REGULAR
BOARD MEETING
January 18, 2023

Rio School District
1800 Solar Drive
Oxnard, CA 93030

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Eleanor Torres, President
Felix Eisenhauer, D.M.A, Clerk
Kristine Anderson
Rosa Balderrama
Alesia Martin
Wednesday, January 18, 2023
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.
   1.1 Call to Order
   1.2 Pledge of Allegiance
   1.3 Roll Call

2. Approval of the Agenda
   2.1 Agenda Correction, Additions, Modifications
   2.2 Approval of the Agenda

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

4. Closed Session
   4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089
   4.2 Consideration of Student Readmission (Education Code sections 35146) 6010351
   4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]

5. Reconvene Open Session 6:00 p.m.
   5.1 Report of Closed Session

6. Public Hearing
   6.1 Public Hearing Regarding Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

7. Communications
   7.1 Acknowledgement of Correspondence to the Board
   7.2 Board Member Reports

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

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

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 Human Resources Updates

9. Discussion/Action

9.1 Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

9.2 Consideration for Approval of a Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC, and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.

9.3 Approval of Resolution 22/23-14 Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions

9.4 Approval of Salary Schedule Adjustments

9.5 Approval of Merit System Election Protocols and Procedures

9.6 Approval of Job Description- School Based Mental Health Clinician

9.7 Approval of the School Calendar for the 23-24 and the 24-25 school year.

9.8 Award of Request for Proposal (RFP) for Copiers to Canon Solutions America, Inc.

9.9 Approval of the Contract with the University of Lapland

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Annual Organization Meeting of December 14, 2022.

10.3 Ratification of the Commercial Warrant for December 1, 2022 through January 4, 2023

10.4 Approval of the January Personnel Report

10.5 Williams Quarterly Complaint Report

10.6 Contract with ATX Learning Group for Speech & Language Services

10.7 Contract with Pioneer Healthcare Services for Occupational Therapy Services

10.8 Approval of Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2

10.9 Approval of Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L

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

11.1 Future Items for Discussion

11.2 Future Meeting Dates: Regular Board Meeting, February 15, 2023

12. Adjournment

12.1 Adjournment
Agenda Item Details
Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 4. Closed Session
Subject: 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Student No. 6015089
Access: Public
Type: Discussion

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

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

Administrative Content

Executive Content
Agenda Item Details
Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 4. Closed Session
Subject: 4.2 Consideration of Student Readmission (Education Code sections 35146) 6010351
Access: Public
Type:

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

Rationale:
Staff will discuss the consideration of readmission of student 6010351.

Administrative Content

Executive Content
Agenda Item Details
Meeting                             Jan 18, 2023 - RSD Regular Board Meeting
Category                            4. Closed Session
Subject                             4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access                              Public
Type                                Discussion

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

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

Administrative Content

Executive Content
Agenda Item Details
Meeting Jan 18, 2023 - RSD Regular Board Meeting
Category 4. Closed Session
Access Public
Type Discussion

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

Rationale:
Closed session discussion.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular 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: Jan 18, 2023 - RSD Regular Board Meeting
Category: 6. Public Hearing
Subject: 6.1 Public Hearing Regarding Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.
Access: Public
Type: Information

Public Content
Speaker: Wael Saleh, Director of Business Services

Rationale:
The public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in addition to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter the Board will consider the adoption of Resolution #22/23-__ ("Resolution"), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program ("MMRP"), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

Administrative Content

Executive Content
NOTICE OF PUBLIC HEARING

Rio School District hereby gives notice that a public hearing will be held as follows:

TOPIC OF HEARING:

The public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in addition to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter, the Board will consider the adoption of Resolution #22/23___ ("Resolution"), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program ("MMRP"), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

MEETING DETAILS:
Date: Wednesday, January 18, 2023
Time: 6:00 p.m.
Location: 1800 Solar Drive, 3rd floor • Oxnard, CA 93030 or you can attend via zoom at rioschools.zoom.us/j/81494231821. New Process for Making Public Comments: We value your comments and have created several options to ensure your voice is heard.
Email: Members of the public are encouraged to submit public comments via email at scervantez@rioschools.org. Comments must be received by five (5:00 p.m.) on the day of the Board meeting.
Phone: If you are unable to email a public comment, please leave a phone message with your question or comment at (805) 485-3111 ext. 2102 prior to five (5:00 p.m.) on the day of the Board meeting.

In-Person: Members of the public can make their comment in-person at the Boardroom located at 1800 Solar Drive, 3rd floor, Oxnard, CA 93030. The maximum for any one speaker is three minutes. Due to seating configurations to meet social distancing guidelines seating for the public is limited and based on CDC/CPH/VCPH guidelines. Live video footage will be played in the overflow area right outside of the board room. IMPORTANT: Any individual attending the meeting must follow CDC/CPH/VCPH County Public Health Guidelines and wear a mask. If you are displaying any symptoms of COVID-19 we ask that you please stay home and consult your health professional as to not expose others to the virus and instead submit your comment via email or voicemail per the instructions above. The Board assumes no liability for any health risks to members of the public who attend the Board meeting in-person. All individuals attending the meeting in-person do so at their own risk.

For additional information, contact:
Sonia Cervantez
Executive Assistant to the Superintendent
scervantez@rioschools.org
(805) 485-3111 ext. 2102
Agenda Item Details
Meeting Jan 18, 2023 - RSD Regular Board Meeting
Category 8. Information
Subject 8.1 Business Services Report
Access Public
Type Information
Goals
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school
Goal 1 - Improved student achievement at every school and every grade in all content areas

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

Rationale: Mr. Saleh will update the Governing Board on the following topics:
- Master Planning/Safety Update

Administrative Content

Executive Content
Agenda Item Details
Meeting Jan 18, 2023 - RSD Regular Board Meeting
Category 8. Information
Subject 8.2 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:
  • School Site Improvement Science Plans Update

Administrative Content

Executive Content
Agenda Item Details
Meeting Jan 18, 2023 - RSD Regular Board Meeting
Category 8. Information
Subject 8.3 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
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.1 Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

Access: Public
Type: Action
Recommended Action: Staff recommends approval of Consideration of Resolution #22/23-16 Relating To (1) The Certification of the Final Environmental Impact Report and the Adoption of a Mitigation Monitoring and Reporting Program, Findings of Fact, and Statement of Overriding Considerations and Related Findings Relative to the Rio Del Valle Existing Campus Expansion Masterplan Project; and (2) Approval of the Project.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:
As the Board is aware, the District is in escrow to acquire 11.31-acres of real property located at or near 2600 N. Rose Avenue on a portion of Assessor Parcel No. 144-0-110-590) ("Property"), just south of the District's existing Rio del Valle Middle School ("RDV"). The District is acquiring the property for purposes of completing the Rio Del Valle Existing Campus Expansion Masterplan Project ("Project"), which includes over the next approximately 5 years the phased development within the expanded campus of: new classrooms, a library and media center, multi-purpose building, transportation and parking facilities, recreational facilities including 320-meter track, flag football field, six basketball courts, baseball field, softball field, physical education (P.E.) and lunch play field, four sand volleyball courts, two soccer fields, a jogging path, an athletic restroom/storage building, and up to ten tennis courts and/or pickleball courts. The Project is more fully described in the Final environmental impact report ("EIR").

The Board will first hold a public hearing to receive public comment relative to the EIR and related school site selection standards associated with the proposed Project, in additional to those written comments received and considered by the District and Board as set forth in the Final EIR. Thereafter, the Board will consider the adoption of Resolution #22/23-___ ("Resolution"), which if approved will provide for the certification of the EIR for the Project, as well as the adoption of certain related documents, including a Mitigation Monitoring and Reporting Program ("MMRP"), Findings of Fact, and Statement of Overriding Considerations, along with approval of the Project based on such actions.

The Resolution makes certain other related findings relative to the Project, which are set forth within the Resolution, including findings relative to its acquisition of agricultural lands.

[Attached PDF]

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
WHEREAS, the Rio School District ("District") has determined a need to expand the existing campus of its Rio del Valle Middle School ("RDV") to meet the educational, recreational, and support facilities needs of District students and staff, as well as the community as a whole; and

WHEREAS, the District’s Board of Trustees ("Board") desires and has taken other action to develop a master plan for improvements to RDV, including improvements to the existing campus and the development of approximately 11.31 acres to the south of the existing campus and expand on-site parking and construct on-site bus drop off area to mitigate existing on- and off-traffic impacts (hereinafter referred to as the "Project"); and

WHEREAS, the Project would include over the next approximately 5 years the phased development within the expanded campus of: new classrooms, a library and media center, multi-purpose building, transportation and parking facilities, recreational facilities including 320-meter track, flag football field, six basketball courts, baseball field, softball field, physical education (P.E.) and lunch play field, four sand volleyball courts, two soccer fields, a jogging path, an athletic restroom/storage building, and up to ten tennis courts and/or pickleball courts; and

WHEREAS, the Board of the District is acquiring, for the benefit of the project, approximately 11.31-acres, subject to final adjustments, of land identified as a portion of Ventura County Assessor Parcel No. ("APN") 144-0-110-590, located at or near 2600 North Rose Avenue in Oxnard, California ("Project Site"); and

WHEREAS, the implementation of the Project constitutes a "project" as defined by the California Environmental Quality Act (Public Resources Code section 21000 et seq.) and the implementing Guidelines (14 California Code of Regulations section 15000 et seq.); the Act and the Guidelines are collectively referred to herein as "CEQA"; and
WHEREAS, pursuant to CEQA Guidelines section 15084(d), the District, acting as the lead agency as defined in Public Resources Code section 21067, retained an environmental consultant and thereby undertook the preparation of an Initial Study for the Project in accordance with the CEQA; and

WHEREAS, on the basis of recommendations included in the Initial Study, the District determined that an environmental impact report (the "Draft EIR") should be prepared for the Project pursuant to CEQA Guidelines sections 15064; and

WHEREAS, pursuant to CEQA Guidelines section 15082, a Notice of Preparation ("NOP") for the preparation of a Draft EIR for the Project was issued for a 30-day public review period on or about June 7, 2022, submitted to the California State Clearinghouse for distribution to potentially affected state agencies, mailed directly to applicable state and local agencies ("responsible agencies"), departments, and organizations, posted in the office of the Ventura County Clerk, and published in a local newspaper; and

WHEREAS, the District held a public scoping meeting on June 23, 2022, to solicit public comment and input regarding the appropriate scope and content of the EIR; and

WHEREAS, the District, acting as the lead agency as defined in Public Resources Code Section 21067, prepared an Environmental Impact Report ("EIR") (California State Clearinghouse Number 2022060117); and

WHEREAS, in October 2022, the District completed and released a Draft EIR for the Project, which is hereby incorporated herein by this reference, for a 45-day public review and comment period beginning on October 7, 2022, and ending on November 21, 2022; and

WHEREAS, in compliance with the CEQA, the District submitted copies of the Draft EIR and a Notice of Completion (NOC) to the California State Clearinghouse for distribution to potentially affected state agencies, submitted the Draft EIR directly to local agencies, and made copies of the Draft EIR available for review by interested persons at the District Office (1800 Solar Drive, 3rd Floor, Oxnard); and

WHEREAS, the District published a Notice of Availability (NOA) for the Draft EIR in the Ventura County Star, a local newspaper of general circulation, on October 7, 2022, and posted a copy of the notice at the Ventura County Clerk’s office on the same date; and

WHEREAS, the District held a public meeting on November 3, 2022, at 6:30 p.m. at the District Office Board Room, to further solicit and receive public comments on the Project and the Draft EIR; and

WHEREAS, the Final EIR ("FEIR") is composed of the Draft EIR dated October 2022, including any exhibits and appendices thereto, the document dated January 2023 which includes the list of persons, organizations and public agencies that commented on the Draft EIR, the comments received, the responses to comments raised in the public review and comment
process, the revisions to the Draft EIR, and all exhibits and appendices thereto (for ease of reference the second volume dated January 2023 will be referred to herein as the "FEIR"); and

WHEREAS, the Project and Project site, as used herein, are more specifically defined and detailed within the FEIR, and that definition and detail is hereby incorporated herein by this reference; and

WHEREAS, in accordance with CEQA the District prepared full and complete responses to the comments submitted on the Draft EIR and provided these responses to commenting agencies on or before January 6, 2023; and

WHEREAS, the FEIR includes all written comments made in connection with the Draft EIR, including, but not limited to, those comments received from public agencies and those written comments received from members of the public, and the corresponding responses by the District to such comments; and

WHEREAS, the District made available a copy of the FEIR at the District Office (1800 Solar Drive, 3rd Floor, Oxnard), and online at https://rioschools.org/rdv-campus-expansion-master-plan; and

WHEREAS, in compliance with CEQA, and for the record, the District has prepared: (1) Findings of Fact for the Project, which identify potentially significant environmental effects associated with the Project and how those effects will be addressed ("Findings of Fact"); (2) a Mitigation Monitoring and Reporting Program ("MMRP"), which provides the structure for ensuring that all mitigation measures identified in the FEIR are implemented; and (3) CEQA Findings and Statement of Overriding Considerations ("Statement of Overriding Considerations") for impacts related to Agricultural Resources. The Findings of Fact, MMRP, and Statement of Overriding considerations are on-file with the District, and hereby incorporated herein by this reference; and

WHEREAS, pursuant to CEQA Guidelines section 15086, the District has given notice to and consulted with responsible agencies, trustee agencies with resources affected by the Project, and other state, federal, and local agencies, including local planning authorities, which have jurisdiction by law with respect to the Project or which exercise authority over resources which may be affected by the Project; and

WHEREAS, pursuant to Education Code Section 17211, the District is required to evaluate potential school sites using site selection standards established by the State Department of Education pursuant to Education Code Section 17251(b) and California Code of regulations (CCR) Title 5 Section 14033; and

WHEREAS, the District further conducted a public hearing to evaluate the Project and Project Site pursuant to Education Code Section 17211 on January 18, 2023, and has considered all public comments received in regard to the Project and the Project Site and the District's selection of the Project Site; and
WHEREAS, the District has completely evaluated the Project Site pursuant to all applicable statutory requirements including the school site selection standards found in Title 5 Section 14010 et seq. of the California Code of Regulations; and

WHEREAS, the District consulted with the appropriate agencies, including the Department of Toxic Substance Control ("DTSC") and determined that the Project Site has not been identified by the Department of Health Services as a hazardous substance release site, is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials or hazardous waste, excepting natural gas lines that may be used to supply natural gas to the school site; and

WHEREAS, the District has also consulted with administering agencies with jurisdiction over the Project for the purpose of investigating the potential for hazardous or acutely hazardous air emissions within a one-quarter of a mile of the Project Site and has determined that while there are several facilities within the Oxnard Auto Center south of Collins Street within one-quarter mile of the proposed Project that might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or acutely hazardous materials, substance, or wastes as part of the auto services at the auto dealerships (e.g., changing oil, fluids, etc.), the health risks from such facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the school in light of restrictions placed on such operations by State and local government regulations that protect the public health and environment; and

WHEREAS, the Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor as defined in Education Code Section 17213(c)(2)(C) that would create a health hazard or exposure to high level of pollutants; and

WHEREAS, the Project is not located within 1,500 feet of a railroad easement; and

WHEREAS, pursuant to Government Code section 53097.3 the School Site is physically located within the boundaries of the District; and

WHEREAS, Government Code section 53094 provides that a school district, by a vote of two-thirds of its Board of Education ("Board") members, may render city or county zoning ordinances inapplicable to a use of property by such school district when such use is for classroom facilities; and

WHEREAS, the Board is aware of and understands its obligations to independently review the FEIR and consider the information contained within the document before rendering any decisions relative to the Project; and

WHEREAS, the Board has received the FEIR, including, but not limited to, the Draft EIR and the related supporting documents; and

WHEREAS, the Board has read and considered all environmental documentation comprising the FEIR, its supporting sources, and comments received from state and local agencies and other
interested persons as well as considered all comments made by the public, whether oral or written; and

WHEREAS, the Board has reviewed the responses to the comments received from public agencies and interested persons, which are contained within the FEIR, and believes such responses adequately respond to the comments received; and

WHEREAS, the Board has determined that the FEIR is adequate, complete, has been prepared in accordance with CEQA, and has incorporated therein the mitigation measures described in the Draft EIR and the Mitigation Monitoring and Reporting Program; and

WHEREAS, the FEIR has been prepared in compliance with CEQA and reflects the District’s independent judgment and analysis; and

WHEREAS, the FEIR has identified mitigation measures to reduce identified potentially significant impacts, where feasible, to a less-than-significant level. Those mitigation measures, and the manner in which compliance will be monitored, are shown in the MMRP prepared for the Project in conjunction with the FEIR; and

WHEREAS, CEQA requires the Board to balance the benefits of the proposed Project against its unavoidable environmental impacts when determining whether to approve the Project. If the benefits of the proposed Project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered “acceptable” by the Board through the adopting of a Statement of Overriding Considerations; and

WHEREAS, the District has prepared, in conjunction with the FEIR, certain Findings of Fact and a Statement of Overriding Considerations. The Findings of Fact and Statement of Overriding Considerations identify potentially significant Project impacts which are summarized therein; and

WHEREAS, the District has balanced the interests of the public, including those of the District and those of the City of Oxnard, and has determined that the interests of the public are best served by the implementation of the Project at the School Site;

WHEREAS, the Project will result in community benefits which have been balanced against the unavoidable adverse effects, which support the adoption of the Statement of Overriding Considerations; and

WHEREAS, prior to taking action on the Project, the District has evaluated and considered all potentially significant effects on the environment, feasible project alternatives, and the MMRP, and has made the findings required by CEQA; and

WHEREAS, copies of all of the documents constituting the CEQA proceedings set forth herein, including, but not limited to, the FEIR, MMRP, Findings of Fact, and Statement of Overriding Considerations, are on file with the Business Services Department at the District’s Office,
located on the 3rd Floor at 1800 Solar Drive, Oxnard, California 93030, and, as referenced throughout, are incorporated herein as if set forth in full.

NOW, THEREFORE, be it hereby resolved that:

1. The above recitals are true and correct, and are incorporated herein as findings of the Board by this reference.

2. In compliance with CEQA Guidelines Section 15090(a), the Board hereby certifies that (1) the FEIR was completed in compliance with CEQA; (2) the FEIR was presented to and considered by the Board; (3) the Board has reviewed and considered the information contained within the FEIR prior to approving the Project; and (4) the FEIR reflects the Board’s independent judgment and analysis of the Project.

3. The Board hereby adopts the mitigation measures for the Project and the MMRP, and certifies the FEIR.

4. CEQA Guidelines Section 15091 provides that a public agency shall not approve or carry out a project if an EIR has been certified if significant environmental effects have been identified unless specified findings are made which include finding that: changes or alterations have been required or incorporated into the project which avoid or substantially lessen the significant environmental effects; and that specific considerations make mitigation measures or project alternative infeasible. As identified more fully in Section 3 of the Findings of Fact, the Board finds to the degree that any impacts described in the FEIR are perceived to have a less than significant effect on the environment or that such impacts appear ambiguous as to their effect on the environment as discussed in the Draft EIR, the District has responded to key environmental issues and has incorporated mitigation measures to reduce or minimize potential environmental effects of the proposed project to the maximum extent feasible. The Board adopts these Findings of Fact as though fully set forth herein and incorporates such Findings of Fact by reference;

5. CEQA Guidelines Section 15093 requires a public agency to adopt a Statement of Overriding Considerations to balance benefits against unavoidable adverse environmental effects. As shown by the FEIR, the Project will have unavoidable adverse effects for Agricultural Resources and a Statement of Overriding Considerations, setting forth the basis of the Board’s conclusion that the benefits of the Project outweigh the unavoidable adverse environmental impacts, such that such adverse impacts may be considered acceptable within the meaning of CEQA, is included, and hereby adopted;

6. The Board finds that the public and interested government agencies have been afforded adequate notice and opportunity to comment on the Notice of Preparation of the Draft EIR, Draft EIR, FEIR, and the Project;

7. The Board finds that information contained in various reports, errata, and modifications made to the Draft EIR in response to comments and the evidence presented in written and oral testimony, do not represent significant new information so as to require recirculation of the
Draft EIR pursuant to CEQA Guidelines Section 15088.5 and that the changes either clarify or amplify existing information or make insignificant changes;

8. The District has conducted a public hearing to evaluate the Project Site, pursuant to Education Code Section 17211, and has considered all public comments received in regard to the Project Site and the Project.

9. The District evaluated the Project Site pursuant to all applicable statutory requirements including the school site selection standards found in Title 5, Section 14010 et seq, of the California Code of Regulations.

10. The District consulted with the appropriate agencies and determined that the Project Site has not been identified by the Department of Health Services as a hazardous substance release site, and is not a current or former hazardous waste disposal site, and does not contain one or more underground or aboveground pipelines carrying hazardous substances, acutely hazardous materials, or hazardous waste, excepting natural gas lines which may be used to supply natural gas to the school site.

11. The District consulted with administering agencies with jurisdiction over the Project for the purpose of investigating the potential for hazardous or acutely hazardous air emissions within a one-quarter of a mile of the Project Site and has determined that while there are several facilities within the Oxnard Auto Center south of Collins Street within one-quarter mile of the proposed Project that might reasonably be anticipated to emit hazardous air emissions, or to handle hazardous or acutely hazardous materials, substance, or wastes as part of the auto services at the auto dealerships (e.g., changing oil, fluids, etc.), the health risks from such facilities do not and will not constitute an actual or potential endangerment of public health to persons who would attend or be employed at the school in light of restrictions placed on such operations by State and local government regulations that protect the public health and environment.

12. The Project Site is not located within 500 feet of the edge of the closest traffic lane of a freeway or other busy corridor as defined in Education Code Section 17213(c)(2)(C) that would create a health hazard or exposure to high level pollutants.

13. The Project Site is not within 1,500 feet of a railroad track easement.

14. The Board hereby finds that: (1) the District has consulted with the City of Oxnard relative to the acquisition of the Property; (2) the Property has been evaluated by the Board based on all factors affecting the public interest, including all of those set forth in the FEIR, and not limited to the cost of the land; and (3) the District will attempt to minimize any public health and safety issues resulting from neighboring agricultural uses that may affect students or employees at the Property.

15. The findings made in this Resolution are based upon the information and evidence set forth in the Draft EIR and FEIR and upon substantial evidence which has been presented in the record of these proceedings; the FEIR and all supporting material, which constitute a record
of these proceedings, will be kept at the District Office, located on the 3rd Floor of 1800 Solar Drive, Oxnard, CA 93030, under the control of the Assistant Superintendent of Business Services; and

16. The Board hereby approves the Project.

17. The Board hereby delegates authority to the Superintendent, or the Superintendent’s designee, to cause a Notice of Determination to be filed with the Ventura County Clerk and the California Office of Planning and Research ("State Clearinghouse"), and to take any other action reasonably necessary to effectuate the purpose of this Resolution.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 18th day of January, 2023, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

Ms. Eleanor Torres,
President of the Board of Trustees
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.2 Consideration for Approval of a Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC, and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.
Access: Public
Type: Action
Recommended Action: Staff recommends approval of the Water Allocation Agreement for 2600 and 3619 North Rose Properties with KMS Development, LLC and Berkshire Investments, LLC, with delegation of authority to Superintendent to negotiate non-substantive changes to finalize agreement.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

The District acquired from KMS Development, LLC, in 2021 certain real property located at or not 3619 N. Rose Avenue, and is in the process of acquiring property at 2600 N. Rose Avenue, both adjacent to the existing Rio Del Valley Middle School Site. Such properties are part of larger properties, which were historically used for agricultural purposes over the last century. As part of those acquisitions, the District is entitled to a pro-rata share of the underlying groundwater rights used to irrigate such lands.

In an attempt to quantify such entitlement, based on allocations provided by the Fox Canyon Groundwater Management Agency, the District has proposed an agreement with the seller, KMS Development, and its owner, Berkshire, to quantify, at least based on the FCGMA allocation, the District’s groundwater entitlement. Such will assist with the District’s efforts to annex the property into the City of Oxnard for purposes of utilizing water service, so that the District’s allocation can be thereafter allocated to the City has an anticipated condition of water service.

Accordingly, before the Board is a Water Allocation Agreement to accomplish to aforementioned allocation, and document the District’s pro-rata share of groundwater resources.

[Agmt_RioSD_Rose Properties_Water Allocation Agreement.PDF (4,832 KB)]

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
WATER ALLOCATION AGREEMENT
BASED ON PRIOR AND PROPOSED PROPERTY TRANSFERS FOR THE
NORTHERN AND SOUTHERN ROSE PROPERTIES

RIO SCHOOL DISTRICT AND BERKSHIRE INVESTMENTS, LLC

This AGREEMENT ("Agreement") is hereby entered into between BERKSHIRE INVESTMENTS, LLC, a California limited liability company, on behalf of itself and KMS DEVELOPMENT, LLC, a Nevada limited liability company ("KMS"), of which Berkshire is the manager (hereinafter, collectively, "Berkshire"), and the RIO SCHOOL DISTRICT ("District"), a California public school district. The District and Berkshire may herein be referred to individually as "Party" and collectively as "Parties."

Recitals

A. On or about August 13, 2021, the District acquired from Berkshire approximately 10-acres of real property, described and depicted in Exhibits A and B attached hereto (hereinafter, "Northern Rose"), with such acquisition the subject of a corrective deed recorded on December 6, 2021, as Ventura County Recorder Instrument No. 2021001981779.

B. The District is currently in escrow with Berkshire to purchase an additional 11.31 acres of real property, described and depicted in Exhibits C and D attached hereto (hereinafter, "Southern Rose"), with such acquisition currently the subject of an environmental review and analysis being conducted by the Rio School District.

C. Fox Canyon Groundwater Management Authority ("FCGMA") currently allocates 692.367 acre-feet of water per year ("AFY") to the following parcels of property identified as Ventura County Assessor Parcel Nos. 144-0-110-590 (22.19 acres), 144-0-110-055 (7.58 acres), 144-0-110-225 (92.53 acres), 144-0-110-075 (44.09 acres), 144-0-110-080 (44.10 acres), 144-0-110-090 (49.80 acres) and 144-0-110-295 (49.66 acres), for a total approximate acreage of 309.74 acres, which includes the Northern Rose and Southern Rose properties ("FCGMA Allocation").
D. Berkshire owns 260.08 acres of property (collectively, "Berkshire Properties"). A depiction of the Berkshire Properties, inclusive of the Northern and Southern Rose properties sold or to be sold to the District, that have traditionally been served water from the FCGMA Allocation are attached hereto as Exhibit E.

E. The FCGMA Allocation equals 2.235 acre-feet per acre.

F. The Parties acknowledge that the District, in acquiring the overlying land rights to the Northern Rose and Southern Rose properties without a reservation of water rights to Berkshire (or its predecessors), likewise acquired or will acquire the right to the proportionate share of the overlying groundwater right for such properties only, which would be equal to approximately 6.88% percent (21.31 acres of the 309.74 total acreage) of the FCGMA Allocation.

Agreement

Section 1. Water Allocation. The Parties agree that based on the proportionate shares of land ownership, the appropriate shares of the FCGMA Allocation are as follows:

(a) Northern Rose (10 acres): 22.350 AFY (3.23%)

(b) Southern Rose (11.31 acres): 25.278 AFY (3.65%)

Either Party shall have the right to transfer their water allocation to third-parties, including, but not limited to, governmental entities, at their sole discretion, and the District would contemplate that it will be required to do so as to its allocation as a condition of annexation of the Northern Rose and/or Southern Rose properties into the City of Oxnard.

Section 2. FCGMA Transfer. The Parties hereby agree that 22.350 AFY of the FCGMA Allocation shall be transferred to the District effective August 13, 2021 in connection with the Northern Rose Property, and 25.278 AFY of the FCGMAAllocation shall be transferred to the District effective as of the close of escrow of the District’s purchase of the Southern Rose property. If for any reason, the District does not purchase the Southern Rose property, the share of FCGMA Allocation attributable to the Southern Rose property will not transfer to the District. The Parties shall cooperate and assist, as needed, in accomplishing such transfer, as may be reasonably required by FCGMA, the County of Ventura, the City of Oxnard, or any other agency with similar jurisdiction and/or responsibilities.

Section 3. FCGMA Allocation Modifications. The Parties acknowledge that, from time to time, FCGMA, the State Water Resources Control Board (“SWRCB”), the State of California (“State”), and some other agency with jurisdiction or asserted jurisdiction over the groundwater underlying the properties the subject of this Agreement may reduce the allocations due to drought, water shortage, or other existing or alleged conditions. In the event of such decrease, though nothing in this Agreement shall be deemed to constitute a waiver of either Parties’ right to challenge or contest such reductions as to the agency calling for such reductions, the Parties agree that their respective shares of the FCGMA Allocation shall be reduced proportionately. Notwithstanding the foregoing, if any of the aforementioned allocation reductions are based not on acreage, but rather based on land use, then the reductions applied to
the properties herein shall instead be reduced based on such uses. By way of illustration, if a water conservation adjustment were made that applied a 10% reduction for agricultural uses, and a 20% reduction for school and institutional uses, then based on actual uses of the properties at the time of such reduction, the District’s properties may experience a greater cutback than Berkshire’s properties, consistent with the reductions imposed by the agency with jurisdiction.

Section 4. Easement. The Parties separately agree that the District shall convey to Berkshire an easement consistent with Exhibit F ("Easement"), attached hereto and incorporated herein by this reference, for the purposes of operating, maintaining, and accessing the existing water well located on the Southern Rose Property on the conditions set forth therein.

Section 5. Notices. Any notice provided for herein or otherwise required to be given hereunder shall be deemed received when personally served or three (3) days after mailing by certified or registered United States mail, return receipt requested, postage prepaid, or by facsimile machine or electronic mail, with transmission and receipt confirmed, or by overnight delivery service, addressed as follows: (1) to Berkshire, shall be addressed to Bradley Hileman at 411 Walker Street, Watsonville, CA 95076, or if sent via e-mail: Brad.Hileman@berry.net; and (2) to DISTRICT, shall be addressed to Wael Saleh, Asst. Superintendent, Business Services, Rio School District, 1800 Solar Drive, 3rd Floor, Oxnard, California 93030, or if sent via e-mail: wsaleh@rioschools.org; with a courtesy copy to Dr. Joel Kirschenstein of Sage Realty Group at joel@sagerealtygroup.com. The person and the place to which notices are to be mailed may be changed by either Party by providing written notice of same to the other.

Section 6. Legal Interpretation of Instrument. This Agreement shall be governed by the laws of the State of California. This Agreement constitutes the entire understanding between the Parties with respect to the use described herein, supersedes all negotiations, prior discussions and preliminary agreements made prior to the date hereof with regard to this right of use. This Agreement may not be changed except in writing executed by both Parties. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 7. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same Agreement. Original notarized signatures shall be required in order to permit recording of this Agreement.

Section 8. Recitals. The Recitals are incorporated into this Agreement as though fully set forth herein.

Remainder of Page Left Intentionally Blank
Section 9. Authority. Each person signing this Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this Agreement on behalf of the Party for whom they are signing, and that the Agreement is a valid and legal agreement on such party and enforceable in accordance with its terms.

BERKSHIRE:

KMS DEVELOPMENT, LLC, a Nevada limited liability company

By: ____________________________

Its: ____________________________

BERKSHIRE INVESTMENTS, LLC, a California limited liability company

By: ____________________________

Its: ____________________________

DISTRICT:

RIO ELEMENTARY SCHOOL DISTRICT

Dr. John Puglisi, Superintendent

All Signatures Must Be Notarized
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF _______________ ) ss.

On ______________________, before me, ______________________ (here insert name and title of the officer), personally appeared ______________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF ________________ ) ss.

On ________________________, before me, ________________________________ (here insert name and title of the officer), personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF

On ________________________, before me, __________________________________________ (here insert name and title of the officer), personally appeared ________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
EXHIBIT “A”
NORTH CAMPUS EXPANSION AREA

That portion of Lot 88 of the Rancho Santa Clara del Norte, County of Ventura, State of California, per map made by Geo. C. Power and recorded in Book 3, at Page 26 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

Beginning at the most easterly corner of the land described in the Grant Deed to the Rio School District recorded on February 10, 1960 in Book 1828, at Page 203 of Official Records, in said Office, said corner being marked by a 1.5-inch Iron Pipe tagged “LS 5983” as shown on map filed on February 23, 2000 in Book 52, at Page 74 of Records of Survey, in said Office; thence, along the northeasterly line of said Grant Deed,

1st North 49°46'40” West, a distance of 1104.34 feet to the northwesterly line of said Lot 88, also being the center line of Rose Avenue; thence along said northwesterly line and said center line,

2nd North 24°28'02” East, a distance of 270.44 feet; thence at right angles,

3rd South 65°31'58” East, a distance of 1062.35 feet to the northeasterly prolongation of the southeasterly line of said Grant Deed; thence along said prolongation,

4th South 24°25'00” West, a distance of 570.29 feet to the Point of Beginning.

EXCEPT the interest in the northwesterly 40 feet of said land as conveyed to the County of Ventura, for public road purposes, by deed recorded on July 10, 1934 in Book 420, at Page 36 of Official Records, in said Office.

Contains: 10.00 Acres, more or less.

The above-described parcel of land is delineated on the attached Exhibit “B”.

William T. Hurdle  10-25-2021
PLS 5453  Date

Page 1 of 1
6207 Ex A North Campus Expansion 10 Ac.docx
EXHIBIT "B"

NORTH CAMPUS EXPANSION AREA

PORTION OF LOT 88
RANCHO SANTA CLARA
DEL NORTE
3 MR 26

52 RS 74

AREA
10.00 ACRES, MORE OR LESS

LEGEND
CL CENTERLINE
OR OFFICIAL RECORDS
RS RECORD OF SURVEY

William T. Hurdle 10-25-2021
WILLIAM T. HURDLE
PLS 5453

JENSEN DESIGN & SURVEY, INC. 1672 DONLON STREET, VENTURA, CA 93003 (805) 654-6977
EXHIBIT C
SOUTH CAMPUS EXPANSION AREA

Those portions of Lots 88 and 89 of the Rancho Santa Clara del Norte, County of Ventura, State of California, per map made by Geo. C. Power and recorded in Book 3, at Page 26 of Miscellaneous Records (Maps), in the Office of the County Recorder of said County, described as follows:

**Beginning** at the most southerly corner of the land described in the Grant Deed to the Rio School District recorded on February 10, 1960 in Book 1828, at Page 198 of Official Records, in said Office, said corner being marked by a 1.5-inch Iron Pipe tagged “LS 5983” as shown on map filed on February 23, 2000 in Book 52, at Page 74 of Records of Survey, in said Office; thence, along the southwesterly line of said Grant Deed to Rio School District,

1st North 66°25'00" West, a distance of 1063.60 feet to the northwesterly line of said Lot 89, also being the center line of Rose Avenue; thence along said northwesterly line and said center line,  

2nd South 24°28'02" West, a distance of 481.20 feet to the most westerly corner of the land described in the Grant Deed to Michael Vincent Doud recorded on February 27, 1953 in Book 1119, at Page 516 of Official Records, in said Office; thence along the southwesterly line of said Grant Deed to Doud,  

3rd South 66°24'58" East, a distance of 1064.03 feet to the southwesterly prolongation of the southeasterly line of said Grant Deed to the Rio School District; thence along said prolongation,  

4th North 24°25'00" East, a distance of 481.20 feet to the **Point of Beginning**.

EXCEPT the interest in the northwesterly 40 feet of said land as conveyed to the County of Ventura, for public road purposes, by deed recorded on July 10, 1934 in Book 420, at Page 43 of Official Records, in said Office.

ALSO subject to Easement Deed to County of Ventura for public road right-of-way and related purposes recorded on January 14, 2014 as Instrument No. 20140114-00004583 of Official Records, in said Office.

Contains: 11.31 Acres, more or less.

The above-described parcel of land is delineated on the attached Exhibit ‘B’.
EXHIBIT "F" - PROPOSED EASEMENT

Recording Requested by and
Return to:

Rio School District
Attn: Superintendent
1800 Solar Drive, 3rd Floor
Oxnard, CA 93030

ASSESSOR'S PARCEL NO(S.):

FREE RECORDING REQUESTED:
Essential to Acquisition By
Rio School District
Government Code §§6103 & 27383

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)
Exempt from Documentary Transfer Tax per
Revenue and Taxation Code §11922

GRANT OF EASEMENT
FOR MAINTENANCE, OPERATION, ACCESS, AND USE OF WATER WELL

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the RIO
SCHOOL DISTRICT, a California public school district formed and existing pursuant to the California
Education Code ("District" herein), hereby grants and conveys to KMS DEVELOPMENT, LLC, and
BERKSHIRE INVESTMENTS, LLC., as well as their successors and assigns (collectively, "KMS") a
perpetual appurtenant easement ("Easement") and right-of-way for purposes of operating, accessing,
maintaining, and repairing an existing water well and water pipeline located on the District's property
acquiring from KMS for the benefit of the following properties: Ventura County Assessor Parcel Nos.
144-0-110-590, 144-0-110-055, 144-0-110-225, 144-0-110-075, 144-0-110-080, and 144-0-110-090, as
those parcels existed in July 2022, but excluding any portions thereof transferred to the District.

This easement shall include, but not by way of limitation, the right to reconstruct, remove,
replace, inspect, maintain, repair, enter upon, and otherwise use the hereinafter described property for
these purposes, together with incidental appurtenances and connections, in, over, under, upon, along,
through and across the real property located in the unincorporated territory of the County of Ventura,
State of California, as described in Exhibit "A" and depicted in Exhibit "B", which exhibits are attached
hereto and made a part hereof (the "Easement Area"), as necessary in connection with the use, operation
and maintenance of the water well and water pipeline and appurtenances lying within the Easement Area.

Subject to: Covenants, conditions, restrictions, easements, rights, rights-of-way and
encumbrances of record or apparent.

A. Rights of District to Use Easement Area:

1. Rights of Use. Subject to the provisions of Paragraph A-2 below, it is understood
and agreed that the easements and rights-of-way acquired herein are also acquired subject to the rights of
the District to use the Easement Area for any purpose whatsoever to the extent that such use does not
unreasonably interfere with the KMS' use of its easement. The District retains the rights which are not
inconsistent with the easement. Such use by the District shall include, but not be limited to, the
compatible use for streets, roadways, pipelines, fences, cuts, fills or other similar structures or other
compatible improvements under, upon, over, and across the Easement Area. Except as to that portion of
the Easement Area in which the water well is located, District shall have the right to use the Easement
Area for purposes of constructing buildings, structures, block walls, and other such immovable or
permanent fixtures, and if such later interferes with the ability of KMS to replace or repair its water
pipeline, District shall cooperate with KMS to identify and provide an alternative easement for such
pipeline to be constructed, at KMS's sole cost and expense.
2. **Obligations To Repair Damage.** KMS shall be responsible at its sole expense for restoring the ground surface to a condition reasonably consistent with its existing condition following any ground disturbance necessitated by its exercise of its easement rights set forth herein. KMS shall be responsible for returning the ground to grade following any work performed, and restoring the surface of the property to the same condition as existed before KMS undertook its repairs and/or activities within the Easement Area.

3. **Construction and Activities in Easement Area.** KMS acknowledges that any work performed in the Easement Area may be subject to the review and jurisdiction of the California Division of the State Architect ("DSA"), and will comply with any requirements imposed by DSA relative to any construction or activities in the Easement Area. Any construction in the Easement Area shall be subject to any and all laws applicable to construction work conducted on a school site, including, but not limited to, Education Code sections 45125.1 and 45125.2, as it may be amended from time to time. The District shall reasonably cooperate with KMS requests when necessary to comply with the requirements of this paragraph, provided the District shall incur no obligation to incur funds for the purpose of completing any required construction, unless through separate agreement with KMS.

4. **Use and Operation of Water Well.** This Easement shall include KMS' right to use and operate the water well for purposes of pumping groundwater. Notwithstanding this Easement, the District, and its successors-in-interest, if any, shall also be permitted to pump water from the well located within the Easement Area, subject to the requirements of Section 5 and 6 set forth herein.

5. **Pump Logs.** Both KMS and the District, to the extent they pump water from the well located within the Easement Area, shall maintain well logs documenting the amount of water they pump. To the extent necessary, each shall install their own calibrated meter for purposes determining pumped amounts, with such amounts reported to the other on an annual basis or as requested by the other party.

6. **Shared Maintenance Costs.** KMS and the District shall share in the costs to maintain the well, in a proportionate amount relative to the amount pumped by each over the three year period preceding any applicable maintenance or repairs, based on the well logs maintained pursuant to Section 5 of this Easement.

B. **Successors and Assigns:**

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of District and KMS. For purposes of this Easement, the "District" and "KMS" shall include not only those entities, respectively, but also any successors-in-interest to their respective real properties.

C. **Termination or Expiration of Easement:**

This Easement shall be perpetual, except notwithstanding such intention, this Easement shall terminate upon any of the following events: (1) written notice from KMS to the District that KMS no longer requires or desires to maintain the water well or pipeline within the Easement Area; (2) a requirement or determination by the City of Oxnard, County of Ventura, or State of California, or any agency or department thereof with jurisdiction over the Easement Area, that the water well and/or pipeline must be abandoned or transferred as a condition for the construction or operation school facilities on adjacent District-owned property and/or of accomplishing the annexation of District-owned property, including the Easement Area, into the City of Oxnard. In the event of such a determination by the City, County, or State, the District shall immediately notify KMS of such determination, and KMS shall be entitled to the opportunity, at its sole discretion and expense, to challenge such determination by the City, County, or State, in an effort to maintain KMS' access to the well. In the event of the termination and/or expiration of this Easement, KMS shall be responsible for removing any and all above-ground water well equipment from the Easement Area, and shall coordinate with the District as to whether any underground well equipment or water pipeline must be removed from the Easement Area or simply abandoned in place.
D. Rerouting of Pipeline:

At any time, if the District requires the relocation or rerouting of the water pipeline utilized to access the water well located within the Easement Area, KMS shall reroute its water pipeline, provided that the District grants an alternative easement for the new pipeline that connects to the water well. The first such relocation or rerouting shall be at the sole cost and expense of KMS. Any subsequent relocations, as evidenced by recorded easements for the alternative routing of the pipelines, shall be at the expense of the party requesting or desiring the relocation or rerouting.

IN WITNESS WHEREOF this Grant of Easement has been executed, and the terms contained herein agreed upon by the Parties, this ________ day of ______________________, 2022.

KMS:
KMS DEVELOPMENT, LLC, a Nevada limited liability company
By: ________________________________
Its: ________________________________

DISTRICT:
RIO ELEMENTARY SCHOOL DISTRICT
Dr. John Puglisi, Superintendent

BERKSHIRE INVESTMENTS, LLC, a California limited liability company
By: ________________________________
Its: ________________________________
**Agenda Item Details**

**Meeting**
Jan 18, 2023 - RSD Regular Board Meeting

**Category**
9. Discussion/Action

**Subject**
9.3 Approval of Resolution 22/23-14 Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions

**Access**
Public

**Type**
Action

**Budgeted**
No

**Recommended Action**
Staff recommends approval of Resolution 22/23-14 of the Board of Trustees of the Rio Elementary School District Declaring the Results of the School Bond Election Held November 8, 2022, and Other Related Actions

**Public Content**

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

**Rationale:**

The purpose of this resolution is to confirm the results of the Measure H general obligation bond election and enter the results in the minutes of the Board of Trustees, to authorize District staff to deliver the results and file reports with County officials, and to establish a citizens’ bond oversight committee as required by law.

The Board of Trustees called a general obligation bond election, known as Measure H, pursuant to its Resolution No. 21/22-26, held on November 8, 2022. The Registrar of Voters of Ventura County (the “Registrar”) canvassed the returns of the November 8, 2022 election, as required by law, and delivered to the Board a certificate of election results certifying that at least 55 percent of the votes cast on Measure H were in favor of issuing bonds.

In addition to declaring the results of the Measure H election and entering the results on the Board’s minutes, this resolution requests the Ventura County Superintendent of Schools to send copy of the election results to the Ventura County Board of Supervisors, in accordance with Education Code section 15274. Further, this resolution authorizes District staff to prepare and deliver a report on the election to the Ventura County Superintendent of Schools, in accordance with Education Code section 15111.

This resolution additionally establishes a Measure H Citizens’ Bond Oversight Committee (the “Measure H Committee”) as required by the California Education Code. Further, the resolution approves consolidation of the Measure H Committee with the existing Measure L Citizens’ Bond Oversight Committee (the “Measure L Committee”) and appoints the Measure L Committee members to also serve on the Measure H Committee.

**Rio SD Resolution 222314 Declaring Election Results Measure H.pdf (138 KB)**

**Administrative Content**

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
RESOLUTION NO. 22/23-14

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL DISTRICT
DECLARING THE RESULTS OF THE SCHOOL BOND ELECTION
HELD NOVEMBER 8, 2022, AND OTHER RELATED ACTIONS

WHEREAS, a general obligation school bond election (the “Election”) was held in the boundaries of the Rio Elementary School District (the “District”), Ventura County, State of California, on November 8, 2022, called under the authority of the District’s Resolution No. 21/22-26 (the “Election Resolution”), along with an order calling the Election, which was duly approved, passed, and adopted by the District’s Board of Trustees (the “Board”) on June 29, 2022;

WHEREAS, at the Election there was submitted to the electors of the District the measure of incurring a general obligation bonded indebtedness by the District as hereinafter set forth (“Measure H”);

WHEREAS, the Registrar of Voters of Ventura County (the “Registrar”) has now duly canvassed the returns of the Election, as required by law and the Board’s Election Resolution;

WHEREAS, the Registrar has also filed with this Board a statement of all votes cast at the Election showing the whole number of ballots cast, the whole number of votes cast in the District, and the whole number of votes cast for and against the measure in the District in each of the respective consolidated Election precincts therein;

WHEREAS, the Registrar has also filed, attached to the statement, a certificate as to the correctness of the statement;

WHEREAS, the Registrar has certified that the District’s bond measure was approved by at least fifty-five percent (55.0%) of those voters voting on the measure as required by Section 18(b) of Article XVI and Section 1 of Article XIII A of the California Constitution;

WHEREAS, by way of the Election Resolution and Sections 15278 et seq. of the California Education Code (the “Education Code”), the Board is required to establish a citizens’ oversight committee to ensure that the proceeds of the general obligation bonds authorized by Measure H (the “Bonds”) are expended only for the purposes set forth in the Election Resolution and Measure H approved by the voters;

WHEREAS, a citizens’ oversight committee was previously established on February 20, 2019, pursuant to Resolution No. 1819/14, to oversee the expenditure of bond proceeds authorized by Measure L (the “Measure L Committee”) approved by voters of the District at an election held on November 6, 2018;

WHEREAS, the Board now seeks to appoint a citizens’ oversight committee to oversee the expenditure of bond proceeds authorized by Measure H (the “Measure H Committee”).

169697v1 / RIOSD.35.19
NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Rio Elementary School District, Ventura County, California, as follows:

Section 1. Confirmation of Canvass. The canvass by the Registrar, as shown by the statement of all votes cast and the certificate of the Registrar, in the form attached hereto as Exhibit A (the “Certificate of Election Results”), is hereby ratified, confirmed, approved and entered upon the minutes of this meeting of the District’s Board.

Section 2. Bond Measure. At the Election, the following measure for incurring bonded indebtedness was submitted to the electors of the District:

MEASURE H: To improve the quality of educational facilities, upgrade, modernize, and renovate outdated classrooms, restrooms and facilities; make health, safety, and security improvements; upgrade technology; provide HVAC; and construct new classrooms and libraries, shall Rio Elementary School District’s measure be adopted to authorize $72,000,000 of bonds with legal rates, raising on average $4,000,000 per year until repaid, at approximately 2.1¢ per $100 assessed value, with annual audits, independent oversight, NO money for salaries, and all funds staying local?

Section 3. Votes Cast. The total number of ballots cast, the total number of votes cast in the District at the Election, and the total number of votes cast in each precinct, including votes cast by vote by mail voters of the District, for and against the measure, is shown on Exhibit A attached hereto.

Section 4. Votes Cast By Vote By Mail Ballots. Pursuant to the Certificate of Election Results, all votes cast by vote by mail ballots have been duly received and canvassed in the time, form, and manner as required by law.

Section 5. Measure Passed. At least fifty-five percent (55.0%) of all the votes cast at the Election on the measure were in favor of the measure, and the measure passed.

Section 6. Certification of Proceedings. This Board hereby authorizes the District Superintendent or the Assistant Superintendent of Business Services, for and in the name of this Board, to certify all proceedings had in the premises to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

Section 7. Delivery of Certificate of Election Results. The Superintendent of Schools of Ventura County (the “County Superintendent”) is hereby requested to send a copy of the Certificate of Election Results to the Board of Supervisors of Ventura County, in accordance with Section 15274 of the California Education Code.

Section 8. Report of Election. This Board hereby authorizes the District Superintendent or the Assistant Superintendent of Business Services, for and in the name of this Board, to prepare and deliver the report concerning the Election that is required by Section 15111 of the California Education Code.
Section 9. Establishment of Citizens' Oversight Committee. The Measure H Committee, an independent citizens' oversight committee, is hereby established in compliance with the Education Code for the general purpose of ensuring that the proceeds of the Bonds authorized by Measure H are expended as set forth in the Election Resolution and for the further purpose of generally informing the public concerning the expenditure of Measure H Bonds.

Section 10. Consolidation into One Citizens' Oversight Committee. The Board hereby consolidates all existing citizens' oversight committees, namely the Measure L Committee and the newly formed Measure H Committee, into a single oversight committee (the "Consolidated Committee"), to oversee the expenditure of both Measure L and Measure H bond proceeds.

Section 11. Committee Members. The Board has requested that the current members of the Measure L Committee continue to serve on the Consolidated Committee to oversee the expenditure of both Measure L and Measure H bond proceeds. The current members of the Measure L Committee have agreed to serve on the Consolidated Committee to additionally oversee the expenditure of Measure H bond proceeds. As a result, the Board hereby appoints the Measure L Committee members, currently serving on the Measure L Committee as of the date of this Resolution, to serve as members of the Consolidated Committee overseeing both Measure L and Measure H bond proceeds.

Section 12. Authorization of Further Acts. The Superintendent and his authorized designees are hereby directed, individually and collectively, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution.

APPROVED, PASSED, AND ADOPTED by the following vote of the members of the Board of Trustees of the Rio Elementary School District, of Ventura County, State of California, this ___ day of January 2023:

AYES

NOES

ABSENT

ABSTAIN

By: ________________________________
President of the Board of Trustees

ATTEST:

By: ________________________________
Secretary of the Board of Trustees

169697v1 / RIOSD.35.19
EXHIBIT A

Certificate of Results
Registrar of Voters
Ventura County

Statewide General Election
November 8, 2022

[See attached]
OFFICIAL
CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

Rio School District
Bond Election
Measure “H”

November 8, 2022

State of California
County of Ventura

I, MARK A. LUNN, Clerk-Recorder, Registrar of Voters of the County of Ventura,
State of California, do hereby certify that the following is a true and correct Canvass of
the Ballots Cast for and against Measure "H" for the Rio School District Bond Election
consolidated with the General Election held on November 8, 2022.

I certify that the total ballots cast at the Rio School District Bond Election are as
follows:

<table>
<thead>
<tr>
<th>Vote Center Ballots Cast</th>
<th>Vote by Mail Ballots Cast</th>
<th>Total Ballots Cast</th>
</tr>
</thead>
<tbody>
<tr>
<td>789</td>
<td>7,315</td>
<td>8,104</td>
</tr>
</tbody>
</table>

I further certify that the total votes cast on Measure "H" are as follows:

<table>
<thead>
<tr>
<th>Measure &quot;H&quot;</th>
<th>Vote Center Vote</th>
<th>Vote by Mail Vote</th>
<th>Total Vote</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES:</td>
<td>40%</td>
<td>4,317</td>
<td>4,726</td>
</tr>
<tr>
<td>NO:</td>
<td>319</td>
<td>2,524</td>
<td>2,843</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 8th day of December 2022:

MARK A. LUNN, Clerk-Recorder, Registrar of Voters
County of Ventura
**Agenda Item Details**

Meeting: Jan 18, 2023 - RSD Regular Board Meeting  
Category: 9. Discussion/Action  
Subject: 9.4 Approval of Salary Schedule Adjustments  
Access: Public  
Type: Action  
Preferred Date: Jan 18, 2023  
Absolute Date: Jan 18, 2023  
Fiscal Impact: Yes  
Dollar Amount: 222,000.00  
Budgeted: Yes  
Budget Source: General Fund and COVID Funds  
Recommended Action: The administration recommends approval of this item.

**Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Due to recent and projected increases in the state minimum wage, the district and CSEA found it necessary to negotiate changes to the salary schedule to continue to meet the minimum wage requirements. The newly ratified salary schedule removes the lowest two ranges, provides a slight increase to the new starting range, equalizes discrepancies between ranges and steps, and moves all classified members one range to maintain the same proportions in pay.

Additionally, during the last full negotiations with CSEA, the two parties agreed to a slight adjustment to the vacation accrual for classified employees. As confidential employees are also classified, the district is requesting approval of changes to the confidential salary schedule to reflect the same compensation received by other classified members which includes the adjustment of the vacation accrual and matching of longevity to the CSEA agreement.

**Administrative Content**

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES AND ASSOCIATION
AND ITS RIO CHAPTER 329
And the
RIO SCHOOL DISTRICT

December 14, 2022

The following reflects the full and complete agreement of the California School Employees Association and its Rio Chapter #329 (hereinafter "Association") and the Rio School District (hereinafter "District") new bargaining unit salary placements for the following classifications.

In order to address the current concerns with the salary schedule due to changes in the state minimum wage and issues regarding inequities between steps and ranges the district proposes the following changes to be effective January 1, 2023:

<table>
<thead>
<tr>
<th>The classified salary schedule will be made proportional with a 5% between all steps and a 2.5% between every range.</th>
</tr>
</thead>
<tbody>
<tr>
<td>All employees currently in range 18 will move to range 20. Step A of range 20 will be changed to meet the minimum wage requirement of $15.50.</td>
</tr>
<tr>
<td>All other classifications will be moved up one range.</td>
</tr>
</tbody>
</table>

No unit member shall receive a loss of compensation upon implementation of this proposal.

Tentatively agreed to on the 14th of December, 2022. The increases will be effective January 1, 2023. This Memorandum of Understanding will become final and binding upon the parties with ratification by the membership of the Association (pursuant to Association Policy 610 if required by that policy) and adoption by the Rio School District Board of Trustees.

For the District:
Rebecca Rocha

For CSEA:

[Signatures]
## Classified Salary Schedule
### 2022/2023

<table>
<thead>
<tr>
<th>Business Services</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Clerk I/ASB</td>
<td>30</td>
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<tr>
<td>Account Clerk II</td>
<td>32</td>
</tr>
<tr>
<td>Account Clerk III</td>
<td>34</td>
</tr>
<tr>
<td>Tech. Infrastructure &amp; Learning Environment Support Technology</td>
<td>30</td>
</tr>
<tr>
<td>Technology Information Systems Support Technician</td>
<td>34</td>
</tr>
<tr>
<td>Warehouse Worker/Delivery Driver</td>
<td>37</td>
</tr>
<tr>
<td>Microcomputer Network Support Technician</td>
<td>39</td>
</tr>
<tr>
<td>Education Technology Network Support Specialist</td>
<td>42</td>
</tr>
<tr>
<td>Purchasing Assistant</td>
<td>43</td>
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<tr>
<td>System Network Technician</td>
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</tr>
<tr>
<td>Senior Accounting Specialist</td>
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<tr>
<td>Network Systems Administrator</td>
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<table>
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<tbody>
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<td>Clerk Typist I</td>
<td>21</td>
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<tr>
<td>Clerk Typist II</td>
<td>24</td>
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<tr>
<td>Clerk Typist II Bilingual/Bi-literate</td>
<td>25</td>
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<tr>
<td>Clerk Typist III</td>
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</tr>
<tr>
<td>Receptionist/Clerk</td>
<td>26</td>
</tr>
<tr>
<td>Student &amp; Family Support Specialist</td>
<td>27</td>
</tr>
<tr>
<td>District Translator</td>
<td>30</td>
</tr>
<tr>
<td>Parent, Student &amp; Teacher Liaison</td>
<td>30</td>
</tr>
<tr>
<td>Secretary</td>
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</tr>
<tr>
<td>School Office Manager/Elementary</td>
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<tr>
<td>School Office Manager/Secondary</td>
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<tr>
<td>Student Data Systems Specialist</td>
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<tr>
<td>Data Analyst</td>
<td>35</td>
</tr>
<tr>
<td>Department Manager</td>
<td>39</td>
</tr>
<tr>
<td>Senior Student Information Systems Specialist</td>
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<tbody>
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<td>Food Service I</td>
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<td>Food Service Delivery Driver</td>
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<tr>
<td>Food Service Manager</td>
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<table>
<thead>
<tr>
<th>Instructional</th>
<th>Range</th>
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</thead>
<tbody>
<tr>
<td>Library Clerk/Elementary</td>
<td>22</td>
</tr>
<tr>
<td>Library Clerk/Secondary</td>
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<tr>
<td>District Library Clerk</td>
<td>28</td>
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<tr>
<td>Instructional Assistant</td>
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</tr>
<tr>
<td>After School Program Specialist</td>
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<tr>
<td>Instructional Assistant/Bilingual</td>
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<tr>
<td>Instructional Assistant/Special Ed</td>
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<tr>
<td>Instructional Specialist - Behavior</td>
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<tr>
<td>After School Program Site Coordinator</td>
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<tr>
<td>Speech &amp; Language Pathology Assistant</td>
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<td>Social Emotional Behavior Intervention Specialist</td>
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<td>Occupational Therapist</td>
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<tr>
<td>Maintenance, Operations &amp; Transportation</td>
<td>Range</td>
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<td>Grounds Worker I</td>
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<td>Bus Driver/Custodian</td>
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<td>Maintenance Worker I</td>
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<td>Bus Driver/Delivery Driver</td>
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<tr>
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<td>Maintenance Worker III/Technology</td>
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<td>59</td>
<td>7,038</td>
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<tr>
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<td>40.60</td>
</tr>
</tbody>
</table>

Anniversary Increments

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

MOU Salary Adjustment

Pending Board Approval

Vacation

- 0 through 4 years - 1.00 days per month
- 5 through 9 years - 1.25 days per month
- 10 through 14 years - 1.50 days per month
- 15 through 19 years - 1.75 days per month
- 20 through 24 years - 2.00 days per month

Effective 1-1-23 (Upon Ratification)
<table>
<thead>
<tr>
<th>Position</th>
<th>Step A</th>
<th>Step B</th>
<th>Step C</th>
<th>Step D</th>
<th>Step E</th>
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</thead>
<tbody>
<tr>
<td>Executive Secretary to the Superintendent</td>
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<td>5,336</td>
<td>5,605</td>
<td>5,885</td>
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<td>5,344</td>
<td>5,612</td>
<td>5,892</td>
</tr>
<tr>
<td>Human Resources Credential/Data Specialist</td>
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<td>5,091</td>
<td>5,344</td>
<td>5,612</td>
<td>5,892</td>
</tr>
<tr>
<td>Administrative Secretary</td>
<td>4,272</td>
<td>4,485</td>
<td>4,711</td>
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<tr>
<td>Human Resources Assistant</td>
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<td>4,485</td>
<td>4,711</td>
<td>4,946</td>
<td>5,192</td>
</tr>
</tbody>
</table>

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

**Professional Growth Stipend/Professional Program:**
In accordance with California School Employees Association bargaining unit agreement

**Vacation:**
2 paid vacation days per month

**Paid Holidays:**
Equal to holidays delineated in California School Employees Association bargaining unit agreement

**Effective 7-1-2022:** 5% salary increase

Pending Board Approval.
Agenda Item Details

Meeting                Jan 18, 2023 - RSD Regular Board Meeting
Category              9. Discussion/Action
Subject               9.5 Approval of Merit System Election Protocols and Procedures
Access                Public
Type                  Action
Preferred Date        Jan 18, 2023
Absolute Date         Jan 18, 2023
Fiscal Impact         No
Recommended Action    Administration recommends approval at this time.

Public Content

Speaker: Rebeca Rocha, Director of Human Resources

Rationale: Under AB 289, the district's governing board must devise an identification system to ensure against fraud in the balloting process and forming a tabulation committee. The attached Merit System Election Procedures have been discussed between the district and CSEA and are being brought forward for approval from the board to ensure a fair and impartial vote on the merit system that was petitioned by CSEA at the October 19, 2022 board meeting.

Merit System Election Procedures - RIO January, 2023.docx (1).pdf (104 KB)

Administrative Content

Executive Content
Rio School District
Merit System Election Procedures
January 9, 2022

Upon receipt of a petition submitted to the Board of Trustees on October 19, 2022, signed by at least 15 percent of the members of the classified service, the Rio School District has called for election, the question of whether or not the merit system shall become applicable to the district.

Pursuant to Education Code section 45221(b)(3),

Although the ballot shall not require the employees’ signatures or other personal identifying requirements, the governing board shall devise an identification system designed to ensure against fraud in the balloting process.

The pool of eligible voters in this election shall be “classified employees,” which Education Codes section 45221(a) defines as all personnel who are part of the classified service as defined in Education Code section 45221(a).

Identification Procedures:

1. Each District school site or worksite where classified employees regularly report for duty shall prepare a list of all currently employed classified employees who work at that site, including any employee who is on leave. Classified employees who report for duty at multiple sites shall be eligible to vote at their first assigned work location on the day of the election. The District Office shall prepare a list of classified employees who regularly report for duty at the District Office, and that list shall also include all District classified employees who report for duty at multiple school sites. If a classified employee who reports to duty at multiple sites reports to vote at a site other than their first assigned work location per the prepared lists, the principal, assistant principal, or certificated administrator responsible for monitoring voting (polling station monitor) shall contact the District Human Resources Office to confirm that the employee has not voted at another site. The District Human Resources Office will confirm the employee has not voted at their first work location, per the prepared lists, and direct that location to strike the name from the prepared list. With authorization of the District Human Resources Office, the employee shall then be added to and sign the list at the other site and be permitted to vote. The lists to be prepared in accordance with this paragraph shall include a line next to each employee’s name for the employee to sign his or her name:

Example: Jane Smith ____________________________

John Smith ____________________________

2. When an employee arrives at a voting station to vote, he or she shall provide photo identification to the polling station monitor. The polling station monitor shall review the photo identification to ensure the person’s name appears on the list of employees at that worksite. Upon verification of the employee’s identification and worksite, the employee shall sign next to their name on the list and shall be given a ballot and a sealable envelope. The polling station monitor
shall check to ensure the employee has not already signed the list. If a signature appears next to an employee’s name, the employee shall not be given a ballot and the polling station monitor shall contact the District Human Resources Office for direction.

Voting Procedures:

1. An election to determine whether the merit system shall be applicable in the Rio School District shall be held on February 8, 2023. Voting hours shall be from 7:30 a.m. to 4:30 p.m., with the exception of Maintenance, Operations, and Transportation which shall be open from 6:00 a.m. to 4:30 p.m. Polls shall close promptly at 4:30 p.m., and no voting shall take place thereafter.

2. Polling stations shall be established at each worksite where classified employees regularly report for duty.

3. Site principals shall oversee the voting process at each school site. Principals, assistant principals, and certificated administrators from the District Office shall serve as monitors at each polling station. A principal, assistant principal, or certificated administrator shall be stationed at each polling station at all times during voting hours on the day of the election. Additionally, a classified employee designated by CSEA shall be permitted to oversee the voting process along with the designated administrator.

4. At least one private polling station shall be established inside or just outside the site administrator’s office or the office of the certificated administrator responsible for monitoring voting at the District Office or other worksites. The private polling stations shall contain barriers providing privacy on three sides so the voter is able to access the polling station from the front. Only one classified employee shall have access to a private polling station at a time.

5. Ballots shall be prepared by the District on specialty paper with a unique mark identifying it as an official ballot and distributed to each school site. The ballot distributed to each school site and given to eligible voters shall read:

    “Shall the merit (civil service) system for classified employees be applicable in the Rio School District?”

    ______ Yes  ______ No

6. Upon verification of the employee’s identification and worksite, the employee shall be given a ballot and a sealable envelope. Once the employee has voted, the employee shall seal the ballot and deposit his or her ballot in the sealed ballot box under the observation of the polling station monitor.

7. No employee shall be allowed to leave the room where the ballot box and private polling stations are located while in possession of a ballot. If an employee leaves the room where the ballot box and private polling stations are located while in possession of a ballot, the polling station monitor shall strike that employee’s name from the list and the employee’s ballot shall not be allowed to be placed in the ballot box. The decision regarding whether these procedures have been violated is left to the discretion of the highest ranking certificated administrator who observes the alleged violation.
8. Ballot boxes shall be constructed from cardboard/corrugated white ballot boxes sealed with red colored tape so the box top cannot be removed. A deposit point wide enough to insert a ballot shall be cut in the top of the ballot box. The ballot boxes shall be clearly marked on the sides of the box and the top of the box with the name of the school site or worksite in which the ballot box is located. The deposit point of the empty ballot box shall be sealed with red colored tape before the election when delivered to each school site or worksite. When polls open at 7:30 a.m., the certificated administrator responsible for monitoring the election at the school site or worksite shall remove the red colored tape and allow access to the deposit point.

9. When the voting closes at 4:30 p.m., employees currently in the room waiting to vote shall be allowed to complete their votes. When the polling stations close, the polling station monitors shall place the list of names that includes the signatures of the voters inside the ballot box and immediately seal the deposit point of the ballot boxes by placing blue colored tape over the entire opening of the deposit point. The principal/assistant principal/certificated administrator shall then deliver sealed ballot boxes to the District Office by 5:00 p.m. that day. Tabulation of votes shall begin immediately thereafter.

**Process for “Canvassing” the Votes and Counting the Votes:**

1. The Tabulation Committee shall be comprised the three members: One member of which shall be a member of the governing board of the school district, one member of which shall be a classified employee designated by the largest exclusive representative of classified employees within the school district (CSEA), and the District’s Director of Human Resources.

2. The Tabulation Committee (“Committee”) shall review the sealed ballot boxes to ensure the sealed box does not show signs of tampering. Once the Committee agrees that the box has not been tampered with, it shall open the box.

3. Each ballot box shall be accompanied by the signed list of employees from each school site. As noted above, if an employee voted, he or she should have signed his or her name next to his or her name on the list. Additionally, the sealed envelope containing the ballots should be marked with the initials or signature of the certificated administrator responsible for monitoring the polling place. Ballot envelopes not bearing the initials or signature of the certificated administrator monitoring the polling station shall be thrown out. The Committee shall count the number of ballots showing a vote of “Yes” or “No” in the box from the specific school site and compare that number to the number of signatures on the list accompanying the box.

4. The Committee shall remove the ballots from the sealed envelopes and review each ballot to ensure it clearly states the voter’s intent. Specifically, because the ballot includes only two options, (1) Yes or (2) No, the Committee shall examine ballots to ensure only one of the two options has been selected. If a ballot shows a voter has marked both “Yes” and “No” the ballot shall be thrown out and not counted. If there is a dispute as to whether a ballot shows a “Yes” vote or a “No” vote, the dispute shall be resolved by a majority vote of the Committee. The Committee has the discretion to determine the intent of the voter. If two of three members agree (i.e. a majority) as to the intent of the voter, the vote shall be counted.

5. The Committee shall count the votes of only one worksite or school site at a time. When counting the votes for each school site, the Committee shall record the number of “Yes” votes and
the number of “No” votes only on the document provided by the District. After counting the votes and recording them on the document provided by the District, all three members shall sign the document certifying the results for that specific school site. If at least two of the three Committee members sign a document certifying the results from a specific school site, the results from that site are deemed certified. If fewer than two of three Committee members sign the document, it shall not be deemed certified and the votes from that specific school site or worksite shall not be counted toward the District-wide total.

6. After a school site or worksite final count document has been signed by the Committee, the document shall be photocopied. The original shall be kept by the Committee and the photocopy being kept by the Superintendent.

7. The above process shall continue until all ballots have been reviewed and counted.

8. If a voter chooses not to vote, or if his or her intent is not determinable by the Committee as described above, his or her nonvote will not be considered as either a “Yes” or a “No” vote. Results of the election will be based exclusively on those votes placed in a ballot box during voting hours on the day of the election.

9. Whichever option (“Yes” or “No”) receives a majority of the votes cast prevails.

10. After recording the votes of each individual school site pursuant to No. 4 and 5 above, the Committee shall calculate the total number of “Yes” votes and “No” votes received in the whole District, and record that information on the document provided by the District. After counting the votes and recording them on the document provided by the District, all three members shall sign the document certifying District-wide results. If at least two of the three Committee members sign a document certifying the District-wide results, the results are deemed certified. The document certifying the results shall be presented to the Board of Trustees at the next regularly scheduled Board meeting February 15, 2023.

**Nondiscrimination of employees based on choice of vote:**

1. The District shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their choice to vote, not vote, or how they choose to vote in the merit system election.
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.6 Approval of Job Description- School Based Mental Health Clinician
Access: Public
Type: Action (Consent)
Preferred Date: Jan 18, 2023
Absolute Date: Jan 18, 2023
Fiscal Impact: Yes
Dollar Amount: 120,000.00
Budgeted: Yes
Budget Source: SBHIP Grant Funds
Recommended Action: Administration recommends approval of this item.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The district has received grant funds to support mental health needs of students. Approval of this job description would allow the district to move forward with recruitment and hiring of a mental health and wellness clinician to assess and provide services to students as well as direct the activities and support parent involvement in the wellness centers currently in development.

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
JOB DESCRIPTION

SCHOOL-BASED MENTAL HEALTH AND WELLNESS CLINICIAN
(1-3 year position funded by SBHIP Grant) $7,246- $8,809

JOB SUMMARY
Under the direction of the Director of Pupil Personnel Services, the School-Based Mental Health and Wellness Clinician provided direct mental health and wellness services and case management to students and families; assists in the development and delivery of school-wide mental health and wellness interventions, programs, and trainings; provides clinical supervision, consultation, and technical assistance to assigned interns/associates and student interns/trainees to ensure the delivery of a clinically sound comprehensive program; performs other related duties as assigned.

MAJOR DUTIES AND RESPONSIBILITIES
The duties listed below are intended to describe various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related, or a logical assignment to the position.

1. Provides mental health and wellness services and programs that foster pro-social skills and appropriate behavior; identifies the mental health and behavioral needs of students.
2. Develops and implements treatment plans.
3. Conducts clinical interviews, assessments, observations, and writes clinical reports.
4. Provides individual, group, and family therapy services; reviews referrals of students who need intensive mental health services.
5. Makes recommendations for behavioral health therapy services; provides support in the development of behavior support plans.
6. Maintains and facilitates communication with and between families, mental health staff, and providers; supervises family interventions facilitated by other agencies.
7. Implements a system of universal screening in coordination with the school-wide system of social-emotional supports for early identification of students at risk.
8. Conducts crisis and/or risk assessment and response.
9. Provides other specialty mental health and wellness services including rehabilitation and case management.
10. Maintains documentation regarding students served and services provided.
11. Provides training to students, parents, and staff in behavioral and social-emotional related prevention, interventions, and curricula.
12. Collaborates with school team and attends various school-site meetings.
13. Prepares formal statistical reports, case histories, assessments, and intervention records.
14. Serves as a member of the school team and integrates within the school-wide culture and system.
15. Provides behavioral health support within a multi-tiered intervention framework and engages in prevention and intervention activities.
16. Provides mental health and wellness related support services to district staff and educational teams, including case consultation and advice concerning student status, diagnosis, and treatment.
17. Directs and provides oversight and clinical supervision of behavioral health services.
provided by pre-licensed social workers, including MSW interns.
18. Serves as a technical resource to school site staff regarding mental health services.
19. Assesses the need and delivers training to members of the educational team, parents, guardians, caregivers, and community agencies, as appropriate.
20. Serves as a liaison between the County Office of Education, County Office of Health Services, district, school, and community organizations.
21. Develops and maintains collaborative and effective working relationships with students, families, district, and County Office staff, and community partners.
22. Attends and participates in a variety of assigned meetings, committees, conferences, in-services, and special events.
23. Collects data and prepares a variety of reports, including data entry and retrieval related to grant deliverables and evaluation.
24. Supports, directs and supervises the work of the wellness center staff including parent liaison.
25. Perform related duties as assigned.

MINIMUM QUALIFICATIONS

KNOWLEDGE OF:

- Behavioral change theories and practices including early intervention positive behavior supports
- Tiered intervention practices; brief counseling techniques and crisis intervention
- Behavioral and education-based mental health needs of students including mental health disorders and substance use disorders
- Special education programs and the IEP process; mental health and wellness related community and state resources
- Health regulations and ethics related to school-based mental health services including Health Insurance Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).
- Effective staff development methods; documentation and billing requirements for behavioral health services
- Proper English usage, grammar, spelling, punctuation, and vocabulary in all forms of communication
- Related local, state, and federal laws, codes, regulations, requirements, and County Office policies and procedures.

ABILITY TO:

- Establish and maintain effective working relationships with individuals and groups from varied educational and cultural backgrounds.
- Conduct effective meetings and conferences.
- Collaborate with other system of care partners.
- Demonstrate effective liaison relationships with parents, schools, and agencies.
- Coordinate activities from many sources for the benefit of an individual student.
- Organize work and provide effective services within a limited timeframe.
- Conduct assessments, crisis intervention, and counseling; interpret test data.
- Develop, coordinate, and deliver relevant training to students, parents, and staff; interpret, apply, and explain rules, regulations, policies, and procedures.
- Communicate effectively and impart concepts and information accurately both orally and in writing.
• Analyze and evaluate situations accurately and adopt an effective course of action.
• Maintain confidentiality and discretion; work independently with little direction.

EDUCATION AND EXPERIENCE:

• Experience working with students in need of mental health services in a school setting;
• Experience working with students who require special education services;
• Experience developing and delivering professional development;
• Preference will be given to candidates licensed in California, or another state, at least two out of the last five years with experience providing psychotherapy, or supervising psychotherapists, during that time.

LICENSES AND OTHER REQUIREMENTS:

• Possession of valid California Board of Behavioral Sciences Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), or Clinical Psychologist certification.
• Valid California driver's license and/or ability to provide own transportation for work assignments.

WORKING CONDITIONS:

WORKING ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters which performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

• Classroom, office, and outdoor work environment
• The noise level in the work environment is usually moderate
• Exposure to students who may become hostile or disorderly and who exhibit physical aggression

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Must be able to bend, stoop, reach, lift, and stand for prolonged periods; see to read fine print and for close vision, distance vision, and depth perception; use hands and fingers to perform tasks; speak clearly and hear will enough to communicate effectively. The employee must frequently lift and/or move up to 25 pounds.
Agenda Item Details

Meeting  Jan 18, 2023 - RSD Regular Board Meeting
Category  9. Discussion/Action
Subject  9.7 Approval of the School Calendar for the 23-24 and the 24-25 school year.
Access  Public
Type  Action
Preferred Date  Jan 18, 2023
Absolute Date  Feb 15, 2023
Fiscal Impact  No
Recommended Action  Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: After discussions with the teachers, and looking at a variety of factors including, collective bargaining agreements, current calendar considerations, and other factors, the district is presenting for approval the attached calendars for the 23-24 and 24-25 school year. These calendars reflect start and end dates and major holidays. Approval of the calendars will allow the district to publish start and end dates for families to plan and allow the district to begin initializing start of year procedures for master scheduling purposes. Final academic calendars with CSEA agreed upon holidays and professional learning time minimum days will be brought to the board at a future board meeting.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.8 Award of Request for Proposal (RFP) for Copiers to Canon Solutions America, Inc.
Access: Public
Type: Action
Fiscal Impact: Yes
Dollar Amount: 62,472.00
Budgeted: Yes
Budget Source: General Fund
Recommended Action: Approve the Award of Proposal for Copiers to Canon Solutions America, Inc.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

On November 16, 2022, the Board of Trustees (the “Board”) of Rio School District (the “District”) approved Resolution No. 22-23/09, Making Findings Regarding and Approving Request for Proposals 22-23/14 Multifunction Digital Copier Equipment Lease and Maintenance Services. On November 20 and November 27, 2022, the District advertised the Request for Proposals ("RFP") by publication in the Ventura County Star. A pre-proposal conference was held on November 30, 2022 at 10:00 a.m.

The deadline for proposals was December 9, 2022, and 6 proposals were received. After a review of all proposals by a Committee representing school sites and the district office, an analysis was performed on each based upon the scoring criteria listed in the RFP: Technical Requirements; Price; Response time for Service Calls; level of Experience; and References listed. Canon Solutions America, Inc. received the highest score.

The District subsequently issued a Notice of Intent to Award to Canon Solutions America, Inc. The notice informed bidders that the proposal award recommendation would be heard at the January 18, 2023 Board meeting. The deadline for protests was 10:00 a.m. on December 23, 2022. No protests were submitted. The final recommendation to award the proposal to Canon Solutions America, Inc. still holds.

Cost: $62,472.00 per year
December 21, 2022

Canon Solutions of America
Attention Nathan Long

RE: NOTICE OF INTENT TO AWARD FOR RIO SCHOOL DISTRICT RFP FOR COPIERS

Dear Mr. Long,

By December 9, 2022, Rio School District (the "District") received proposals for RFP 22-23/14 Multifunction Digital Copier Equipment Lease and Maintenance Services (the "RFP"). (See also Addendum #1 to the RFP).

Pursuant to the Proposal Instructions, and the District's evaluation criteria listed on page 11 of the RFP, the District intends to award the subject proposal to Canon Solutions of America. The award of proposal is subject to the District’s Board of Trustees’ approval and contract negotiations, who will discuss and take action on the Administration's recommendation on January 18, 2023. The open session starts at approximately 6:00 p.m. The meeting will be held in the District Office Board Room which is located at 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030.

Pursuant to Paragraph 18 of the Proposal Instructions, certain bidders may file a written protest of the District's intent to award the contract with this office. Any protests must comply with Paragraph 18 of the Proposal Instructions. Due to the holiday schedule, the Protest Deadline has been extended to December 27, 2022.

The District would like to thank you for your participation and appreciates your time and effort in submitting a bid for this project. If you have any questions regarding this transmittal, please do not hesitate to contact me at (805) 485-3111 or wsaleh@rioschools.org.

Sincerely,

Wael Saleh,
Assistant Superintendent
Of Business Services
Master Sales & Services Agreement
Customer Information Face Page

# MA33295

Salesperson: Nathan Long Order Date: 1/9/2023

Customer ("you"):

Company: RIO ELEMENTARY SCHOOL DISTRICT

DBA: RIO SCHOOL DISTRICT

Address: 1800 Solar Drive, 3rd Floor - District Office - BUSINESS SERVICES

City: OXNARD County: VENTURA

State: CA Zip: 93030

Phone #: 805.485.3111

Contact: Mary Orleans

Fax #: Email: morleans@rioschools.org

Applicable Terms and Conditions

TERMS AND CONDITIONS ARE AVAILABLE AT:
ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS

The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.

By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.

Customer Initials

Customer Organizational Information

Federal Tax ID Number: 

Organization type: State or Local Government

Address for Notices:

Attn: Mary Orleans

Address: 1800 Solar Drive, 3rd Floor

Address 2:

City: OXNARD State: CA Zip: 93030

Email: morleans@rioschools.org

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE; ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature

Printed Name Title Date

SLS-600 FACE May 2022
# Lease Schedule ("Schedule") - Itemized (SER-700)

## Customer Information
- **Customer:** RIO ELEMENTARY SCHOOL DISTRICT
- **Agreement #:** MA33295
- **Transaction #:** S1334657
- **CFS App #:** 1913085
- **Saleperson:** Nathan Long
- **Order Date:** 01/05/23

## Billing Information
- **Billing Information:** Customer Account: 1351705
- **Company:** RIO ELEMENTARY SCHOOL DISTRICT
- **DBA:** RIO SCHOOL DISTRICT
- **Address:** 1800 Solar Drive, 3rd Floor
- **City:** OXNARD
- **State:** CA
- **Zip:** 93030
- **Phone #:** 805.485.3111

## Rider A (Office Equip/Cut Sheet)
- **Rider A Applies:** Office Equip/Cut Sheet
- **Production:**
  - **Maint Base Charge Section A-1:** $0.00
  - **Covered Images Included in Maint Base Charge:**
    - B&W: 0
    - Color: 0
  - **Excess Per Image Charge(s):** B&W: $0.004300
    - Color: $0.034000

## Item Code
- **3824C002** IRADVDCS870I
- **0126C001** 2/3 HOLE PUNCHER UNIT-A1
- **4030C002** CASSETTE FEEDING UNIT-AQ1
- **5546C002** BUFFER PASS UNIT-P2
- **5548C002** BOOKLET FINISHER-A1 WITH TRI-FOLD
- **3998C001** SUPER G3 FAX BOARD-AX1
- **1972V064** ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D
- **2308V120** MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM
- **3923V843** INSTALL PAK DX C86700/C86800/C85800/C86400
- **3575B624** MICARD PLUS-2 SC V2
- **IntSupplies** Pre-Installed Supplies Installed in Machine

## Item Code Listing
- **Listed Items Description:**
  - Included
- **Unit Pmt:** Included
- **Total:** Included

## Shipping Information
- **Shipping:** 3100 Rose Avenue
- **Delivery Date:** 01/13/23

## Additional Requirements
- **Addition Details on Related Schedule**
- **OC of UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755**

## Acceptance Certificate
- **Print Name:**
- **Date:**

## Customer Authorized Signature
- **Print Name:**
- **Date:**

## For Internal Purposes Only
- **Print Name:**
- **Date:**
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

#### Rider A applies (Office Equip/Cut Sheet Production)  
**Maint Base Charge Section A-2**  
**Covered Images Included in Maint Base Charge**  
**Excess Per Image Charge(s)**

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<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th><strong>Ship To &amp; Maintenance Billing Information</strong></th>
<th><strong>Delivery Date:</strong> 01/13/23</th>
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<td><strong>Shipping:</strong> 3150 Thames River Dr</td>
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<td>Included</td>
<td><strong>Contact:</strong> Mary Orleans</td>
<td><strong>Ph #:</strong> 805.485.3111</td>
</tr>
<tr>
<td>1972V064</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D</td>
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<td>Included</td>
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<td>Included</td>
<td>Included</td>
<td><strong>State:</strong> <strong>Zip:</strong></td>
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### Rider A applies (Office Equip/Cut Sheet Production)  
**Maint Base Charge Section A-3**  
**Covered Images Included in Maint Base Charge**  
**Excess Per Image Charge(s)**

<table>
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<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
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<td><strong>Ph #:</strong> 805.485.3111</td>
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<tr>
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**SER-701 Itemized Lease May 2022**

**Requires Remote Reporting Agent**
<table>
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<th>Item Code</th>
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**Note:** Requires Remote Reporting Agent
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

### Rider A applies (Office Equip/Cut Sheet Production)

<table>
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<th>Item Code</th>
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<td>Ph #: 805.485.3111 Email: <a href="mailto:morleanes@rioschools.org">morleanes@rioschools.org</a></td>
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<tr>
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**For CSA USE ONLY:**  
Config: A - 6 | 71579309  
**Requires Remote Reporting Agent**
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

#### Rider A applies (Office Equip/Cut Sheet Production)

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<th>Ship To &amp; Maintenance Billing Information</th>
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| 0126C001    | 2/3 HOLE PUNCHER UNIT-A1                         | 1   | Included | Included | Address: 2: Rio Real School - K-8 |
| 4030C002    | CASSETTE FEEDING UNIT-AQ1                         | 1   | Included | Included | City: OXNARD  
County: VENTURA  
State: CA  
Zip: 93036  
Contact: Mary Orleans  
Ph #: 805.485.3111  
Email: morleans@rioschools.org |
| 5546C002    | BUFFER PASS UNIT-P2                              | 1   | Included | Included | Contact:  
Ph #: 805.485.3111  
Email: morleans@rioschools.org |
| 5548C002    | BOOKLET FINISHER-A1 WITH TRI-FOLD                 | 1   | Included | Included | IT Contact: Mary Orleans  
Ph #: 805.485.3111  
Email: morleans@rioschools.org |
| 3998C001    | SUPER G3 FAX BOARD-AX1                           | 1   | Included | Included | Mtr Contact:  
Ph #: 805.485.3111  
Email: morleans@rioschools.org |
| 1972V064    | ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D | 1   | Included | Included | Billing:  
Address: 2:  
City:  
County:  
State:  
Zip:  |
| 2368V120    | MID VOLUME CONNECTIVITY 3D+PPM UP TO 79PPM       | 1   | Included | Included | Elevator: No  
Loading Dock: No  
# of Steps: 0  
Hrs of Operation: 9-5  
Consumables: Toner, Staples Inclusive  
Auto-Toner Fulfillment**  
Meter Method: Remote Reporting Agent  
For CSA USE ONLY:  
Config: A - 9  
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| 3923V843    | INSTALL PAK DX C5870I/C5860I/C5850I/C5840I        | 1   | Included | Included | |
| 3575B624    | M/CARD PLUS-2 SC V2                              | 1   | Included | Included | |
| IntSupplies | Pre-Installed Supplies Installed in Machine       | 1   | Included | Included | |

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| 4030C002    | CASSETTE FEEDING UNIT-AQ1                         | 1   | Included | Included | City: OXNARD  
County: VENTURA  
State: CA  
Zip: 93036  
Contact: Mary Orleans  
Ph #: 805.485.3111  
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| 5546C002    | BUFFER PASS UNIT-P2                              | 1   | Included | Included | Contact:  
Ph #: 805.485.3111  
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| 5548C002    | BOOKLET FINISHER-A1 WITH TRI-FOLD                 | 1   | Included | Included | IT Contact: Mary Orleans  
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71579309 |
| 3923V843    | INSTALL PAK DX C5870I/C5860I/C5850I/C5840I        | 1   | Included | Included | |
| 3575B624    | M/CARD PLUS-2 SC V2                              | 1   | Included | Included | |
| IntSupplies | Pre-Installed Supplies Installed in Machine       | 1   | Included | Included | |

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**SER-701 Itemized Lease May 2022**

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<td>Included</td>
<td>IT Contact: Mary Orleans</td>
</tr>
<tr>
<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed in Machine</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Ph #: 805.485.3111 Email: <a href="mailto:morleas@tioschools.org">morleas@tioschools.org</a></td>
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**Rider A applies (Office Equip/Cut Sheet Production)**

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
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<td>3824C002</td>
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<td>Shipping: 3001 North Ventura Rd.</td>
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<tr>
<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
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<td>Delivery Date: 01/13/23</td>
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<td>4030C002</td>
<td>CASSETTE FEEDING UNIT-AQ1</td>
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<td>5548C002</td>
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<td>3998C001</td>
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<td>1972V084</td>
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<td>Contact: Mary Orleans</td>
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<td>2368V120</td>
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<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Ph #: 805.485.3111 Email: <a href="mailto:morleas@tioschools.org">morleas@tioschools.org</a></td>
</tr>
<tr>
<td>3923B843</td>
<td>INSTALL PAK DX C5870I/C5860I/C5850I/C5840I</td>
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<td>Mtr Contact:</td>
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<tr>
<td>3575B624</td>
<td>MICARD PLUS-2 SC V2</td>
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<td>Included</td>
<td>IT Contact: Mary Orleans</td>
</tr>
<tr>
<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed In Machine</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Ph #: 805.485.3111 Email: <a href="mailto:morleas@tioschools.org">morleas@tioschools.org</a></td>
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</table>
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

#### Item Code | Listed Items Description | Qty | Unit Pmt | Total | Shipment Information | Billing Information
--- | --- | --- | --- | --- | ---
3824C002 | IRADVDXC5870i | 1 | Included | Included | **Shipping:** 3001 North Ventura Rd.  
Delivered Date: 01/13/23 | **Address:** Rio del Sol School – STEAM ACADEMY
**City:** OXNARD  
**County:** VENTURA  
**State:** CA  
**Zip:** 93036
**Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Mfr Contact:**  
**Ph #:** Email:
**IT Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Shipping:** 3001 North Ventura Rd.  
**Address:** Rio del Sol School – STEAM ACADEMY
**City:** OXNARD  
**County:** VENTURA  
**State:** CA  
**Zip:** 93036
**Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Mfr Contact:**  
**Ph #:** Email:
**IT Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Elevator:** No  
**Loading Dock:** No  
**# of Steps:** 0  
**Hrs of Operation:** 9-5
**Consumables:** Toner, Staples Inclusive  
**Auto-Toner Fulfillment:**
**Meter Method:** Remote Reporting Agent
**For CSA USE ONLY:**
**Config:** A - 12 | 71579309

### Rider A applies (Office Equip/Cut Sheet Production)

#### Item Code | Listed Items Description | Qty | Unit Pmt | Total | Shipment Information | Billing Information
--- | --- | --- | --- | --- | ---
3824C002 | IRADVDXC5870i | 1 | Included | Included | **Shipping:** 3001 North Ventura Rd.  
Delivered Date: 01/13/23 | **Address:** Rio del Sol School – STEAM ACADEMY
**City:** OXNARD  
**County:** VENTURA  
**State:** CA  
**Zip:** 93036
**Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Mfr Contact:**  
**Ph #:** Email:
**IT Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Elevator:** No  
**Loading Dock:** No  
**# of Steps:** 0  
**Hrs of Operation:** 9-5
**Consumables:** Toner, Staples Inclusive  
**Auto-Toner Fulfillment:**
**Meter Method:** Remote Reporting Agent
**For CSA USE ONLY:**
**Config:** A - 12 | 71579309

### Rider A applies (Office Equip/Cut Sheet Production)

#### Item Code | Listed Items Description | Qty | Unit Pmt | Total | Shipment Information | Billing Information
--- | --- | --- | --- | --- | ---
3824C002 | IRADVDXC5870i | 1 | Included | Included | **Shipping:** 3001 North Ventura Rd.  
Delivered Date: 01/13/23 | **Address:** Rio del Sol School – STEAM ACADEMY
**City:** OXNARD  
**County:** VENTURA  
**State:** CA  
**Zip:** 93036
**Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Mfr Contact:**  
**Ph #:** Email:
**IT Contact:** Mary Orleans  
**Ph #:** 805.485.3111  
**Email:** morleans@rioschools.org
**Elevator:** No  
**Loading Dock:** No  
**# of Steps:** 0  
**Hrs of Operation:** 9-5
**Consumables:** Toner, Staples Inclusive  
**Auto-Toner Fulfillment:**
**Meter Method:** Remote Reporting Agent
**For CSA USE ONLY:**
**Config:** A - 12 | 71579309

**SER-701 Itemized Lease May 2022**

**Requires Remote Reporting Agent**
<table>
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<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
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<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
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<td>Shipping: 3150 Thames River Dr</td>
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<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
<td>1</td>
<td>Included</td>
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<td>Address 2: Rio Del Mar Elementary School</td>
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<td>3236C001</td>
<td>BOOKLET FIN-AC1</td>
<td>1</td>
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<td>City: Oxnard</td>
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<tr>
<td>0166C007</td>
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<td>County: Ventura</td>
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<tr>
<td>1972V73</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D</td>
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<td>State: CA Zip: 93036</td>
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<tr>
<td>2368V118</td>
<td>HIGH VOLUME CONNECTIVITY OVER 80PPM</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Contact: Mary Orleans Ph #: 805.485.3111</td>
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<tr>
<td>3796V027</td>
<td>INSTALL PAK DX 6780I</td>
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<td>Email: <a href="mailto:morleane@rioschools.org">morleane@rioschools.org</a></td>
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<tr>
<td>3575B624</td>
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<td>Billing:</td>
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<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed in Machine</td>
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<td>Included</td>
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Item Code   | Listed Items Description                  | Qty | Unit Pmt | Total | Ship To & Maintenance Billing Information |
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<td>Included</td>
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<td>City: Oxnard</td>
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<td>SUPER G3 FAX BOARD-AS2</td>
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<td>Included</td>
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<td>County: Ventura</td>
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<td>Included</td>
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<td>State: CA Zip: 93036</td>
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<tr>
<td>2368V118</td>
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<td>Included</td>
<td>Included</td>
<td>Contact: Mary Orleans Ph #: 805.485.3111</td>
</tr>
<tr>
<td>3796V027</td>
<td>INSTALL PAK DX 6780I</td>
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<td>Included</td>
<td>Included</td>
<td>Email: <a href="mailto:morleane@rioschools.org">morleane@rioschools.org</a></td>
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For CSA USE ONLY:
Config: C - 2 | 71579311 **Requires Remote Reporting Agent**
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** Rio Elementary School District  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

#### Rider A Applies (Office Equip/Cut Sheet Production)

<table>
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<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
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| 4017C003  | IRADVX6780I                               | 1   | Included | Included | Shipping: 2131 Snow Ave.  
Delivery Date: 01/13/23 |
| 0126C001  | 2/3 HOLE PUNCHER UNIT-A1                 | 1   | Included | Included | Address 2: Rio Linda Elementary School  
City: OXNARD  
County: VENTURA  
State: CA  
Zip: 93036  
Contact: Mary Orleans  
Ph #: 805.485.3111  
Email: morleans@roschools.org |
| 3236C001  | BOOKLET FIN-AC1                          | 1   | Included | Included | Mtr Contact: Mary Orleans  
Ph #: 805.485.3111  
Email: morleans@roschools.org |
| 0166C007  | SUPER G3 FAX BOARD-AS2                   | 1   | Included | Included | IT Contact: Mary Orleans  
Ph #: 805.485.3111  
Email: morleans@roschools.org |
| 1972V073  | ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D | 1   | Included | Included | Billing:  
Address 2:  
City:  
County:  
State:  
Zip:  
Contact:  
Ph #:  
Email:  
Elevator: No  
Loading Dock: No  
# of Steps: 0  
Hrs of Operation: 9-5  
Consumables: Toner, Staples Inclusive  
Auto-Toner Fulfillment**  
Meter Method: Remote Reporting Agent  
For CSA USE ONLY:  
Config: C-4 | 71579311 |
| 2368V118  | HIGH VOLUME CONNECTIVITY OVER 80PMM      | 1   | Included | Included | Install PX DX 6780I  
MICARD PLUS-2 SC V2  
IntSupplies: Pre-Installed Supplies installed in Machine

---

**SER-701 Itemized Lease May 2022  
**Requires Remote Rescortina Agent
### Additional Equipment List to: S1334657 (SER-701)

**Customer:** Rio Elementary School District  
**Agreement #:** MA33295  
**Order Date:** 01/09/23  
**Salesperson:** Nathan Long

#### Rider A applies (Office Equip/Cut Sheet Production)

<table>
<thead>
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<th>Item Code</th>
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<th>Unit Pmt</th>
<th>Total</th>
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<td>3050 Thames River Dr.</td>
<td>Rio Vista Middle School</td>
<td>Oxnard</td>
<td>Ventura</td>
<td>CA</td>
<td>93036</td>
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<tr>
<td>0126C001</td>
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<td>Included</td>
<td>Included</td>
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<td>County:</td>
<td>City: Oxnard</td>
<td>County:</td>
<td>State:</td>
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<tr>
<td>0166C007</td>
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<td>City: Oxnard</td>
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<td>1972V073</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D</td>
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<td>City: Oxnard</td>
<td>County:</td>
<td>State:</td>
<td>Zip:</td>
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<tr>
<td>2368V118</td>
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<td>1</td>
<td>Included</td>
<td>Included</td>
<td>City: Oxnard</td>
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<td>County:</td>
<td>State:</td>
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<td>3796V027</td>
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<td>Included</td>
<td>City: Oxnard</td>
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<td>County:</td>
<td>State:</td>
<td>Zip:</td>
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<tr>
<td>3575B624</td>
<td>MICARD PLUS-2 SC V2</td>
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<td>Included</td>
<td>Included</td>
<td>City: Oxnard</td>
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<td>City: Oxnard</td>
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<td>State:</td>
<td>Zip:</td>
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</tbody>
</table>

**IntSupplies:** Pre-Installed Supplies Installed In Machine

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**For CSA USE ONLY:**
- **Config:** C - 6 | 71579311

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### Rider A applies (Office Equip/Cut Sheet Production)

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Shipping:</th>
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<td>4017C003</td>
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<td>Included</td>
<td>Included</td>
<td>1001 Kohala Street</td>
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<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
<td>State:</td>
</tr>
<tr>
<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2: Rio Rosales Elementary School</td>
<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
<td>State:</td>
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<td>Included</td>
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<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
<td>State:</td>
<td>CA</td>
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<tr>
<td>0166C007</td>
<td>SUPER G3 FAX BOARD-AS2</td>
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<td>Included</td>
<td>Address 2: Rio Rosales Elementary School</td>
<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
<td>State:</td>
<td>CA</td>
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<tr>
<td>1972V073</td>
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<td>Included</td>
<td>Address 2: Rio Rosales Elementary School</td>
<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
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<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2: Rio Rosales Elementary School</td>
<td>City: Oxnard</td>
<td>County:</td>
<td>Ventura</td>
<td>State:</td>
<td>CA</td>
</tr>
</tbody>
</table>

**IntSupplies:** Pre-Installed Supplies Installed In Machine

---

**For CSA USE ONLY:**
- **Config:** C - 7 | 71579311

---

**Elevator:** No  
**Loading Dock:** No  
**# of Steps:** 0  
**Hrs of Operation:** 9-5  
**Consumables:** Toner, Staples Inclusive  
**Meter Method:** Remote Reporting Agent  
**Auto-Toner Fulfillment**
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>4017C003</td>
<td>IRADV/DX6780I</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Shipping: 1140 Kenney Street Oxnard</td>
</tr>
<tr>
<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2: Rio Real School - K-8</td>
</tr>
<tr>
<td>3236C001</td>
<td>BOOKLET FIN-AC1</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>City: OXNARD</td>
</tr>
<tr>
<td>0166C007</td>
<td>SUPER G3 FAX BOARD-AS2</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>County: VENTURA</td>
</tr>
<tr>
<td>1972V073</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>State: CA Zip: 93036</td>
</tr>
<tr>
<td>2368V118</td>
<td>HIGH VOLUME CONNECTIVITY OVER 80PPM</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>3796V027</td>
<td>INSTALL PAK DX 6780I</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Billing:</td>
</tr>
<tr>
<td>3578B24</td>
<td>MICARD PLUS-2 SC V2</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2:</td>
</tr>
<tr>
<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed in Machine</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>County: VENTURA</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>State: CA Zip: 93036</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>4017C003</td>
<td>IRADV/DX6780I</td>
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<td>Included</td>
<td>Included</td>
<td>Shipping: 2714 Vineyard Ave.</td>
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<tr>
<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2: EI Rio Elementary</td>
</tr>
<tr>
<td>3236C001</td>
<td>BOOKLET FIN-AC1</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>City: OXNARD</td>
</tr>
<tr>
<td>0166C007</td>
<td>SUPER G3 FAX BOARD-AS2</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>County: VENTURA</td>
</tr>
<tr>
<td>1972V073</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 20 AMP XG-PCS-20D</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>State: CA Zip: 93036</td>
</tr>
<tr>
<td>2368V118</td>
<td>HIGH VOLUME CONNECTIVITY OVER 80PPM</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>3796V027</td>
<td>INSTALL PAK DX 6780I</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Billing:</td>
</tr>
<tr>
<td>3578B24</td>
<td>MICARD PLUS-2 SC V2</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
<td>Address 2:</td>
</tr>
<tr>
<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed in Machine</td>
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<td>Included</td>
<td>Included</td>
<td>City:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>County: VENTURA</td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>State: CA Zip: 93036</td>
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**Requires Remote Reporting Agent**

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SER-701 Itemized Lease May 2022
<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Included</th>
<th>Unit Pmt</th>
<th>Total</th>
<th>Ship To &amp; Maintenance Billing Information</th>
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</thead>
<tbody>
<tr>
<td>3624C002</td>
<td>IRADVDXC55870I</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Shipping: 1800 Solar Dr, 3rd Floor - BUSINESS SERVICES</td>
</tr>
<tr>
<td>0126C001</td>
<td>2/3 HOLE PUNCHER UNIT-A1</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Address 2: District Office</td>
</tr>
<tr>
<td>4030C002</td>
<td>CASSETTE FEEDING UNIT-AQ1</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>City: OXNARD</td>
</tr>
<tr>
<td>5546C002</td>
<td>BUFFER PASS UNIT-P2</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>County: VENTURA</td>
</tr>
<tr>
<td>5548C002</td>
<td>BOOKLET FINISHER-A1 WITH TRI-FOLD</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>State: CA Zip: 93036-1239</td>
</tr>
<tr>
<td>3598C001</td>
<td>SUPER G3 FAX BOARD-AX1</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Contact: Mary Orleans</td>
</tr>
<tr>
<td>1972V064</td>
<td>ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Ph #: 805.485.3111 Email: <a href="mailto:morleans@ftoschools.org">morleans@ftoschools.org</a></td>
</tr>
<tr>
<td>2368V120</td>
<td>MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Mtr Contact:</td>
</tr>
<tr>
<td>3923V843</td>
<td>INSTALL PAK DX C55870I/C55860I/C55850I/C55840I</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Ph #:</td>
</tr>
<tr>
<td>3575B624</td>
<td>MICARD PLUS-2 SC V2</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>IT Contact:</td>
</tr>
<tr>
<td>IntSupplies</td>
<td>Pre-Installed Supplies Installed in Machine</td>
<td>1</td>
<td>Included</td>
<td></td>
<td></td>
<td>Ph #:</td>
</tr>
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</table>

For CSA USE ONLY: Config: D / 71579312 Loan Conversion SN: 2XD02908
### Lease Schedule ("Schedule") - Itemized (SER-700)

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**CFS App #:** 1913085  
**Salesperson:** Nathan Long  
**Transaction #:** S1334657  
**Order Date:** 01/09/23

#### Payment Information

<table>
<thead>
<tr>
<th>Listed Items Lease Term</th>
<th># of Lease Payments</th>
<th>60 Months</th>
<th>60</th>
</tr>
</thead>
</table>

#### Equipment Maintenance Information

**Payment Summary** (*Plus Applicable Taxes*)

- **Lease Payment** See Page 1
- **Total Maintenance**
- **Base Charge**
- **Due at Signing**
- **# of Payments in Advance**
- **Total Due at Signing**

#### Other Transaction Details

- Lease Payment shall be invoiced Monthly  
- Purchase Option: Fair Market Value

#### Maint Base Charge Section B-1

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Listed Items Description</th>
<th>Qty</th>
<th>Unit Pmt</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3788V324</td>
<td>UNIFLOW ONLINE IMPLEMENTATION SERVICES BY LOCAL ANALYST ADD-ON - 4 Hor</td>
<td>4</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>

#### Additional Requirements

- **Shipping:** 1800 Solar Drive, 3rd Floor  
- **Address 2:**
  - **City:** Oxnard  
  - **County:** Ventura  
  - **State:** CA  
  - **Zip:** 93030  
  - **Primary Customer Contact:** Mary Orleans  
  - **Phone #:** 805.485.3111  
  - **Email:** morleans@rioschools.org  
  - **Billing:**
    - **Address:**
      - **City:** Oxnard  
      - **County:** Ventura  
      - **State:** CA  
      - **Zip:** 93030  
    - **Billing Contact:**
      - **Phone #:** 805.485.3111  
      - **Email:** morleans@rioschools.org  

- **Delivery Date:** 01/13/23

- **For CSA USE ONLY:**  
  - **Config:** B-1 71579310

---

**Customer Authorized Signature:**

**Printed Name:**  
**Title:**  
**Date:**

**Acceptance Certificate**

To: CSA and Lessor: Customer certifies that (a) the Listed items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

**Authorized Signature:**

**Printed Name:**  
**Title:**  
**Date:**

**For Internal Use Only:**

**CFS Authorized Signature:**

**Printed Name:**  
**Title:**  
**Date:**
# Software and Cloud Subscriptions Order Schedule (“Schedule”) (SLS-915)

## Order Schedule, Rider C of Agreement

**Customer:** RIO ELEMENTARY SCHOOL DISTRICT  
**Agreement #:** MA33295  
**Transaction #:** S1334657  
**Salesperson:** Nathan Long  
**Order Date:** 01/09/23

### Billing Information

<table>
<thead>
<tr>
<th>Company:</th>
<th>RIO ELEMENTARY SCHOOL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA:</td>
<td>RIO SCHOOL DISTRICT</td>
</tr>
<tr>
<td>Address:</td>
<td>1800 Solar Drive, 3rd Floor</td>
</tr>
<tr>
<td>City:</td>
<td>OXNARD</td>
</tr>
<tr>
<td>County:</td>
<td>VENTURA</td>
</tr>
<tr>
<td>State:</td>
<td>CA</td>
</tr>
<tr>
<td>Zip:</td>
<td>93030</td>
</tr>
</tbody>
</table>

### Payment Terms

- Lease Included With CFS Lease
- Lease Payment Shall Be Invoiced Monthly
- Total # Lease Payments: 60

### Subscription Details

- New Subscription
- SN/Tenant ID:
- Term: 60 Months
- Auto Renewal

### Software and Software Subscription Licensing and Support (Subject to Rider C of the Agreement)

<table>
<thead>
<tr>
<th>Item Code</th>
<th>Subscription Name</th>
<th>Qty</th>
<th>Price Per Qty</th>
<th>Periodic Payment</th>
<th># of Covered Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>3575B807</td>
<td>UNIFLOW ONE PRINT &amp; SCAN-TYPE 1 - 1 DEVICE/1 MONTH (25-49)</td>
<td>25</td>
<td>Included in Lease</td>
<td>Included in Lease</td>
<td>25</td>
</tr>
</tbody>
</table>

**Software Subscription Subtotal:** N/A  
**Sales tax:** TBD at invoicing  
**Software Subscription Total:** N/A  
**Total Periodic Payment:** Included in Lease

---

THIS ORDER SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"), BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER SCHEDULE.

**Customer's Authorized Signature**

**Printed Name:**

**Title:**

**Date:**
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.9 Approval of the Contract with the University of Lapland
Access: Public
Type: Action
Budget Source: 30,000.00
Recommended Action: Staff recommends the approval of the Contract with the University of Lapland.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Rio contracting with University of Lapland to conduct online math software usage research and subsequent teacher professional learning based on findings.

[ContractUnivLapland2022.pdf (180 KB)]

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 14th day of December, 2022 by and between the University of Lapland and the Rio School District (hereinafter referred to as "District") and (hereinafter referred to as "Provider.")

University of Lapland

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

Business License Number (if applicable)

SERVICES

Math software usage research and subsequent teacher professional learning based on findings.

Description of Services

12/14/2022

Date(s) of Service

Hour(s) of Service

Location

FEES

Compensation for Services $ ___

Other Ancillary Cost, as applicable $ ___

Total not to Exceed $ 30,000.00

• W-9 received

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

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

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

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.
BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

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

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

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

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

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

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

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

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

- Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of $1,000,000 per occurrence and $2,000,000 aggregate.
Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

- **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:
  
  Personal vehicles: $500,000.00 combined single limit or
  
  $100,000.00 per person / $300,000.00 per accident
  
  Commercial vehicles: $1,000,000.00 combined single limit

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

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

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

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

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

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

<table>
<thead>
<tr>
<th>Provider signature</th>
<th>Date</th>
</tr>
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</table>

**SITE AGREEMENT**

<table>
<thead>
<tr>
<th>Site Administrator</th>
<th>Signature</th>
<th>Date</th>
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**DISTRICT APPROVAL**

<table>
<thead>
<tr>
<th>District Administrator</th>
<th>Signature</th>
<th>Date</th>
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---

**Rio School District | Educating Students for the 21st Century**
SUMMARY DOCUMENT January 2023
Research and professional development contract on Rio School District Math software and website usage.

Purposes:

- Improve student math learning
- Improve math teaching
- Document current math software and website usage across all Rio schools
- Analyze usage and propose improvements
- Provide professional learning and direct to class teaching of effective software and website usage based on needs assessment of current usage.
- Complete phase one report of District math software and website usage, effectiveness, and professional learning implementation and results.

Period: January - June 2023

Researcher: Liping Sung (Resume attached)

Initial survey of Math Software and websites in use include:

ST Math
IXL
Imagine Software
Espark
Manga High
MobyMax
Coolmath
Prodigy
Desmos
Khan Academy
Delta Math
Happy Numbers
Xtra math

Researcher: Liping Sun
Résumé
Liping Sun
E-mail: lsun@ulapland.fi
Homepage: https://lipingsun.wixsite.com/liping

Academic Education

01.08.2017–Now
Ph.D. Candidate, Education
University of Lapland, Rovaniemi, Finland

01.08.2012–18.06.2014
Master of Art
(Education)
University of Oulu, Oulu, Finland

Master of Philosophy
Shenyang Normal University, Shenyang, China

Research Field

- Game-based learning and teaching in mathematics education
- AI in education
- Primary education pedagogy
- Media education
- Self-regulated learning (SRL)
- Collaborative learning (CL)

Experience

01.08.2021–31.08.2022
Researcher
University of Lapland, Faculty of Education, Media Education Hub,
AI in Learning Project

01.01.2021–30.06.2021
Grant-Funded Researcher
University of Lapland, Faculty of Education, Media Education Hub

Researcher/Junior Researcher
University of Lapland, Faculty of Education, Media Education Hub

01.08.2019–31.12.2019
Substitute Coordinator
17.03.2019–13.04.2019

17.03.2019–13.04.2019

Visiting Scholar
Nordic Centre, Fudan University, China

Scientific Reviewer
AERA Annual Meeting, British Journal of Educational Technology, Seminar.Net, AECT Annual meeting, Research on Education and

Teaching

- Pedagogical Models in Educational Use of ICT’s (5 ECTS)
  Autumn 2020, University of Lapland

- Research Methods for the Online World (5 ECTS)
  Spring & Autumn 2018, Autumn 2019–2020, University of Lapland

- Introduction to Global Media Education (Lecturing)
  Autumn 2019–2020, University of Lapland

- Research on Media Education (Lecturing)
  Spring 2018–2020, University of Lapland

Publications


- Ruokamo, H., Kangas, M., Vuojärvi, H., Sun, L., & Qvist, P. (in
AI-supported simulation-based learning: Learners’ Emotional
Experiences and Self-regulation in Challenging situations. In H.
Niemi, R. C. Pea, & Y. Lu (Eds), AI in Learning: Designing the
Future. Springer Nature

  Effects of collaborative digital gameplay on students’ three
dimensions of engagement in mathematics. International
Journal of Game-Based Learning, 12(1).

  Digital game-based pedagogical activities in primary education:
  A review of ten years of studies. International Journal of
  Technology in Teaching and Learning, 16(2), 78–92.

- Sun, L., Ruokamo, H., Siklander, P., Li, B. P., & Devlin, K.
  (2021). Primary school students’ perceptions of scaffolding in
digital game-based learning in mathematics. Learning, Culture
and Social Interaction, 28.

  How to trigger students’ interest in digital learning environment:

Language

Chinese (native), English (excellent), Finnish (beginner)

Award

Best Paper Award at Media Education Conference (MEC 2017),
Agenda Item Details
Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.2 Approval of the Minutes of the Annual Organization Meeting of December 14, 2022.
Access: Public
Type: Minutes
Minutes: View Minutes for Dec 14, 2022 - RSD Annual Organization Board Meeting

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

Rationale:
Staff recommends approval of the Minutes of the Annual Organizational Meeting of December 14, 2022.

MinAnnOrg121422.pdf (64 KB)

Administrative Content

Executive Content
Rio School District
Minutes
Annual Organization Meeting
December 14, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.

Members present
Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, and Rosa Balderrama

1. Open Session 5:00 p.m.
1.1 Call to Order
President Anderson opened the meeting at 5:00 p.m.

1.2 Pledge of Allegiance
Trustee Torres led the flag salute.

1.3 Roll Call
Trustee Torres called the roll; all present.

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications
Trustee Torres pulled items 11.7 Contract with Maxim Healthcare Staffing Service, Inc. for Speech and Language Services and Item 11.8 Contract with Stepping Stones for Speech and Language Services to action for discussion.

President Anderson pulled items 11.10 Contract with the University of Lapland for action and discussion.

2.2 Approval of the Agenda
Staff recommends approval as amended.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

3. Public Comment-Closed Session
Public comments on closed session items were heard from Abbey Shaw-Linder, Mary Walzer and Ellery Cushing.
President Anderson adjourned the meeting into closed session at 5:13 p.m.

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 and Berkshire Investments, LLC Under Negotiation: Price and Terms of Payment re Escrow Extensions


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


5. Reconvene Open Session 6:00 p.m.
5.1 Reconvene Open Session and Closed Session Report
President Anderson reconvened the meeting into open session at 6:29 p.m.

The following action took place during closed session:

The Board met in Closed Session relative to Item 4.1, real property negotiations relative to property at 2600 N. Rose Avenue Property. As part of that discussion, the Board, by unanimous roll-call vote of all of its members approved Addendum No. 3 to the Purchase-Sale Agreement for a portion of the property, which authorizes a due diligence and close of escrow extension through January 19 and January 23, 2023, respectively; and provides for a credit to the District for related clean-up on the Property. Copies of the Addendum will be made available on request once executed by all Parties.

6. Annual Organization
6.1 Election of Board President
President Anderson nominated Trustee Eleanor Torres to serve as Board President for the 2023 year.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

6.2 Election of Clerk of the Board
President Torres nominated Felix Eisenhauer to serve as Clerk of the Board.

Motion by Eleanor Torres, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama
6.3 Certification of Signatures
Staff recommends the approval of the Certification of Signatures

Motion by Eleanor Torres, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

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
President Torres nominated Alesia Martin to serve as the school board representative to vote in the election of members for the County Committee on School District Organization and District Subcommittees.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

6.5 Approval of the Board Calendar of Regular Board Meeting for 2023 and revised Board Bylaw 9320 Meetings and Notices
Staff recommends approval of the Board Calendar of Regular Board Meeting for 2023 and possible revision of Board Bylaw 9320 Meetings and Notices.

Motion by Felix Eisenhauer, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

7. Recognitions
7.1 Board Member Recognitions
Superintendent Puglisi presented Trustee Anderson for her commitment and service as acting President for the 2022 year.

8. Communications
8.1 Acknowledgement of Correspondence to the Board
Trustees received emails that were sent to the board.

8.2 Board Member Reports
Board member reports were heard from Trustee Anderson, Balderrama, Dr. Eisenhauer and President Torres.

8.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Rizza Husband, RTA Vice President and Rosie Rosales, CSEA.

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

Public comments were heard from Armando Vargas.

9. Information
9.1 Educational Services Report
Oscar Hernandez, Assistant Superintendent of Educational Services, presented information on Trimester 1 grades, parent conferences and the 2022 baseline goals.

9.2 Human Resources Updates
Rebecca Rocha, Director of Human Resources, provided an overview of the Merit system.

9.3 Child Nutrition Update
Lacey Piper, Director of Child Nutrition, presented an update on the California Farm to School Incubator Grant Program.

9.4 Annual Developer Fee Report for Fiscal Year 2021/2022
Wael Saleh, Assistant Superintendent of Business Service, presented the Annual Developer Fee Report for Fiscal Year 2021/2022.

10. Discussion/Action
10.1 Approval of the First Interim Budget for 2022-2023
Approve the First Interim Budget for 2022/2023

Motion by Kristine Anderson, second by Alesia Martin.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

11. Consent
11.1 Approval of the Consent Agenda
Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

11.2 Approval of the Minutes of the Regular Board Meeting of November 16, 2022

11.4 Approval of the December Personnel Report

11.5 Approval of the 2023-2024 Open Enrollment Dates: February 6, 2023 - March 31, 2023

11.6 Approval of Annual Williams Settlement Report for the 2021-2022 school year

11.7 Contract with Maxim Healthcare Staffing Service, Inc. for Speech & Language Services
Staff recommends board approval of Maxim contract.

Motion by Felix Eisenhauer, second by Alesia Martin.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

11.8 Contract with Stepping Stones Group for Speech & Language Services
Staff recommends board approval of stepping stones group contract.

Motion by Felix Eisenhauer, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

11.9 Contract with Dr. Barbara D’Incau, Clinical/School Psychologist

11.10 Approval of the Contract with the University of Lapland
Staff recommends the approval of the Contract with the University of Lapland.

Motion by Felix Eisenhauer, second by Rosa Balderrama.
Final Resolution: Motion Fails
Yes: Felix Eisenhauer, Rosa Balderrama
No: Kristine Anderson, Alesia Martin
Abstain: Eleanor Torres

11.11 Child Development Resources Agreement Renewal

11.12 Contract with ATX Learning for School Psychologist Services

11.13 Rio Vista 6th Grade Channel Islands Field Trip

11.14 Approval for Certificated Staff to Attend the Out of the State The Midwest Clinic Out of State

11.15 Approval to declare and sell obsolete E-waste equipment
11.16 Approval of Amendment #6 from Balfour Beatty Construction for Project Management/Construction Management Services for the period January 1, 2023 through December 31, 2024

11.17 Approval of Proposal for the Rio Del Valle Middle School Switchgear Upgrade from KBZ

11.18 Approval of the Proposal for Extra Services, #3, for the Shade Structures at 3 Sites by KBZ Architects.

11.19 Approval of proposal from KBZ Architects for the Extra Services #1 at Rio Del Valle for the HVAC and Electrical Infrastructure

11.20 Approval of Proposal for extra services for the Rio Del Valle HVAC and Electrical Infrastructure, #2, in the Gym Locker Rooms.

11.21 Approval of Resolution No. 22/23-11 for the Notice of Completion for SMITH M.E.P. for Project #21-15L, Rio Vista Gym HVAC and Electrical

11.22 Approval of the Proposal for the Rio Del Valle Kitchen-MRP Project - Code Update, DSA, Bidding and Construction Administration

11.23 Approval of Change Order #1 from EJS Construction, Inc. for the HVAC and Electrical, Project 22-02L at Rio Real.

11.24 Approval of Change Order #2 with EJS Construction, Inc. for added scope of work at Rio Plaza, Project No. 22-01L.

12. Organizational Business
12.1 Future Meeting Dates: January 18, 2023
President Torres adjourned the meeting into closed session at 9:06 p.m.

President Torres reconvened the meeting at 9:24 p.m.

President Torres reported action was taken during closed session:
The Governing Board by unanimous voted to dismiss employee number 2194, and directed staff to send out notice; the Governing Board voted unanimously to dismiss employee number 2997 and directed staff to send out notice.

12.2 Future Items for Discussion

Trustee Eisenhauer requested the following information:
- Shipping Container option
- Suspension Trends
- CASPP reasonable to the students
- Structure Curriculum for below standards goals
- Historic Data ELD on Real Plaza
Trustee Alesia Martin requested the following information:

- List of Software programs
  - Tracking, original purpose

Trustee Kristine Anderson requested the following information:

- Monitor efficacy of LST

13. Adjournment

13.1 Adjournment

President Torres adjourned the meeting at 9:26 p.m.

Approved on this 18th day of January, 2023.

John Puglisi, Ph.D., Secretary  Date

Clerk of the Board  Date
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.3 Ratification of the Commercial Warrant for December 1, 2022 through January 4, 2023
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 3,647,981.30
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 December 1, 2022 through January 4, 2023.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The District processed payments to vendors since the last meeting of the Governing Board for a total amount of $3,647,981.30 which includes processing payments for all funds of the District in the following amounts for the period December 1, 2022 through January 4, 2023.

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Less Unpaid Tax Liability
Total: $0

Commercial Warrant.pdf (3,668 KB)

Administrative Content

https://go.boarddocs.com/ca/ho/Board.nsf/Private?open&login
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
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Total Number of Checks 46 233,357.05

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Total Number of Checks 6 92,688.04

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.
# Board Report

## Checks Dated 12/01/2022 through 01/04/2023

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**Total Number of Checks** 3  
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**Total Number of Checks** 811  
3,647,981.30

Less Unpaid Tax Liability  .00

Net (Check Amount)  3,647,981.30

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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.
Agenda Item Details
Meeting Jan 18, 2023 - RSD Regular Board Meeting
Category 10. Consent
Subject 10.4 Approval of the January Personnel Report
Access Public
Type Action (Consent)
Preferred Date Jan 18, 2023
Absolute Date Jan 18, 2023
Recommended Action Administration recommends approval of this item.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Staff recommends approval of the January personnel report.

PERS Report - January 18, 2023.pdf (61 KB)

Administrative Content

Executive Content

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

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
RIO SCHOOL DISTRICT  
January 18, 2023  

Certificated Personnel Report

Certificated Leave of Absence:  
Guynn, Robert James, Resource Teacher, Rio Lindo/Rio Rosales, (1.0 FTE) Leave of Absence Effective 01/03/2023 - 03/31/2023

Certificated Ratification of Employment:  
Solario, Michelle, Art Teacher, District 1.0 (FTE) Effective 12/12/2022  
Berghoff, Sarah, Multiple Subject Teacher, District 1.0 (FTE) Effective 12/12/2022

Classified Personnel Report

Classified Leave of Absence:  
Alcala, Karla, Instructional Assistant/Sped, (5.75) hours, Rio Real, effective 1/20/23 -3/24/23

Classified Promotion:  
Bedia, Areli, from Food Service Worker I, (2) hrs, Rio Lindo to Food Service Worker I, (4.25) hrs, Rio Plaza, effective 1/9/23  
Romero, Serena, promotion from Food Service Worker I, (2) hrs, Rio Real to Food Service Worker I, (3) hrs, Rio Del Sol, effective 1/9/23

Classified Ratification of Employment:  
Chavez, Natalia, Campus Supervision Assistant, (5) hours, Rio Del Norte, effective 12/13/22  
Torres, Agraz, Juana, Campus Supervision Assistant, (5.5) hours, Rio Plaza, effective 12/8/22

Classified Resignation:  
Raigoza, Savannah, from Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 12/30/22  
Valdivia, Arlene, from Food Service Worker I, (2.5) hours Rio Real, effective 1/5/23  
Valdivia, Arlene, from Food Service Worker I, (3) hours Rio Real, effective 1/5/23

Classified Voluntary Transfer:  
Romero, Serena, from Food Service Worker I, (2) hrs, Rio Real to Food Service Worker I, (2) hrs, Rio Del Sol, effective 1/9/23
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.5 Williams Quarterly Complaint Report
Access: Public
Type: Action (Consent)
Fiscal Impact: No
Budgeted: No
Budget Source: Not applicable
Recommended Action: Staff recommends approval of the Williams quarterly report from October to December, 2022.

Public Content
Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

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

Williams UCP Quarterly Report January 2023.pdf (80 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.

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2022-23

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

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

Date for information to be reported publicly at governing board meeting: January 18, 2023

Please check the box that applies:

☐ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

John Puglisi
Name of District Superintendent

Signature of District Superintendent

Please submit completed report to Shannon Krone at skrone@vcoe.org
Agenda Item Details
Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.6 Contract with ATX Learning Group for Speech & Language Services
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 94,700.00
Budgeted: Yes
Budget Source: Special Education Funds
Recommended Action: Staff recommends board approval of the ATX Learning Group contract.

Public Content
Speaker: Erika Johnson, Director of Special Education

Rationale:
Due to a shortage in qualified, in-person Speech and Language Pathologist applying directly for district employed positions and in order to meet the needs determined by students’ Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that board approve the ratified contract to hire a full time, in-person Speech and Language Pathologist (SLP) with ATX Learning Group to deliver speech/language services (in-person) for the remainder of the 2022-2023 school year or until a qualified district hired SLP provider is available to execute these services.

This contract is in lieu of one full time virtual SLP position with Maxim Healthcare Inc. that was previously board approved. The in-person SLP from ATX Learning Group will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of students’ IEPs. The contracted SLP will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

ATX-PROFESSIONAL SERVICES AGREEMENT - Rio School District - Ana.pdf (244 KB)

Administrative Content
https://go.boarddocs.com/ca/ilo/Board.nsf/Private?open&login
PROFESSIONAL SERVICES AGREEMENT

This agreement ("Services Agreement") made and entered into between Rio School District (hereinafter referred to as Client) located at 1800 Solar Dr, Oxnard, CA 93030, United States and Austin Texas Learning Group Llc d.b.a. ATX Learning (hereinafter referred to as Consultant) located at 10821 Red Run Blvd, #407, Owings Mills, MD 21117. In consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies, and/or reports, through its personnel who are the employees or independent contractors.

Provide direct service, perform any needed evaluation, and recommended equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on the date specified in Addendum A.

C. COMPENSATION: For the full performance of this agreement, the Client shall pay the Consultant as follows:

a) Consultant’s fee at the rate specified in Exhibit A.

b) Consultant will provide services for a minimum of 40 billable hours per week.

c) Client shall not be liable to pay for school holidays.

Invoice: Consultant shall provide the invoice for each calendar month.
Payment shall be as follows: Payments to be made within 15 days of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of the invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments are due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of the Consultant.

Payment for the services provided during overtime hours or holidays shall be calculated at one and a half times the regular rate agreed under the Exhibit A.

D. GENERAL TERMS AND CONDITIONS:

1) MUTUAL INDEMNIFICATION: The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save the Client, its Officers, Board Members, employees, and agents harmless from and against any loss of and/or damage to the person or property of Consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its officers, employees, or agents. Client will indemnify, defend and hold harmless Consultant, its directors, officers, employees and agents from all costs, fees, and damages (including reasonable attorneys' fees) arising from a third party claim against Consultant based on an actual or alleged: (i) failure by the Client to perform its obligations under this Agreement; (ii) breach of Client's representations and warranties; (iii) acts or omissions constituting negligence or willful misconduct, committed by Client, its officers, employees, or agents; or (iv) failure by Client to comply with governmental laws and regulations; or (v) infringement by Client (or any property or data provided by Client) of any patent, copyright, trademark, trade secret, or other intellectual property rights.

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Phone: +1 (512) 593-5222 Fax: +1 (512) 212-1338 www.atxlearning.com

ATX Professional Services Agreement
2) **NON-SOLICITATION:** Client agrees to not solicit or hire employees or independent contractors of Consultant, during the term of this agreement and for a period of 1 (One) Year following the end date of that employee or independent contractor’s services to Client. If the Client decides to hire the Consultant’s candidate as a district employee or independent contractor without the Consultant’s approval, a fee for direct hire will be payable to the Consultant within 15 days.

This paragraph is essential to protect the economic and business rights of the Consultant as well as valuable property rights.

3) **REPRESENTATIONS:** Client represents and warrants that all the information supplied to the Consultant is true and accurate and contains no errors or omissions. In the event that such information is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.

4) **AGREEMENTS WITH THIRD PARTIES:** Client represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.

5) **ASSIGNMENT:** Neither party shall assign this agreement, or any of the rights, duties, and obligations under this agreement, without the written consent of the other party.

6) **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons under this agreement because of such person’s race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

7) **LICENSE AND AUTHORITY:** The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credentials/clearance to Client at their request.

8) **EQUIPMENT AND FACILITIES:** Client and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.

9) **GOVERNING LAW:** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the State of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.

10) **WITHHOLDING:** The Client shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

11) **HEADINGS:** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

12) **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
13) MODIFICATION: Except as provided in Paragraph 19 below, any modification to this agreement must be in writing and signed by both parties to be effective.

14) AUTHORITY: Each party executing this agreement has the authority to do so.

15) DAMAGES: Except for claims for fraud, willful injury to person or property, and violation of law, no party shall claim damages against the other in excess of 50% of the total amount to be paid out under the Agreement. In addition, no party shall recover any special, consequential, or indirect damages of any type, against the Company.

16) TIMESHEET: Payment has to be made on the basis of the Approved/Counter-signed timesheet(s). Any discrepancy in the timesheet(s) should be communicated to the Consultant, within fifteen (15) days of receipt of such timesheet(s), by the Client. In the absence of any such communication, after fifteen (15) days, Consultant has the irrevocable, unlimited right to provide invoices in full as per the Approved/Counter-signed timesheet(s) and get paid as per the agreed payment terms regardless of whether those Approved/Counter-signed timesheets are correct.

The term “Approved/Counter-signed timesheets” shall mean, the timesheets that are signed by, the Principal, Director, Supervisor, or any other individual, authorized for signing the timesheets, by the client.

17) TERMINATION: Either party may terminate this Agreement on Twenty (20) calendar days written notice.

18) INDEPENDENT CONTRACTOR STATUS: While engaged in the performance of this Agreement, all Consultant’s personnel shall be classified as independent contractors and shall not be officers, agents, or employees of the Client.

19) SEVERABILITY: In the event that a court finds that this or any other portion or paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Company nor in the termination of the other provisions of this agreement.

20) EXHIBITS: All Exhibits and Schedules referred to in and attached to this Agreement are incorporated in this Agreement by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the Client to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the Client, or to utilize the Client’s letterhead or logo without the prior consent of the Client. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and Client
agree to comply with each of the following factors as is necessary to maintain independent-consultant status, each of which shall form a part of this Agreement:

| INSTRUCTIONS | For performing the services, the Client shall furnish the description and specifications of the services and prescribe the instructions, to the Consultant’s Personnel on the first day of the Job or from time to time, if required. |
| TRAINING/SUPERVISION | Consultant’s Personnel shall be under the supervision of the Client and the client shall provide the necessary training for the adequate performance of the services. |
| WORK NOT ESSENTIAL TO CLIENT | The Client’s success or continuation does not depend on the services of the Consultant. |
| JOB LOCATION | Client shall provide the location of the school/institute/facility where the services are required to be performed. |
| TOOLS & EQUIPMENT | Client shall provide the necessary tools and equipment, within the premises of the job location, to the consultant’s personnel for performing the services. Consultant or their personnel are not allowed to use their own tools and equipment. |
| SERVICES AVAILABLE TO PUBLIC | The Consultant’s services are available to the general public after school hours. |
| PROGRESS REPORTS | The Consultant will be required to make a progress report. |

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Client’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

CLIENT AUTHORIZED REPRESENTATIVE:  
Signature: ____________________________  
Date Signed: ________________________  
Branch / Dept.: ______________________  
Address: ____________________________

______________________________
Phone / Fax: ________________________
E-Mail Address: ____________________

CONSULTANT:  
Signature: ____________________________  
Date Signed: 01/06/2023  
Title: President  
Company Mailing Address:  
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: 800-846-5120 x 103, Fax: (512) 212-1338  
E-Mail Address: fred.miller@atxlearning.com
EXHIBIT – A

<table>
<thead>
<tr>
<th>Name:</th>
<th>Ana Molina</th>
</tr>
</thead>
<tbody>
<tr>
<td>Services:</td>
<td>Spanish bilingual Speech Language Pathologist</td>
</tr>
<tr>
<td>Hourly Rate for Services:</td>
<td>$103 per hour</td>
</tr>
<tr>
<td>Overtime/Holiday Rate:</td>
<td>$ time and a half</td>
</tr>
<tr>
<td>Mileage Reimbursement:</td>
<td>Billed at current IRS mileage reimbursement rate for transportation between school sites</td>
</tr>
<tr>
<td>Contract Term:</td>
<td>School Year 2022-2023</td>
</tr>
<tr>
<td>Assignment Start Date:</td>
<td>January 09, 2023</td>
</tr>
<tr>
<td>Assignment End Date:</td>
<td>June 16, 2023</td>
</tr>
<tr>
<td>Number of Days:</td>
<td></td>
</tr>
<tr>
<td>Guaranteed Hours:</td>
<td>40 hours per week</td>
</tr>
<tr>
<td>Cancellation Notice:</td>
<td>20 Days</td>
</tr>
</tbody>
</table>

*All the overtime/holiday hours worked shall be paid at $ time and one half (1.5).*

<table>
<thead>
<tr>
<th>District Business Services Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>District Sp Ed Contact:</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td>Timesheet Approver Email Address</td>
</tr>
<tr>
<td>and Name:</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Billing Information**

<table>
<thead>
<tr>
<th>Billing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Billing Telephone Number:</td>
</tr>
<tr>
<td>Billing Contact Info:</td>
</tr>
<tr>
<td>Billing Email Address:</td>
</tr>
</tbody>
</table>

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*ATX Professional Services Agreement*
10.7
**Agenda Item Details**

Meeting: Jan 18, 2023 - RSD Regular Board Meeting  
Category: 10. Consent  
Subject: 10.7 Contract with Pioneer Healthcare Services for Occupational Therapy Services  
Access: Public  
Type: Action (Consent)  
Fiscal Impact: Yes  
Dollar Amount: 75,000.00  
Budgeted: Yes  
Budget Source: Special Education Funds  
Recommended Action: Staff recommends board approval of Pioneer Healthcare Services contract.

**Public Content**

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage in qualified, Occupational Therapist applying directly for district employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that board approve the ratified contract to hire a full time, in-person Occupational Therapist with Pioneer Healthcare Services to deliver occupational therapy services for the remainder of the 2022-2023 school year or until a qualified district hired Occupational Therapist provider is available to cover the current leave of absence and to execute these services.

The Occupational Therapist from Pioneer Healthcare Services will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of students’ IEPs. The contracted Occupational Therapist will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

Pioneer Contract.pdf (348 KB)

**Administrative Content**

https://go.boarddocs.com/ca/rlo/Board.nsf/Private?open&login
Statement of Understanding

Pioneer Healthcare Services (PIONEER) is committed to providing the highest standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission’s Health Staffing Services Standards and Elements of Performance. PIONEER has thus informed our clients of the following:

**Subcontractors** – PIONEER will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.

**Floating** – PIONEER employees may only be placed in assignments that match the job description and clinical skills for which PIONEER assigns them. If an employee is asked to float to another department, the department should be like a department or unit. The floated employee must have demonstrated previous competency, have appropriate certifications or credentials for that department/unit and receive orientation. PIONEER employees should only be floated to areas of comparable clinical acuity.

**Competency Review** – PIONEER conducts extensive pre-employment screening and clinical assessments of its employees to establish profession competence. The client should cooperate in providing a review or evaluation of each assigned employee based upon the ability to perform the job functions and responsibilities expected by the facility. At a minimum these should be provided upon completion of the first shift worked. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.

**Orientation of Employees** – PIONEER will provide all new employees with an orientation to PIONEER policies, procedures and practices. It is the responsibility of the client to orient PIONEER employees to the facility, its rules, and to acquaint then with the specific facility policies and procedures where assigned. This includes equipment and the ability to properly, competently use the equipment as well as access and training on the electronic medical record documentation system.

**Employees of Independent Contractors** – As the provider of staffing services, PIONEER is the employer of assigned employees.

**Incident/Error Tracking System** – Upon notification of incidents and/or errors, PIONEER shall document and track all incidents, errors, and sentinel events related to the care and
services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission is required.

**Communicating Occupation Safety Hazards/Events** – It is the responsibility of the client to notify PIONEER within 24 hours of any competency issues and/or incidents related to the assigned employee. Client agrees to communicate with PIONEER whenever an accident/injury report related to an assigned employee is completed.

**Requirements of Staff Specified** – The requirements of staff sent to the client by PIONEER are to be determined by the customer. It is PIONEER’s obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements specified by the client in order to deliver safe care to the patients.

**Staff Matching Requirements** – PIONEER will verify the assigned employee’s licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.

**Conflict of Interest** – PIONEER discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member which is disclosed as or found to a) impair the individual’s objectivity or b) create an unfair competitive advantage for any person or organization other than PIONEER. Conflict of Interest means more than individual bias. There must be a financial interest that could directly affect the work or services of personnel to be considered a conflict. PIONEER reviews and evaluates this on an annual basis.

For complaints or concerns, please call Pioneer Healthcare Services at 800-683-1209.
Charges will be based on the following rate schedule effective as of 12/7/22:

<table>
<thead>
<tr>
<th>Position</th>
<th>Bill Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Speech Language Pathologist - CCC</td>
<td>$88.00-$105.00</td>
</tr>
<tr>
<td>Speech Language Pathologist - CFY</td>
<td>$63.00-$80.00</td>
</tr>
<tr>
<td>Speech Language Pathologist Assistant</td>
<td>$63.00-$88.00</td>
</tr>
<tr>
<td>Occupational Therapist</td>
<td>$88.00-$105.00</td>
</tr>
<tr>
<td>Certified Occupational Therapy Assistant</td>
<td>$65.00-$70.00</td>
</tr>
<tr>
<td>Physical Therapist</td>
<td>$88.00-$105.00</td>
</tr>
<tr>
<td>Physical Therapy Assistant</td>
<td>$65.00-$70.00</td>
</tr>
<tr>
<td>School Psychologist</td>
<td>$88.00-$105.00</td>
</tr>
<tr>
<td>RN/LVN</td>
<td>$75.00-$90.00</td>
</tr>
<tr>
<td>BCBA</td>
<td>$60.00-$90.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>2021 IRS Max</td>
</tr>
</tbody>
</table>

**Classifications**

Rates are based on required demonstrated competency of personnel.

**Overtime.** Overtime rates are charged for all hours worked in excess of eight (8) hours per day or forty (40) per week or according to applicable state law. Overtime must have CLIENT supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. The overtime rate for hours worked after twelve (12) hours in a given shift is billed as two (2) times the regular billing rate according to the applicable state law.

**Holidays.** Holiday rates will apply to shifts beginning at 7:00 p.m. the night before the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

- Thanksgiving Day
- Labor Day
- Independence Day
- Martin Luther King Day
- Veterans Day
- New Year's Day
- Memorial Day
- Presidents Day
- Christmas Day
- Columbus Day

**CLIENT:**

________________________________________________________________________
Signature
________________________________________________________________________
Printed Name & Title
________________________________________________________________________
Date

Attachment A
Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between Pioneer Healthcare Services LLC and Rio School District (Client).

Amelia McDowell - OT (Pioneer Healthcare Employee) is scheduled to work at Rio School District (1800 Solar Dr. Oxnard, California 93030) at a bill rate of $81 per hour.

Amelia McDowell - OT - (Employee) is scheduled to work 40 hours per week.

Amelia McDowell - OT - (Employee) is scheduled to work on the following days: January 9th, 2023 - June 16th, 2023

Amelia McDowell - OT - (Employee) is requesting the following days off: None

Scheduled workdays cannot be canceled by the client, and any changes to this confirmation must be agreed upon in writing and signed by Pioneer Healthcare and Rio School District (Client). REQUIRED NOTICE: 30 days

All language in the current Staffing Agreement between Pioneer Healthcare and Rio School District (Client) still applies.

Pioneer Healthcare Services LLC

Signature: [Signature]
Print Name: Sarah Paul
Title: Account Manager
Date: 11/23/2022

Client: Rio School District

Signature: [Signature]
Print Name: Erika Johnson
Title: Director of Pupil Personnel Services
Date: 1/5/23
CLIENT STAFFING AGREEMENT

This CLIENT Staffing Agreement ("Agreement") is entered into this 12/7/22, by and between Rio School District, with a location at 1800 Solar Drive, Oxnard, CA 93030, referred to in this Agreement as "CLIENT," and Pioneer Healthcare Services LLC, a California limited liability company, with an office located at 6215 Ferris Square, Suite 120, San Diego, CA 92121 referred to in this Agreement as "PIONEER."

RECITALS

WHEREAS, PIONEER operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to CLIENT and Client desires to engage PIONEER to provide personnel to supplement CLIENT's staff.

THEREFORE, in consideration of the above promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and PIONEER hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF PIONEER

Section 2.01 Services. PIONEER will, upon request by CLIENT, provide licensed health care providers (i.e. RTs, SLPs, PTs OTs, PTAs, COTAs, RNs and LPNs) as specified by CLIENT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.02 Personnel. PIONEER will supply CLIENT with Personnel who meet the following criteria:

A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to CLIENT administrator upon request.

B. Meet PIONEER and CLIENT conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, background checks, and any other applicable hiring criteria, documentation of which will be kept in the PIONEER employee file.

C. Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

Section 2.03 Insurance. PIONEER will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in aggregate covering sole negligent acts or omissions which may give rise to liability for services under this Agreement. PIONEER will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

Section 2.04 Employer Obligations. PIONEER, or its subcontractor(s), will maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. PIONEER agrees to maintain documentation on all Personnel provided by PIONEER in an employee file.
Section 2.05 Record Access. In instances where CLIENT is Medicare and/or Medicaid certified, PIONEER agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its facilities, books, documents and records will be made available to the Comptroller General of the Government Accounting Office of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

Section 3.01 Requests for Personnel. CLIENT will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by CLIENT at the time of the initial call.

Section 3.02 Short-notice Requests. PIONEER will bill CLIENT for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.03 Staff Order Cancellation. Staffing requests are scheduled as either four (4) hour, ("half-day"), or six (6) to eight (8) hour, ("full-day") assignments. A six (6) to eight (8) hour assignment may be changed ("downsized") to a four (4) hour assignment up to twenty-four (24) hours before the assignment starts. All assignments (excluding travelers) may be canceled up to twenty-four (24) hours before that assignment starts. Late cancellations or changes made less than twenty-four (24) hours before an assignment starts will be billed the applicable minimum charge of either four (4) hours or six (6) hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be canceled no later than 8:00 AM on the previous Friday. Personnel available for travel are available in all disciplines for thirteen (13) week, twenty-six (26) week, or non-traditional assignments. Cancellation of a travel assignment requires a thirty (30) day written notice. A travel assignment cannot be canceled prior to 30 days after the start of the assignment. Late cancellation or early termination of a travel assignment will result in a charge to CLIENT of eighty (80) hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

Section 3.04 Responsibility for Patient Care. CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards and laws. CLIENT is responsible for supervision and instruction of Personnel regarding policies, procedures, and CLIENT operation, specifically including, but not limited to, all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

Section 3.05 Non-Solicitation. For a period of twelve (12) months following the date on which a Personnel member last worked a shift at CLIENT, CLIENT agrees that it will take no steps to recruit or hire as its own employees or as a contractor those Personnel provided by PIONEER during the term of this Agreement. CLIENT understands PIONEER is not an employment agency and that Personnel are assigned to the CLIENT to render temporary service(s) and are not assigned to become employed by CLIENT. The CLIENT further acknowledges and agrees that the substantial investment in business related costs incurred by PIONEER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that CLIENT, or any affiliate, subsidiary, department, or division of CLIENT hires, employs or solicits Personnel, CLIENT will be in breach of this Agreement and CLIENT agrees that damages would be too difficult to calculate. Accordingly, CLIENT agrees that if CLIENT recruits or hires Personnel who has been introduced to CLIENT through this Agreement, CLIENT agrees to pay PIONEER
liquidated damages equal to the sum of twenty-five percent (25%) of the Personnel's annualized salary for 1 year.

Section 3.06 Non-performance. If CLIENT concludes, in its sole discretion, that any Personnel provided by PIONEER have engaged in misconduct, or have been grossly negligent, CLIENT may require the individual to leave the premises and will notify PIONEER immediately in writing, providing in reasonable detail the reason(s) for such dismissal and provide PIONEER with a right to cure such situation, in PIONEER's sole discretion. CLIENT's obligation to compensate PIONEER for such individual's services will be limited to the number of hours actually worked. PIONEER will not reassign the individual to CLIENT without prior approval of the CLIENT. If PIONEER requests feedback, CLIENT shall provide feedback in a timely manner.

Section 3.07 Right to Dismiss. CLIENT may request the dismissal of any Personnel for any reason; provided, however, that PIONEER shall have the right to cure such dismissal, in PIONEER'S sole discretion. CLIENT agrees to notify PIONEER of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate PIONEER for such individual's services limited to the number of hours actually worked.

Section 3.08 Insurance. CLIENT will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in aggregate covering acts or omissions which may give rise to liability in connection with services under this Agreement. CLIENT will name PIONEER as additional insured on such policy and forward a copy of its professional liability insurance certificate to PIONEER prior to execution of this Agreement. CLIENT will give PIONEER prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to PIONEER upon PIONEER'S request.

Section 3.09 Compliance with Regulatory Standards. In all instances where Personnel are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. PIONEER will cooperate with CLIENT to promptly provide Personnel with an orientation to CLIENT. PIONEER shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the CLIENT's specific policies and procedures provided to PIONEER for such purpose.

Section 4.02 Non-discrimination. Neither PIONEER nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

Section 4.03 Timesheets. Personnel will comply with Client's timekeeping process. Personnel will obtain Client supervisory approval on a weekly basis for hours worked on assignment.

ARTICLE 5. COMPENSATION

Section 5.01 Rates. PIONEER will supply Personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 Billing. PIONEER will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices are to be sent to the following CLIENT address:

Rio School District
1800 Solar Drive, Oxnard, CA 93030
Section 5.03 Payment. All amounts due to PIONEER are due and payable within thirty (30) days from date of invoice. Pioneer shall offer CLIENT a 2% discount if invoice is paid and delivered to PIONEER within seven (7) days from date of invoice. Discount will only apply if PIONEER receives the funds by check or ACH no later than the seventh (7th) day after the date of invoice. If funds arrive at the Pioneer office or are deposited by ACH after the seventh (7th) day from date of invoice, CLIENT will be responsible for the full 100% total amount of the invoice and will need to send another check or ACH for the remaining 2% that was not paid. CLIENT will send all payments to the following address:

Pioneer Healthcare Services, LLC  
6215 Ferris Square, Suite 120  
San Diego, CA 92121

Section 5.04 Mileage Reimbursement. CLIENT agrees to pay PIONEER for any mileage required during the regular course of business as needed by the facility or school district. PIONEER shall submit mileage to client through an invoice and the payment shall be as detailed in section 5.03. CLIENT agrees to pay mileage at the current standard IRS rate.

Section 5.05 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 & 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.06 Rate Change. PIONEER will give CLIENT at least thirty (30) days advance, written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. PIONEER and CLIENT are independent legal entities. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PIONEER nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or more than 51% of the capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Indemnification. PIONEER agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole gross negligent performance of PIONEER, its directors, officers, employees, or agents under this Agreement only. CLIENT agrees to indemnify and hold harmless PIONEER, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of any act or inaction of CLIENT, its directors, officers, employees, or agents under this Agreement.

Section 6.04 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
Section 6.05 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.06 Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between CLIENT and PIONEER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by both parties.

Section 6.07 Availability of Personnel. The parties agree that PIONEER’s duty to supply Personnel on request of CLIENT is subject to the availability of qualified Personnel. The failure of PIONEER to provide Personnel or the failure of CLIENT to request Personnel results in no penalty to CLIENT or any party claiming by or through it and shall not constitute a breach of this Agreement.

Section 6.08 Compliance with Laws. PIONEER and CLIENT agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.

Section 6.09 Severability. In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State to be determined at the sole discretion of PIONEER, without regard to its principles of conflict of laws.

Section 6.11 Confidentiality. The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.

Section 6.12 Limitation of Liability. Neither PIONEER nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. In no event shall PIONEER be liable to CLIENT in an amount that exceeds the fees paid to PIONEER by CLIENT pursuant to the terms of this Agreement.

Section 6.13 Amendment. No Amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.

Section 6.14 Legislative Changes. In the event Medicare, Medicaid or any third party payor, or any other Federal, State or Local law, rules regulations, or interpretations at any time change the method of reimbursement or payment of services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.

Section 6.15 Arbitration. All disputes relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association within 90 days in a location to be determined at
the sole discretion of PIONEER. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules. In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 HIPAA Compliance. In instances where PIONEER receives Protected Health Information, herein referred to as “PHI” in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:

1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8 (“HIPAA”), and;

2) Adhere to all requirements of any regulation promulgated thereunder.

3) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PIONEER shall implement appropriate safeguards to prevent the use or disclosure of a patient’s PHI other than provided for by this Agreement.

4) Promptly report any violations, use and/or disclosure of a client/patient’s PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.02 Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

(Signatures to follow on the next page)

CLIENT and PIONEER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

**Rio School District**

Signature

Printed Name & Title

Date

**PIONEER HEALTHCARE SERVICES LLC:**

Signature

Sarah Paul, Account Manager

Printed Name & Title

12/28/2022

Date
Agenda Item Details

Meeting: Jan 18, 2023 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.8 Approval of Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 136,600.00
Budgeted: Yes
Budget Source: Measure L Funds
Recommended Action: It is recommended that the Board approve the Proposal from KBZ Architects, Inc. for the Rio Del Valle Middle School Sports Fields, Phase 2

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

Rationale:
In coordination with the District’s Master Planning efforts, the related environmental review, and considering current and future drought issues, the District has instructed KBZ to revise the current design of the Fields Phase 2 project in order to change both baseball fields to artificial turf. KBZ has contacted FieldTurf regarding their DoublePlay artificial turf system, which emulates traditional grass with clay systems and will incorporate that product as the basis of design. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out for Phase 2, which was not included in the original Agreement.

KBZ Proposal.pdf (280 KB)

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
30 September 2022

Rio School District
Attn. Weel Saleh
1800 Solar Dr
Oxnard, CA 93030

Re: Rio Del Valle MS Sports Fields – Phase 2

Dear Mr. Saleh,

Kruger Bensen Ziemer Architects is pleased to propose additional professional services for the above noted project.

In coordination with the District’s Master Planning efforts, the related environmental review, and considering current and future drought issues, the District has instructed us to revise the current design of the Fields Phase 2 project in order to change both baseball fields to artificial turf. KBZ has contacted FieldTurf regarding their DoublePlay artificial turf system, which emulates traditional grass with clay systems and will incorporate that product as the basis of design. This proposal also includes services for Bid/Negotiate, Construction Administration, and Close Out for Phase 2, which was not included in the original Agreement.

OUTLINE OF SERVICES:

1. Phase 2 Construction Documents Revisions and DSA processing (additional to prior Agreement):
   - Additional topographic survey scope necessary for revised drainage system (different for artificial turf).
   - Revised construction document plan set for Phase 2, including architectural, civil, landscape planting & irrigation, structural, mechanical, plumbing, electrical/low voltage.
   - Revised project specifications, as required for bidding and DSA review.

2. Bid/Negotiate (Phase 2)
   - KBZ will assist the District with bid document preparation, including (1) meeting for bid document review and coordination with CyberCopy or other vendor for distribution.
   - KBZ will participate in the pre-bid job walk, describing the project scope and constraints.
   - KBZ will answer pre-bid RFI’s and issue Addenda as necessary.
   - KBZ will attend the bid opening and assist with bid tabulation as requested.
   - KBZ will assist the District with bid evaluations and recommendations for award.

3. Construction Administration & Closeout (Phase 2)
   - KBZ will coordinate the pre-construction conference meeting.
   - KBZ will participate in regular job meetings during the construction period, which is anticipated to run approximately 4 months (16 meetings included), keeping the District apprised of progress throughout.
   - KBZ will review pay applications and review as-builts to ensure they are being updated regularly.
   - KBZ will participate in two punch list walks at the conclusion of construction. Additional walks/confirmation visits will be billed as extra services on a T&M basis.
   - KBZ and consultants will review all as-builts, O&M manuals, warranties, and other close-out materials submitted by the Contractor.
   - KBZ will verify punch list items are complete per above.
   - KBZ will prepare and submit DSA close-out forms including final verified reports, reporting of project final cost, etc., in support of project certification by DSA.

PROPOSED FEE: $136,600.00 (See attached breakdown), includes $1500 reimbursable allowance.

The fee as noted above shall be billed each month based on percentage of completion for the current task(s). District shall be responsible for any additional topographic and/or boundary survey work, agency review and permit fees, hazardous material testing, geotechnical investigations.

Kruger Bensen Ziemer Architects, Inc.
189 Riguera Street, Suite 100A, Ventura, CA 93001 Phone 805.880.1033 www.kbzarch.com

Page 1 of 2
In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days' written notice.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or would like to see modified, please contact me at your earliest convenience.

Very truly yours,

[Signature]

Todd A Jespersen AIA, LEED AP
Principal Architect
California License #C25839

Attached: Phase 2 Fee Breakdown

Agreed:

__________________________
Signature

__________________________
Printed name

__________________________
Date

KRUGER BENSEN ZIEMER ARCHITECTS, INC.
199 FIGUEROA STREET, SUITE 100A, VENTURA, CA 93001  PHONE 805.650.1033 www.KBZARCH.COM

Page 2 of 2
## RSD Rio Del Valle MS Sports Fields - Phase 2

### Construction Documents - Phase 2 Revisions

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**Total Fees:** $135,100.00

**Reimbursable Allowance:** $1,500.00

**Total Proposed Fee:** $136,600.00
Agenda Item Details

Meeting  Jan 18, 2023 - RSD Regular Board Meeting
Category  10. Consent
Subject  10.9 Approval of Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L
Access  Public
Type  Action (Consent)
Fiscal Impact  Yes
Dollar Amount  53,440.79
Budgeted  Yes
Budget Source  Measure L Funds
Recommended Action  It is recommended that the Board approve Change Order #2 from EJS Construction for the Rio Plaza Shade Structures, Project 22-06L

Public Content

Speaker:  Wael Saleh, Assistant Superintendent, Business Services

Rationale:
During the initial drilling of the shade structure foundation holes, an unforeseen soil condition was encountered where large round river rocks were discovered within the soil at various depths, causing the drilled foundation hole to enlarge and collapse in upon itself during the drilling. This condition caused the drilled holes to cave in and expand or grow to the more than 5’ in diameter. The Geotech Firm was notified and a revised method was provided to drill the foundations and stabilize the holes drilled with a 3 sack concrete slurry, then re-drill the foundation hole thru the new slurry once the concrete slurry had hardened to deter cave-ins of the drilled foundation hole.

EJS Change Order_001.pdf (698 KB)

Administrative Content

Executive Content

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

Subject: Rio Plaza Elementary School

Re: Project 22-06L Rio Plaza Shade Structure
EJS Construction, Inc.
Recommendation to Approve CO #2 to EJS Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 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) CO#2-EJS Construction, Inc: Revise & Change Drilling Operation and Installation of Concrete Shade Structure Foundations Due to Unforeseen Site/Soil Condition. (River Rock at Various Depths)

$53,440.79

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

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty

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

CO 2  
1-03-2023

PROJECT NO: RSD 22-05L

PROJECT NAME: Rio Plaza Shade Structure

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

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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 1/3/23

PCO to Contract  
Rio Bid RSD #22-05L
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Total CO #2  
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<tr>
<td>$ 592,000.00</td>
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<td>$ 649,341.5</td>
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