. Roof Tile Absorption $75
5. Roof Cut Tests (total weight only) $85
6. Jobsite Trailer or Mobile Laboratory Per Quote
7. Universal Testing Machine (Hourly) $225
8. Ground Rod Test (plus travel) $225

VII. ASPHALT & ASPHALTIC CONCRETE

A. Emulsions And Slurry Seals
1. Consistency test – ASTM D3910 $95
2. pH determination $75
3. Oven cook off (% residue) $100
4. Solids content by evaporation and ignition extraction (slurry) $245
5. Wet Track Abrasion – ASTM D3910 (prep. not included)* $160

B. Asphaltic Concrete, Aggregate And Mixes
1. Bulk Specific Gravity (HVEEM – 3 pt. LTMD) CTJ08 / T166 $225
2. Coring of asphaltic concrete – See Section E Diamond Coring
3. Extraction, % bitumen and sieve analysis
   - Ignition Oven Method – ASTM 382, 202 $245
   - Solvent Extraction Method – ASTM D2172 $415
4. Extraction, % bitumen only
   - Ignition Oven Method – ASTM 382 $175
   - Solvent Extraction Method – ASTM 2172 $325
5. Film stripping – ASTM 302 $165
6. Gyratory Compaction, 6" specimen, Lab Mix* – AASHTO T312 $300
7. Gyratory Compaction, 6" specimen, Plant Mix* – AASHTO T312 $310
   * Add $110 for Asphalt Rubber
8. Hamburg Wheel Track – AASHTO T324 $1,495
9. Ignition Oven Correction Factor – ASTM 382 $650
14. Theoretical Maximum Specific Gravity (RICE) – D-2041, CT 309 $200
15. Moisture content – ASTM D-1461 $115
16. Recovery of Extracted Asphalt (extraction only) – ASTM D5404 $250
17. Recovery of rubber from ARHM extraction $315
18. Specific gravity of core – ASTM D2726 $60

19. HVEEM Stablometer test on premixed sample – CTM 366 $185
20. Stablometer test and mixing of sample $400
21. Resistance to Moisture Induced Damage – T-283 $2,650
22. Resistance to Moisture Induced Damage – CT 371 $1,850

NOTE: Where prices are listed for mix proportions, the necessary specific gravity tests and sieve analyses are included; however, aggregate and asphalt qualification tests are not.

A.B.C.D.E Standard Turn-Around-Times: (where applicable TAT indicated in superscript following method):
A – 3 working days; B – 5 working days; C – 7 working days; D – 10 working days; E – >10 working days

Standard TAT indicates anticipated testing time under typical conditions and is subject to availability and precedence. RUSH TAT prioritizes testing over other samples. PRIORITY TAT dedicates technician to complete test as quickly as possible per the method specifications – hourly charges will apply for weekend or holiday work.

ADDITIONAL TESTS: NV5 performs a broad spectrum of field and laboratory testing. This Fee Schedule lists only the most common tests performed. For information regarding additional testing services, please contact our laboratory.
**Agenda Item Details**

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.14 Approval of CREDIT Change Order from EJS Construction, Project 21-11L, for deleted scope of work at Rio Del Norte.

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: -$9,900.00

Budgeted: Yes

Budget Source: Measure L Funds

Recommended Action: It is recommended that the Board approve CREDIT Change Order #3 from EJS Construction, Inc. Project 21-11L, for deleted scope of work at Rio Del Norte.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This Change Order is a credit for the District Supplied Windows at Rio Del Norte. The District had stored windows removed from Classroom Pods and decided to have the contractor reinstall these windows in lieu of new replacement windows.

20211206_Balfour Beatty Construction.pdf (881 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.***

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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.
Subject: Rio Del Norte Elementary School

Re: Project 21-11L Rio Del Norte Classroom Ceilings
EJS Construction, Inc.
Recommendation to Approve CO #3 to EJS Construction, Inc.

Dear Dr. Puglisi,

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

1) EJS CO#5 Credit Change Order From EJS/Center Glass for District Supplied Windows for Rio Del Norte.
   ($9,900.00)

   Total CO #3  $ (9,900.00)
   Previous Approved CO's  $ 38,212.54  0
   Original Contract  $ 1,363,700.00
   Revised Contract  $ 1,392,012.54

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

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty
Rio School District  
1800 Solar, 3rd Floor  
Oxnard, Ca 93030  

CO 3  
12-03-2021

PROJECT NO: RSD 21-11L  
CO NO: 3

PROJECT NAME: Rio Del Norte Classroom Ceilings

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$1,363,700.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>$38,212.54</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$(9,900.00)</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$1,392,012.54</td>
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</tbody>
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TIME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>September 2021</td>
</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
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<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
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<tr>
<td>Adjusted Contract Completion Date</td>
<td>November 2021</td>
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</tbody>
</table>

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

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

RIO SCHOOL DISTRICT

By ____________________________  
Date ____________________________

District Architect; KBZ

By ____________________________  
Date ____________________________

Contractor: EJS Construction, Inc.

By ____________________________  
Date ____________________________

District PM/CM; Balfour Beatty Construction

By ____________________________  
Date 12/3/21
<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
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</thead>
<tbody>
<tr>
<td>CO#3</td>
<td>EJS</td>
<td>Delete Cost for District Provided Windows From Storage (CREDIT)</td>
<td>The District had stored windows removed from classroom pods at Rio Del Norte. The District decided to have the contractor reinstall these windows in lieu of new replacement windows that cannot be procured due to COVID-19 supply chain issues &amp; delays.</td>
<td>$(9,900.00)</td>
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<td></td>
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<td>Total CO #3</td>
<td></td>
<td>$(9,900.00)</td>
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<td>Previous Approved CO’s (NONE)</td>
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<td>$38,212.54</td>
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<td>Original Contract</td>
<td></td>
<td>$1,363,700.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Revised Contract</td>
<td></td>
<td>$1,392,012.54</td>
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</tbody>
</table>

Original Contract $1,363,700.00
### Cost Proposal Credit

**Job Name:** 21-11L RDN Classroom Ceilings  
**Date:** 12-1-21  
**CO#5**

**Description:**
Credit for new windows that were not installed. Installed windows that were in storage from the district.

<table>
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<th>Trade</th>
<th>Rate</th>
<th>HRS</th>
<th>Labor Total</th>
<th>QTY</th>
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**Total Labor Cost**

<table>
<thead>
<tr>
<th>Sub Contractor</th>
<th>Description</th>
<th>Amount</th>
<th>Labor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Center Glass Co.</td>
<td>Credit for new windows</td>
<td>$9,900.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Material / Unit.</th>
<th>O/P</th>
<th>15%</th>
<th>Sub Total</th>
<th>Subcontractor</th>
<th>O/P</th>
<th>0%</th>
<th>Sub Total</th>
<th>Sub Total</th>
<th>Bond</th>
<th>0%</th>
<th>Sub Total</th>
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</tbody>
</table>

**Sub Contractor total**  
$9,900.00  
**Total Cost**  
$9,900.00

**Approval Signature**

**Date:**
November 30, 2021

EJS Construction

Attention: Paul

Re: Rio Ceiling Project Credit Due

Reinstall districts windows in lieu of purchasing and installing new windows

Quantity 18 @ $ 550.00

Credit Due $ 9,900.00

By:

Randy Gulden

Center Glass Co
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.15 Approval of Change Order from Los Angeles Engineering, Project 21-12L, for added and deleted scope of work on the Rio Del Valle Phase 1 Sports Field.

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 98,766.73

Budgeted: Yes

Budget Source: Measure L Funds

Recommended Action: It is recommended that the Board approve Change Order #2 from Los Angeles Engineering, Inc. Project 21-12L, for added and deleted scope of work at Rio Del Valle.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This Change Order has six components:

a. Install sewer clean outs with yard boxes on new 3" sewer line for New Phase 2 Field House
$7,340.38

b. Install second entry and new parking lot lighting at new parking lot serving the new RDV Sportsfield Complex
$88,599.73

c. Delete 4 area lights at new basketball courts (CREDIT)
($8,205.11)

d. Delete non-required storm water pollution prevention BMP Equipment (CREDIT)
($1,661.45)

e. Abandoned and filled to terminate use of old septic tank serving old snack shack.
$1,562.07

f. Remove trees and shrubs at fire lane entry for new parking lot and perimeter security fencing.
$11,131.11

Total: 98,766.73

Balfour Beatty Construction Change Order (1).pdf (609 KB)
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.
Attn: Dr. Puglisi

Subject: Rio Del Valle Middle School
       Rio School District
       Oxnard, CA

Re: Project 21-12L RDV Phase 1 Sports Field
    Los Angeles Engineering, Inc.
    Recommendation to Approve CO #2 to Los Angeles Engineering, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 to Los Angeles Engineering, Inc. for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

PCO No. 2 Los Angeles Engineering, Inc:

   a) RCO#001R1: Install Sewer Cleanouts/Yard Boxes
      Cost: $7,340.38

   b) RCO#7: Install Second Parking Lot Drive Entry and Parking Lot Lighting
      Cost: $88,599.73

   c) RCO#8: Delete 4 Basketball Court Area Lights
      Credit: $8,205.11

   d) RCO#9: Delete Non-Required SWPPP’s Equipment
      Credit: $1,661.45

   e) RCO#10: Abandon Old Septic Tank Serving Old Snack Shack
      Cost: $1,562.07

   f) RCO#11: Remove Trees & Shrubs for New Parking Lot and New Perimeter Fencing
      Cost: $11,131.11

PCO No.2 Total Cost: $98,766.73

Total CO #2 $ 98,766.73
Previous Approved CO’s $ 14,573.35
Original Contract $ 4,816,000.00
Revised Contract $ 4,929,340.08

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

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
    Dennis Kuykendall, Balfour Bea
PROJECT NO: RSD 21-12L

PROJECT NAME: RDV Phase 1 Sports Field Complex

CONTRACTOR: Los Angeles Engineering, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$ 4,816,000.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>$ 14,573.35</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$ 98,766.73</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$ 4,929,340.08</td>
</tr>
</tbody>
</table>

TIME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>February 2022</td>
</tr>
<tr>
<td>Previously Approved Completion Extension Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>February 2022</td>
</tr>
</tbody>
</table>

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

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

RIO SCHOOL DISTRICT

By __________________________
Date _________________________

District Architect; KBZ

By __________________________
Date _________________________

Contractor: Los Angeles Engineering, Inc.

By __________________________
Date _________________________

District PM/CM; Balfour Beatty Construction

By __________________________
Date 12/3/21

PCO to Contract
Rio Bid RSD #21-12L
<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>001R1</td>
<td>LAENG</td>
<td>Install Sewer Clean Outs with Yard Boxes on New 3&quot; Sewer Line for New Phase 2 Field House</td>
<td>It was determined during the installation of the new 3&quot; sewer line serving the new phase 2 field house that cleanouts for service of the sewer main will be needed due to the length of the line.</td>
<td>$ 7,340.38</td>
</tr>
<tr>
<td>7</td>
<td>LAENG</td>
<td>Install Second Entry and New Parking Lot Lighting at New Parking Lot Serving the New RDV Sportsfield Complex.</td>
<td>This change order is the second part of work for the New Parking Lot being installed under Phase #1 of the RDV Fields Project. Originally this work was going to be done in Phase #2 if the parking lot was done at that time, but it is now being completed in phase #1. We also determined that a second entry to the Parking lot is needed for safe egress.</td>
<td>$ 88,599.73</td>
</tr>
<tr>
<td>8</td>
<td>LAENG</td>
<td>Delete 4 Area Lights at the New Basketball Courts (CREDIT)</td>
<td>During Construction, it was determined that there were 4 New Area Lights at the New Basketball Courts that would no longer be required, so we are deleting them and receiving a Credit for this Work.</td>
<td>$(8,205.11)</td>
</tr>
<tr>
<td>9</td>
<td>LAENG</td>
<td>Delete Non-Required Storm Water Pollution Prevention BMP Equipment (CREDIT)</td>
<td>During Construction, it was discovered that a certain amount of Storm Water Pollution Prevention Equipment would not be required so the District has asked for a Credit for this non-required Equipment from the contractor.</td>
<td>$(1,661.45)</td>
</tr>
<tr>
<td>10</td>
<td>LAENG</td>
<td>Abandoned Old Septic Tank Serving Old Snack Shack</td>
<td>During Construction the Old Septic Tank Serving the Old Snack Shack was unearthed. Due to safety concerns, the old septic tank was abandoned in place and filled to terminate use.</td>
<td>$ 1,562.07</td>
</tr>
<tr>
<td>11</td>
<td>LAENG</td>
<td>Remove Trees and Shrubs at Fire Lane Entry for New Parking Lot and Perimeter Security Fencing</td>
<td>As a part of the installation of the New Parking Lot from Phase #2 to Phase #1, there are existing trees along the Northside of the Campus at the New Parking Lot Entry/Fire Lane that need to now be removed as apart of phase #1. There will be 5 New Trees being planted to replace the trees being removed in Phase #1.</td>
<td>$ 11,131.11</td>
</tr>
</tbody>
</table>

Total CO #2 $ 98,766.73
Previous Approved CO's $ 14,573.35
Original Contract $ 4,816,000.00
Revised Contract $ 4,929,340.08
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.16 Approval of Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings

Access: Public

Type: Action (Consent)

Recommended Action: It is recommended that the Board approve Resolution No. 21/22-10 for the Notice of Completion by EJS Construction, Inc. for Project No. 21-11L, Rio Del Norte Classroom Ceilings

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for the classroom ceilings at Rio Del Norte by EJS Construction, Inc., Project No. 21-11L. The Project Manager has confirmed that all contract requirements have been satisfied by EJS Construction, Inc. and the project can now be closed.

Administrative Content

Executive Content

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RIO SCHOOL DISTRICT

RESOLUTION NO. 21/22-10

NOTICE OF COMPLETION OF PROJECT #21-11L FOR THE RIO DEL NORTE

CLASSROOM CEILINGS

WHEREAS, pursuant to RSD Project No.21-11L, the Rio School District ("District") contracted with EJS Construction Inc. for services related to the Classroom Ceilings at Rio Del Norte; and

WHEREAS, Contractor subsequently commenced the work on Project No.21-11L; and

WHEREAS, on December 3, 2021, the project construction manager confirmed that the work for Project No. 21-11L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for Project No. 21-11L.

3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 15th day of December, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

______________________________
Cassandra Bautista, President of the Board of Trustees
December 03, 2021

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

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #21-11L Rio Del Norte Classroom Ceilings,
Recommendation to Request Board approval for issuance of Notice of Completion
For EJS 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 #21-11L Rio Del Norte Classroom Ceilings. All contract installation requirements have been satisfied by EJS Construction, Inc. for Bid #21-11L. The final contract amount is as follows.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>EJS Construction, Inc. Base Agreement</td>
<td>$1,363,700.00</td>
</tr>
<tr>
<td>EJS Construction, Inc. Total Change Order Amount</td>
<td>$28,312.54</td>
</tr>
<tr>
<td><strong>FINAL Cost</strong></td>
<td><strong>$1,392,012.54</strong></td>
</tr>
</tbody>
</table>

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

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
    Dennis Kuykendall, Balfour Beatty
Agenda Item Details

Meeting: Dec 15, 2021 - RSD Annual Organization Board Meeting

Category: 11. Consent

Subject: 11.17 Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.

Access: Public

Type: Action (Consent)

Recommended Action: Approval of Resolution No. 21/22-11 for the Notice of Completion by Venco Electric for the Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for Campus Wide Fire Alarm project (#21-09L) at Rio Real Elementary by Venco Electric. The Project Manager has confirmed that all contract requirements have been satisfied by Venco Electric and the project can now be closed.

Files:
- Resolution for NOC Venco Electric Real fire alarms.pdf (416 KB)
- NOC Balfour Beatty for Venco.pdf (181 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.
RESOLUTION NO. 21/22-11
NOTICE OF COMPLETION OF PROJECT #21-09L FOR THE
RIO REAL ELEMENTARY SCHOOL CAMPUS WIDE FIRE ALARMS

WHEREAS, pursuant to RSD Project No.21-09L, the Rio School District ("District") contracted with Venco Electric for services related to the Campus-wide Fire Alarms at Rio Real; and

WHEREAS, Contractor subsequently commenced the work on Project No.21-09L; and

WHEREAS, on December 3, 2021, the project construction manager confirmed that the work for Project No. 21-09L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for Project No. 21-09L.

3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 15th day of December, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the Board of Trustees
Rio School District  
1800 Solar, 3rd Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

Re: Project #21-09L Campus Wide Fire Alarm at Rio Real Elementary School.  
Recommendation to Request Board approval for issuance of Notice of Completion  
For Venco Electric.

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 #21-09L Campus Wide Fire Alarm at Rio Real Elementary School. All contract installation requirements have been satisfied by Venco Electric for Bid #21-09L. The final contract amount is as follows.

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Venco Electric</td>
<td>Base Agreement</td>
<td>$ 270,000.00</td>
</tr>
<tr>
<td>Venco Electric</td>
<td>Total Change Order Amount</td>
<td>$ 7,415.87</td>
</tr>
</tbody>
</table>

**FINAL Cost** $ 277,415.87

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

Respectfully,

Keith Henderson  
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District  
    Dennis Kuykendall, Balfour Beatty