



SCHOOL
DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

May 15, 2024

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

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

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

2.0



Wednesday, May 15, 2024
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Conference with Legal Counsel – Existing Litigation-Significant Exposure to litigation pursuant to subdivision (bA) of Government Code Section 54954.5, 54956.9 & 54956.9 Rio School District (4800.037) Number of matters: 1 Rio School District Claim No.: GHC0063665
- 4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/7921 and 2324/9689

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

- 5.1 Report of Closed Session

6. Recognitions/Presentations

- 6.1 Rio Vista Middle School Choir
- 6.2 Years of Service Awards and Retirement Recognitions

7. Communications

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

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

8. Discussion/Action

8.1 Approval of Tentative Agreement with RTA

8.2 Approval of Tentative Agreement with CSEA

8.3 Approval of Unrepresented Employee Compensation Increase

8.4 Declaration of Need for Limited Assignment Permits for the 2024-25 School Year

8.5 Declaration of Need for Emergency Substitute Permits for the 2024-25 School Year.

8.6 After School Programming-ELOP Funds-Purchase of Four Vehicles

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Special Board Meeting of April 17, 2024

9.3 Approval of the Minutes of the Regular Board Meeting of April 17, 2024

9.4 Ratification of the Commercial Warrant for the period April 6, 2024 through May 1, 2024

9.5 Approval of the May Personnel Report

9.6 Approval of Contract from The Law Offices of Fagen Friedman & Fulfroost LLP for legal representation of special cases.

9.7 Approval of Contract for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2024/2025 fiscal year.

9.8 Approval of Resolution No. 23/24-15 to Improve Compensation for Unrepresented Staff After July 1, 2024

9.9 Approval of contract with VCOE for Courier Service, 2024-25.

9.10 Approval of proposal by David Taussig & Associates, Inc. for Special Tax Administration Services for 2024-2025.

9.11 Approval of 5th Grade Field Trip to Santa Cruz Island with Island Packers

9.12 Approval of HIP HOP Mindset summer school contract

9.13 Approval of HR Entertainment Summer School Contract

9.14 Approval of CalState TEACH MOU for the Employment of Students Who Have an Intern Credential

9.15 Approval of CalState TEACH MOU for Student Teacher Placement

9.16 Approval of Preliminary Entitlement Services by PK:Architecture for schematic drawings for the Food Service building, the Maintenance Facilities, including support facilities.

9.17 Approval of Service Agreement with Hopkins Groundwater Consultants

9.18 Approval of the Five (5) year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Vista Middle School.

9.19 Approval of the Five (5) year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Real School.

9.20 Approval of credit change order from Taft Electric Company for Project 23-01L, Rio Del Valle Middle School, Switchgear Electrical Upgrade

9.21 Approval of Change Order #1 for the Fence Replacements at 5 sites by Ardalan Construction, Inc.

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: June 5, 2024 and June 26, 2024

11. Adjournment

11.1 Adjournment

4.1



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Conference with Legal Counsel – Existing Litigation-Significant Exposure to litigation pursuant to subdivision (bA) of Government Code Section 54954.5, 54956.9 & 54956.9 Rio School District (4800.037)Number of matters: 1 Rio School District Claim No.: GHC0063665
Access	Public
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/7921 and 2324/9689
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff will discuss student discipline outcomes.

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Approval of Tentative Agreement with RTA
Access	Public
Type	Action

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

Rationale: On April 22nd, the Rio Teacher's Association and the District came to a tentative agreement on a new three-year contract. The tentative agreement includes a 2% ongoing increase to the salary schedule, retroactive to July 1, 2023, a 1% ongoing increase retroactive to January 1, 2024, and a 1% increase effective July 1, 2024. Additionally, the hourly rate for Extra Work will increase from \$42 per hour to \$50. This is a two year agreement on compensation, with no salary reopeners in the 2024-25 school year.

Additional changes include incorporating language from both the counselor and the TK MOUs into the contract, and updates to the transfer language. Other minor changes include language modernization and changing "teachers" to "Unit Members" throughout the contract. The final agreement has been ratified by the teachers and is presented to the Board for final ratification and implementation.

Administrative Content

Executive Content

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Teachers Association (RTA)

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 25,554,425	\$ 656,749 2.57%	\$ 265,894 1.04%	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 5,744,634	\$ 147,637 2.57%	\$ 59,773 1.04%	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 31,299,059	\$ 804,386 2.57%	\$ 325,667 1.04%	\$ %
7.	Total Number (FTE) of Represented Employees	# 263	# 263	# 263	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 118,827	\$ 3,054 2.57%	\$ 1,236 1.04%	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 315	\$ 324 3.02%	\$ 328 4.05%	\$ %
	-Maximum Daily Rate	\$ 569	\$ 586 3.02%	\$ 592 4.05%	\$ %
	-Substitute Daily Rate	\$ 200	\$ 200 0.00%	\$ 200 0.00%	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$ 21,517	\$ 21,517	\$ 22,614	\$
	- District Cost Annual H&W Benefit amount per FTE *	\$ 18,612	\$ 18,612	\$ 19,561	\$
	- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: CSEA - California School Employees Association

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certified: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 9,804,305	\$ 251,971 2.57%	\$ 102,014 1.04%	\$ _____ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ _____ %	\$ _____ %	\$ _____ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ _____ %	\$ _____ %	\$ _____ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,555,041	\$ 91,365 2.57%	\$ 36,990 1.04%	\$ _____ %
5.	Health/Welfare Benefits - Increase/(Decrease)		\$ _____ %	\$ _____ %	\$ _____ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,359,346	\$ 343,335 2.57%	\$ 139,004 1.04%	\$ _____ %
7.	Total Number (FTE) of Represented Employees	# 208	# 208	# 208	# 208
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 64,342	\$ 1,654 2.57%	\$ 669 1.04%	\$ _____ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Maximum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Substitute Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
9b.	- Annual Cost Health/Welfare Benefit amount per Qualified FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$ _____
	- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	# 18,612	\$ 19,561	\$ _____
	- Current Negotiated H&W Cap amount per FTE **	\$ 15,110	\$ 15,110	\$ 15,110	\$ _____

Please include comments and explanations as necessary:

* CSEA members receive Employer covered H&W at .75 FTE or more. The amount shown is the cost per Eligible Employee

** H&W Cap is \$15,110 plus an additional 60%.

2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.

2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.

2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	For Multi-year Agreements	
				Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 5,058,008	\$ 126,956 2.51%	\$ 52,670 1.04%	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,384,040	\$ 34,739 2.51%	\$ 14,412 1.04%	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)		\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,442,048	\$ 161,695 2.51%	\$ 67,082 1.04%	\$ %
7.	Total Number (FTE) of Represented Employees	# 42	# 42	# 42	# 42
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 153,382	\$ 3,850 2.51%	\$ 1,597 1.04%	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$
	- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	\$ 18,258	\$ 19,189	\$
	- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

None to all bargaining groups.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

None to all bargaining groups.

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

None to all bargaining groups.

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

No, the tentative agreements will be funded with expenditure reductions, see attached reductions worksheet.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

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

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

Yes. Two Years Agreement: Funded by a combination of fund balance, change funding sources and program reductions, see attached reductions worksheet.

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	65,134,202	0	0	65,134,202
Remaining Revenues (8100-8799)	22,879,050	0	0	22,879,050
TOTAL REVENUES	88,013,252	0	0	88,013,252
EXPENDITURES				
1000 Certificated Salaries	31,510,768	783,705		32,294,473
2000 Classified Salaries	13,722,932	251,971	0	13,974,903
3000 Employees' Benefits	20,195,523	273,741		20,469,264
4000 Books and Supplies	5,490,807	0	0	5,490,807
5000 Services and Operating Expenses	16,683,388	0	(200,000)	16,483,388
6000 Capital Outlay	245,096	0	0	245,096
7100-7499 Other	1,513,851	0	0	1,513,851
TOTAL EXPENDITURES	89,362,365	1,309,416	(200,000)	90,471,761
OPERATING SURPLUS (DEFICIT)	(1,349,113)	(1,309,416)	0	(2,458,529)
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,240,975)	(1,309,416)	0	(2,350,391)
BEGINNING BALANCE	17,949,714	0	0	17,949,714
CURRENT YEAR ENDING BALANCE	16,708,739	(1,309,416)	0	15,599,323
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,689,713		(446,353)	8,243,360
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,680,871	39,282	0	2,720,153
Unappropriated Amounts (9790)	5,308,155	(1,348,699)	646,353	4,605,809

* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2023-24 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2024-25	(Col. 3) Budget Year 2 2025-26
REVENUES			
LCFF Revenues (8010-8099)	65,134,202	64,526,675	65,404,003
Remaining Revenues (8100-8799)	22,879,050	21,673,605	23,373,992
TOTAL REVENUES	88,013,252	86,200,279	88,777,995
EXPENDITURES			
1000 Certificated Salaries	32,294,473	33,278,759	33,777,940
2000 Classified Salaries	13,974,903	14,625,215	14,844,593
3000 Employees' Benefits	20,469,264	22,643,973	22,853,374
4000 Books and Supplies	5,490,807	6,051,363	6,051,363
5000 Services and Operating Expenses	16,483,388	16,855,374	17,044,559
6000 Capital Outlay	245,096	245,096	245,096
7100-7499 Other	1,513,851	1,513,851	1,513,851
Other Adjustments added this line		2,061,737	(5,561,806)
TOTAL EXPENDITURES	90,471,781	97,275,367	90,768,970
OPERATING SURPLUS (DEFICIT)	(2,458,529)	(11,075,088)	(1,990,975)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(2,350,391)	(10,964,787)	(1,878,468)
BEGINNING BALANCE	17,949,714	15,599,323	4,634,536
CURRENT YEAR ENDING BALANCE	15,599,323	4,634,536	2,756,067
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,243,360	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,720,153	2,918,261	2,723,069
Unappropriated Amounts (9790)	4,605,809	1,686,275	2,998

Multi-Year Projections Assumptions:

*Other Adjustment line is the combination of what's in the Second Interim Other Adjustment Line minus the savings in the attached Program Reductions Sheet

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 90,471,781	\$ 97,275,367	\$ 90,768,9
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,714,153	\$ 2,918,261	\$ 2,723,0

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,720,153	\$ 2,918,261	\$ 2,723,0
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 4,605,809	\$ 1,686,275	\$ 2.9
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$
e. Total District Budgeted Unrestricted Reserves	\$ 7,325,963	\$ 4,604,536	\$ 2,726,0

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

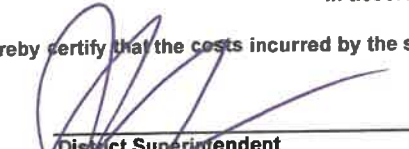
Yes


No

H. Certification

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

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


 District Superintendent
 (Signature)


 District Chief Business Official
 (Signature)

John Puglisi
 Printed Name

5/8/2024
 Date

Wael Saleh
 Printed Name

5-7-24
 Date

**Funding Plan
Rio School District
All Groups**

Description	2023-24	2024-25	2025-26	Total
Reductions in the 2023-24 Second Interim MYP:				
13 Teachers to Reduce		\$1,507,062	\$1,507,062	\$3,014,124
4 Classified Staff		\$387,952	\$387,952	\$775,904
One Administrator 10 Mnth First Year, Then Full Year		\$103,064	\$123,677	\$226,741
Cost share 20% of District Office Admins with ELOP		\$51,732	\$51,732	\$103,464
Shift Funding of Some Art and Music Contracts		\$378,034	\$378,034	\$756,068
Eliminate or Change Funding for 4 TOSA			\$500,000	\$500,000
Eliminate 4 Teachers			\$500,000	\$500,000
Subtotal Second Interim Reduction Plan	\$0	\$2,427,844	\$3,448,457	\$5,876,301
Reductions as a result of the TAs with All Groups:				
Savings expected at Unaudited Actuals	200000			
Move 10% of Principals, Assistant Principals, Night Custodians, TOSAs to ELOP	\$446,353	\$464,430	\$464,430	\$1,339,059
Additional 2 Teachers			\$250,000	\$250,000
Change in Health Cost Projections from 8% to 5.1%		\$215,906	\$215,906	\$431,812
Cost Share 50% 2 Temp Counselors with ELOP		\$100,000		\$100,000
Reduce or Change Funding Counselors by 3 (Keep 9) in 2025-26			\$375,000	\$300,000
Instructional Aides Reduction		\$100,000	\$100,000	\$200,000
Move Elementary Librarians 1.5 hours (19%) with ELOP		\$84,000	\$84,000	\$84,000
Reduce Contribution Assumption to SpEd		\$300,000	\$300,000	\$400,000
Single Section Reductions (6 sections or 1.2 FTE)		\$150,000	\$150,000	\$300,000
Other Revenues from growth due to Projected Developments			\$500,000	\$500,000
Reduction of 10% of Unrestricted Non-Personnel (contracts, services & supplies)		\$1,000,000	\$1,000,000	\$2,000,000
Subtotal Additional Reductions to Fund the TAs with all Groups	\$646,353	\$2,414,336	\$3,439,336	\$5,904,871
Total	\$646,353	\$4,842,180	\$6,887,793	\$11,781,172

**Rio School District
Multi-Year Projections
2nd Interim Budget**

Description	2023-24 2nd Interim Budget	2024-25	2025-26
Funded Average Daily Attendance	4,944	4,858	4,825
A Revenues and Other Financing Sources:			
1 LCFF: Base Grant	\$52,903,395	\$52,602,816	\$53,830,428
LCFF: Supp/Concent	12,230,807	11,923,659	11,573,575
2 Federal Revenues	5,981,120	4,692,681	4,692,681
3 Other State Revenues	10,920,207	11,003,201	11,303,588
4 Other Local Revenues	5,977,723	5,977,723	7,377,723
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	108,138	110,301	112,507
7 Total Revenues and Other Financing Sources	88,121,390	86,310,581	88,690,502
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	31,510,768	31,510,768	31,983,430
b. Projected Step and Column Adjustment	0	472,662	479,751
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	-	-
e. Total Certificated Salaries	31,510,768	31,983,430	32,463,181
2 Classified Salaries			
a. Base Salaries	13,722,932	13,722,932	13,928,776
b. Projected Step and Column Adjustment	-	205,844	208,932
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	0	-
e. Total Classified Salaries	13,722,932	13,928,776	14,137,708
3 Employee Benefits:			
a. STRS	5,662,302	5,108,835	6,200,468
b. PERS	3,557,095	3,672,200	4,029,247
c. FICA and Medicare	1,531,480	1,529,311	1,552,251
d. Health and Welfare	7,445,019	8,040,621	8,683,870
e. Unemployment	22,020	22,956	23,300
f. Worker Comp	854,409	909,062	922,698
g. Retiree Benefits	1,123,198	1,213,054	1,310,098
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	-	379,520	-
j. Total Benefits	20,195,523	22,075,558	22,721,931
4 Books and Supplies	5,490,807	6,051,363	6,051,363
5 Services and Other Operating Expenditures	16,683,388	16,855,374	17,044,559
6 Capital Outlay	245,096	245,096	245,096
7 Other outgo	1,674,296	1,674,296	1,674,296
8 Indirect costs	(160,445)	(160,445)	(160,449)
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(2,400,000)	(3,540,121)
11 Other Adjustments	-	6,803,917	1,325,987
12 Total Expenditures and Financing Uses	89,362,365	97,157,364	91,963,550
C Net Increase (Decrease) in Fund Balance	(\$1,240,975)	(\$10,846,783)	(\$3,073,048)
D Fund Balance			
1 Net Beginning Balance	17,949,714	16,708,739	5,861,956
Total Components of Ending Fund Balance	\$16,708,739	\$5,861,956	\$2,788,907
E Available Reserves- Unrestricted Only			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	8,689,713	(0)	0
Assigned for Beginning Balance Reinstatement	-	-	-
Designated for Economic Uncertainties	2,680,871	2,914,721	2,758,907
Undesignated/ Unappropriated Amount	5,308,155	2,917,236	0
Total Available Reserve - by Amount	\$16,708,739	\$5,861,956	\$2,788,907
Total Available Reserve - by Percent	8.94%	6.00%	3.00%

8.2



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approval of Tentative Agreement with CSEA
Access	Public
Type	Action
Preferred Date	Apr 19, 2023
Absolute Date	Apr 19, 2023
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

Rationale: On March 1, the California School Employees Association and the District came to a tentative agreement on a new three-year contract. The tentative agreement includes a 2% ongoing increase to the salary schedule, retroactive to July 1, 2023, a 1% ongoing increase retroactive to January 1, 2024, and a 1% increase effective July 1, 2024. This is a two year agreement on compensation, with no salary reopeners in the 2024-25 school year.

Additional significant changes include an update to the uniform stipend provided for Nutrition Service employees, minor modifications to the evaluation documents, and updates to the methodology for determining seniority. Other minor changes include language modernization throughout the contract.

The final agreement is presented to the Board for ratification and implementation.

Administrative Content

Executive Content

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Teachers Association (RTA)

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2023-24	For Multi-year Agreements	
			Year 2 2024-25	Year 3 2025-26
1. Salary Schedule - Increase/(Decrease)	\$ 25,554,425	\$ 656,749 2.57%	\$ 265,894 1.04%	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 5,744,634	\$ 147,637 2.57%	\$ 59,773 1.04%	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 31,299,059	\$ 804,386 2.57%	\$ 325,667 1.04%	\$ %
7. Total Number (FTE) of Represented Employees	# 263	# 263	# 263	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 118,827	\$ 3,054 2.57%	\$ 1,236 1.04%	\$ %
9a. Certified Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 315	\$ 324 3.02%	\$ 328 4.05%	\$ %
-Maximum Daily Rate	\$ 569	\$ 586 3.02%	\$ 592 4.05%	\$ %
-Substitute Daily Rate	\$ 200	\$ 200 0.00%	\$ 200 0.00%	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$ 21,517	\$ 21,517	\$ 22,614	\$
- District Cost Annual H&W Benefit amount per FTE *	\$ 18,612	\$ 18,612	\$ 19,561	\$
- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: CSEA - California School Employees Association

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certified: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

#	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 9,804,305	\$ 251,971 2.57%	\$ 102,014 1.04%	\$ _____ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ _____ %	\$ _____ %	\$ _____ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ _____ %	\$ _____ %	\$ _____ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,555,041	\$ 91,365 2.57%	\$ 36,990 1.04%	\$ _____ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,359,346	\$ 343,335 2.57%	\$ 139,004 1.04%	\$ _____ %
7.	Total Number (FTE) of Represented Employees	# 208	# 208	# 208	# 208
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 64,342	\$ 1,654 2.57%	\$ 669 1.04%	\$ _____ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Maximum Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
	-Substitute Daily Rate	\$ _____	\$ _____ %	\$ _____ %	\$ _____ %
9b.	- Annual Cost Health/Welfare Benefit amount per Qualified FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$ _____
	- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	# 18,612	\$ 19,561	\$ _____
	- Current Negotiated H&W Cap amount per FTE **	\$ 15,110	\$ 15,110	\$ 15,110	\$ _____

Please include comments and explanations as necessary:

* CSEA members receive Employer covered H&W at .75 FTE or more. The amount shown is the cost per Eligible Employee

** H&W Cap is \$15,110 plus an additional 60%.

2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.

2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.

2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2023-24	For Multi-year Agreements	
			Year 2 2024-25	Year 3 2025-26
1. Salary Schedule - Increase/(Decrease)	\$ 5,058,008	\$ 126,956 2.51%	\$ 52,670 1.04%	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,384,040	\$ 34,739 2.51%	\$ 14,412 1.04%	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)		\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,442,048	\$ 161,695 2.51%	\$ 67,082 1.04%	\$ %
7. Total Number (FTE) of Represented Employees	# 42	# 42	# 42	# 42
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 153,382	\$ 3,850 2.51%	\$ 1,597 1.04%	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$
- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	\$ 18,258	\$ 19,189	\$
- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):
None to all bargaining groups.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):
None to all bargaining groups.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):
None to all bargaining groups.

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?
No, the tentative agreements will be funded with expenditure reductions, see attached reductions worksheet.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

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

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

Yes. Two Years Agreement: Funded by a combination of fund balance, change funding sources and program reductions, see attached reductions worksheet.

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	65,134,202	0	0	65,134,202
Remaining Revenues (8100-8799)	22,879,050	0	0	22,879,050
TOTAL REVENUES	88,013,252	0	0	88,013,252
EXPENDITURES				
1000 Certificated Salaries	31,510,768	783,705		32,294,473
2000 Classified Salaries	13,722,932	251,971	0	13,974,903
3000 Employees' Benefits	20,195,523	273,741		20,469,264
4000 Books and Supplies	5,490,807	0	0	5,490,807
5000 Services and Operating Expenses	16,683,388	0	(200,000)	16,483,388
6000 Capital Outlay	245,096	0	0	245,096
7100-7499 Other	1,513,851	0	0	1,513,851
TOTAL EXPENDITURES	89,362,365	1,309,416	(200,000)	90,471,761
OPERATING SURPLUS (DEFICIT)	(1,349,113)	(1,309,416)	0	(2,458,529)
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,240,975)	(1,309,416)	0	(2,350,391)
BEGINNING BALANCE	17,949,714	0	0	17,949,714
CURRENT YEAR ENDING BALANCE	16,708,739	(1,309,416)	0	15,599,323
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,689,713		(446,353)	8,243,360
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,680,871	39,282	0	2,720,153
Unappropriated Amounts (9790)	5,308,155	(1,348,699)	646,353	4,605,809

* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2023-24 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2024-25	(Col. 3) Budget Year 2 2025-26
REVENUES			
LCFF Revenues (8010-8099)	65,134,202	64,526,675	65,404,003
Remaining Revenues (8100-8799)	22,879,050	21,673,605	23,373,992
TOTAL REVENUES	88,013,252	86,200,279	88,777,995
EXPENDITURES			
1000 Certificated Salaries	32,294,473	33,278,759	33,777,940
2000 Classified Salaries	13,974,903	14,625,215	14,844,593
3000 Employees' Benefits	20,469,264	22,643,973	22,853,374
4000 Books and Supplies	5,490,807	6,051,363	6,051,363
5000 Services and Operating Expenses	16,483,388	16,855,374	17,044,559
6000 Capital Outlay	245,096	245,096	245,096
7100-7499 Other	1,513,851	1,513,851	1,513,851
Other Adjustments added this line		2,061,737	(5,561,806)
TOTAL EXPENDITURES	90,471,781	97,275,367	90,768,970
OPERATING SURPLUS (DEFICIT)	(2,458,529)	(11,075,088)	(1,990,975)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(2,350,391)	(10,964,787)	(1,878,468)
BEGINNING BALANCE	17,949,714	15,599,323	4,634,536
CURRENT YEAR ENDING BALANCE	15,599,323	4,634,536	2,756,067
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,243,360	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,720,153	2,918,261	2,723,069
Unappropriated Amounts (9790)	4,605,809	1,686,275	2,998

Multi-Year Projections Assumptions:

*Other Adjustment line is the combination of what's in the Second Interim Other Adjustment Line minus the savings in the attached Program Reductions Sheet

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 90,471,781	\$ 97,275,367	\$ 90,768,9
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,714,153	\$ 2,918,261	\$ 2,723,0

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,720,153	\$ 2,918,261	\$ 2,723,0
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 4,605,809	\$ 1,686,275	\$ 2,9
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$
e. Total District Budgeted Unrestricted Reserves	\$ 7,325,963	\$ 4,604,536	\$ 2,726,0

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

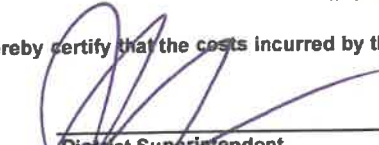
Yes

No

H. Certification

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

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


 District Superintendent
 (Signature)

John Puglisi
 Printed Name

5/8/2024
 Date


 District Chief Business Official
 (Signature)

Wael Saleh
 Printed Name

5-7-24
 Date

**Funding Plan
Rio School District
All Groups**

Description	2023-24	2024-25	2025-26	Total
Reductions in the 2023-24 Second Interim MYP:				
13 Teachers to Reduce		\$1,507,062	\$1,507,062	\$3,014,124
4 Classified Staff		\$387,952	\$387,952	\$775,904
One Administrator 10 Mnth First Year, Then Full Year		\$103,064	\$123,677	\$226,741
Cost share 20% of District Office Admins with ELOP		\$51,732	\$51,732	\$103,464
Shift Funding of Some Art and Music Contracts		\$378,034	\$378,034	\$756,068
Eliminate or Change Funding for 4 TOSA			\$500,000	\$500,000
Eliminate 4 Teachers			\$500,000	\$500,000
Subtotal Second Interim Reduction Plan	\$0	\$2,427,844	\$3,448,457	\$5,876,301
Reductions as a result of the TAs with All Groups:				
Savings expected at Unaudited Actuals	200000			
Move 10% of Principals, Assistant Principals, Night Custodians, TOSAs to ELOP	\$446,353	\$464,430	\$464,430	\$1,339,059
Additional 2 Teachers			\$250,000	\$250,000
Change in Health Cost Projections from 8% to 5.1%		\$215,906	\$215,906	\$431,812
Cost Share 50% 2 Temp Counselors with ELOP		\$100,000		\$100,000
Reduce or Change Funding Counselors by 3 (Keep 9) in 2025-26			\$375,000	\$300,000
Instructional Aides Reduction		\$100,000	\$100,000	\$200,000
Move Elementary Librarians 1.5 hours (19%) with ELOP		\$84,000	\$84,000	\$84,000
Reduce Contribution Assumption to SpEd		\$300,000	\$300,000	\$400,000
Single Section Reductions (6 sections or 1.2 FTE)		\$150,000	\$150,000	\$300,000
Other Revenues from growth due to Projected Developments			\$500,000	\$500,000
Reduction of 10% of Unrestricted Non-Personnel (contracts, services & supplies)		\$1,000,000	\$1,000,000	\$2,000,000
Subtotal Additional Reductions to Fund the TAs with all Groups	\$646,353	\$2,414,336	\$3,439,336	\$5,904,871
Total	\$646,353	\$4,842,180	\$6,887,793	\$11,781,172

**Rio School District
Multi-Year Projections
2nd Interim Budget**

Description	2023-24 2nd Interim Budget	2024-25	2025-26
Funded Average Daily Attendance	4,944	4,858	4,825
A Revenues and Other Financing Sources:			
1 LCFF: Base Grant	\$52,903,395	\$52,602,816	\$53,830,428
LCFF: Supp/Concent	12,230,807	11,923,859	11,573,575
2 Federal Revenues	5,981,120	4,692,681	4,692,681
3 Other State Revenues	10,920,207	11,003,201	11,303,588
4 Other Local Revenues	5,977,723	5,977,723	7,377,723
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	108,138	110,301	112,507
7 Total Revenues and Other Financing Sources	86,121,390	86,310,581	88,890,502
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	31,510,768	31,510,768	31,983,430
b. Projected Step and Column Adjustment	0	472,662	479,751
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	-	-
e. Total Certificated Salaries	31,510,768	31,983,430	32,463,181
2 Classified Salaries			
a. Base Salaries	13,722,932	13,722,932	13,928,776
b. Projected Step and Column Adjustment	-	205,844	208,932
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	0	-
e. Total Classified Salaries	13,722,932	13,928,776	14,137,708
3 Employee Benefits:			
a. STRS	5,662,302	5,108,835	6,200,468
b. PERS	3,557,095	3,872,200	4,029,247
c. FICA and Medicare	1,531,480	1,529,311	1,552,251
d. Health and Welfare	7,445,019	8,040,621	8,683,870
e. Unemployment	22,020	22,956	23,300
f. Worker Comp	854,409	909,062	922,698
g. Retiree Benefits	1,123,198	1,213,054	1,310,098
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	-	379,520	-
j. Total Benefits	20,195,523	22,075,558	22,721,931
4 Books and Supplies	5,490,807	6,051,363	6,051,363
5 Services and Other Operating Expenditures	16,683,388	16,855,374	17,044,559
6 Capital Outlay	245,096	245,096	245,096
7 Other outgo	1,674,296	1,674,296	1,674,296
8 Indirect costs	(160,445)	(160,445)	(160,449)
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(2,400,000)	(3,540,121)
11 Other Adjustments	-	6,803,917	1,325,987
12 Total Expenditures and Financing Uses	89,362,365	97,157,364	91,963,550
C Net Increase (Decrease) in Fund Balance	(\$1,240,975)	(\$10,846,783)	(\$3,073,048)
D Fund Balance			
1 Net Beginning Balance	17,949,714	16,708,739	5,861,956
Total Components of Ending Fund Balance	\$16,708,739	\$5,861,956	\$2,788,907
E Available Reserves- Unrestricted Only			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	8,689,713	(0)	0
Assigned for Beginning Balance Reinstatement	-	-	-
Designated for Economic Uncertainties	2,680,871	2,914,721	2,758,907
Undesignated/ Unappropriated Amount	5,308,155	2,917,236	0
Total Available Reserve - by Amount	\$16,708,739	\$5,861,956	\$2,788,907
Total Available Reserve - by Percent	8.94%	6.00%	3.00%

8.3



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval of Unrepresented Employee Compensation Increase
Access	Public
Type	Action
Preferred Date	Apr 19, 2023
Absolute Date	Apr 19, 2023
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

Rationale: The Rio School District has reached a tentative agreement with both the RTA and CSEA for a 2% ongoing increase to the salary schedule, retroactive to July 1, 2023, a 1% ongoing increase retroactive to January 1, 2024, and a 1% increase effective July 1, 2024.

School Psychologists, Confidential Employees, and Management, including all District administrators, Assistant Superintendents, and the Superintendent, are not represented by a labor organization and historically receive an equivalent salary increase to that negotiated on behalf of teachers and classified employees.

With the approval of the board, the salary schedules for Management, School Psychologists, and Confidential Employee groups will be updated to reflect an equivalent raise to the one provided to certificated and classified employees.

Administrative Content

Executive Content

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Teachers Association (RTA)

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: _____

The proposed agreement will be acted upon by the Governing Board at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2023-24	Year 2 2024-25	Year 3 2025-26
1. Salary Schedule - Increase/(Decrease)	\$ 25,554,425	\$ 656,749 2.57%	\$ 265,894 1.04%	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 5,744,634	\$ 147,637 2.57%	\$ 59,773 1.04%	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 31,299,059	\$ 804,386 2.57%	\$ 325,667 1.04%	\$ %
7. Total Number (FTE) of Represented Employees	# 263	# 263	# 263	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 118,827	\$ 3,054 2.57%	\$ 1,236 1.04%	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 315	\$ 324 3.02%	\$ 328 4.05%	\$ %
-Maximum Daily Rate	\$ 569	\$ 586 3.02%	\$ 592 4.05%	\$ %
-Substitute Daily Rate	\$ 200	\$ 200 0.00%	\$ 200 0.00%	\$ %
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$ 21,517	\$ 21,517	\$ 22,614	\$
- District Cost Annual H&W Benefit amount per FTE *	\$ 18,612	\$ 18,612	\$ 19,561	\$
- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: CSEA - California School Employees Association

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2023-24	For Multi-year Agreements Year 2 2024-25	Year 3 2025-26
1.	Salary Schedule - Increase/(Decrease)	\$ 9,804,305	\$ 251,971 2.57%	\$ 102,014 1.04%	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	\$	\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$	\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,555,041	\$ 91,365 2.57%	\$ 36,990 1.04%	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,359,346	\$ 343,335 2.57%	\$ 139,004 1.04%	\$ %
7.	Total Number (FTE) of Represented Employees	# 208	# 208	# 208	# 208
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 64,342	\$ 1,654 2.57%	\$ 669 1.04%	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per Qualified FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$
	- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	# 18,612	\$ 19,561	\$
	- Current Negotiated H&W Cap amount per FTE **	\$ 15,110	\$ 15,110	\$ 15,110	\$

Please include comments and explanations as necessary:

* CSEA members receive Employer covered H&W at .75 FTE or more. The amount shown is the cost per Eligible Employee

** H&W Cap is \$15,110 plus an additional 60%.

- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Unrepresented

The proposed agreement covers the period:
 Beginning: 7/01/2023
 Ending: 6/30/2025

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: May 15, 2024

A. Proposed Change in Compensation:

#	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement			
			Current Year 2023-24	For Multi-year Agreements		
			Year 2 2024-25	Year 3 2025-26		
1.	Salary Schedule - Increase/(Decrease)	\$ 5,058,008	\$ 126,956 2.51%	\$ 52,670 1.04%	\$	%
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$	%
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$	%
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,384,040	\$ 34,739 2.51%	\$ 14,412 1.04%	\$	%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$	%
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,442,048	\$ 161,695 2.51%	\$ 67,082 1.04%	\$	%
7.	Total Number (FTE) of Represented Employees	# 42	# 42	# 42	#	42
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 153,382	\$ 3,850 2.51%	\$ 1,597 1.04%	\$	%
9a.	Certificated Teacher's Salary (Excluding Benefits)					
	-Minimum Daily Rate	\$	\$ %	\$ %	\$	%
	-Maximum Daily Rate	\$	\$ %	\$ %	\$	%
	-Substitute Daily Rate	\$	\$ %	\$ %	\$	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE *	\$ 21,517	\$ 21,517	\$ 22,614	\$	
	- District Cost Annual H&W Benefit amount per FTE	\$ 18,612	\$ 18,258	\$ 19,189	\$	
	- Current Negotiated H&W Cap amount per FTE *	\$ 15,110	\$ 15,110	\$ 15,110	\$	

Please include comments and explanations as necessary:

- * H&W Cap is \$15,110 plus an additional 60%.
- 2023-24 2% Salary Increase On-Schedule, retro to July 1, 2023.
- 2023-24 1% Salary Increase On-Schedule, retro to January 1, 2024.
- 2024-25 1% Salary Increase On-Schedule.

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):
None to all bargaining groups.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):
None to all bargaining groups.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):
None to all bargaining groups.

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?
No, the tentative agreements will be funded with expenditure reductions, see attached reductions worksheet.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

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

Fund balance, change funding sources and program reductions, see attached reductions worksheet.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

Yes. Two Years Agreement: Funded by a combination of fund balance, change funding sources and program reductions, see attached reductions worksheet.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	65,134,202	0	0	65,134,202
Remaining Revenues (8100-8799)	22,879,050	0	0	22,879,050
TOTAL REVENUES	88,013,252	0	0	88,013,252
EXPENDITURES				
1000 Certificated Salaries	31,510,768	783,705		32,294,473
2000 Classified Salaries	13,722,932	251,971	0	13,974,903
3000 Employees' Benefits	20,195,523	273,741		20,469,264
4000 Books and Supplies	5,490,807	0	0	5,490,807
5000 Services and Operating Expenses	16,683,388	0	(200,000)	16,483,388
6000 Capital Outlay	245,096	0	0	245,096
7100-7499 Other	1,513,851	0	0	1,513,851
TOTAL EXPENDITURES	89,362,365	1,309,416	(200,000)	90,471,781
OPERATING SURPLUS (DEFICIT)	(1,349,113)	(1,309,416)	0	(2,458,529)
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(1,240,975)	(1,309,416)	0	(2,350,391)
BEGINNING BALANCE	17,949,714	0	0	17,949,714
CURRENT YEAR ENDING BALANCE	16,708,739	(1,309,416)	0	15,599,323
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,689,713		(446,353)	8,243,360
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,680,871	39,282	0	2,720,153
Unappropriated Amounts (9790)	5,308,155	(1,348,699)	646,353	4,605,809

* If the total amount of the Adjustment (Column 2) does not match the amount of the Total Compensation Increase on Page 1, Section A, Line 6 (Current Year column), please explain the variance below.

Please include comments and explanations as necessary:

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2023-24 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2024-25	(Col. 3) Budget Year 2 2025-26
REVENUES			
LCFF Revenues (8010-8099)	65,134,202	64,526,675	65,404,003
Remaining Revenues (8100-8799)	22,879,050	21,673,605	23,373,992
TOTAL REVENUES	88,013,252	86,200,279	88,777,995
EXPENDITURES			
1000 Certificated Salaries	32,294,473	33,278,759	33,777,940
2000 Classified Salaries	13,974,903	14,625,215	14,844,593
3000 Employees' Benefits	20,469,264	22,643,973	22,853,374
4000 Books and Supplies	5,490,807	6,051,363	6,051,363
5000 Services and Operating Expenses	16,483,388	16,855,374	17,044,559
6000 Capital Outlay	245,096	245,096	245,096
7100-7499 Other	1,513,851	1,513,851	1,513,851
Other Adjustments added this line		2,061,737	(5,561,806)
TOTAL EXPENDITURES	90,471,781	97,275,367	90,768,970
OPERATING SURPLUS (DEFICIT)	(2,458,529)	(11,075,088)	(1,990,975)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(2,350,391)	(10,964,787)	(1,878,468)
BEGINNING BALANCE	17,949,714	15,599,323	4,634,536
CURRENT YEAR ENDING BALANCE	15,599,323	4,634,536	2,756,067
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,243,360	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,720,153	2,918,261	2,723,069
Unappropriated Amounts (9790)	4,605,809	1,686,275	2,998

Multi-Year Projections Assumptions:

*Other Adjustment line is the combination of what's in the Second Interim Other Adjustment Line minus the savings in the attached Program Reductions Sheet

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2023-24	2024-25	2025-26
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 90,471,781	\$ 97,275,367	\$ 90,768,970
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,714,153	\$ 2,918,261	\$ 2,723,069

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2023-24	2024-25	2025-26
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,720,153	\$ 2,918,261	\$ 2,723,069
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 4,605,809	\$ 1,686,275	\$ 2,998
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 7,325,963	\$ 4,604,536	\$ 2,726,067

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

Yes

No

H. Certification


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

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


 District Superintendent
 (Signature)

John Puglisi
 Printed Name

5/8/2024
 Date


 District Chief Business Official
 (Signature)

Wael Saleh
 Printed Name

5-7-24
 Date

**Funding Plan
Rio School District
All Groups**

Description	2023-24	2024-25	2025-26	Total
Reductions in the 2023-24 Second Interim MYP:				
13 Teachers to Reduce		\$1,507,062	\$1,507,062	\$3,014,124
4 Classified Staff		\$387,952	\$387,952	\$775,904
One Administrator 10 Mnth First Year, Then Full Year		\$103,064	\$123,677	\$226,741
Cost share 20% of District Office Admins with ELOP		\$51,732	\$51,732	\$103,464
Shift Funding of Some Art and Music Contracts		\$378,034	\$378,034	\$756,068
Eliminate or Change Funding for 4 TOSA			\$500,000	\$500,000
Eliminate 4 Teachers			\$500,000	\$500,000
Subtotal Second Interim Reduction Plan	\$0	\$2,427,844	\$3,448,457	\$5,876,301
Reductions as a result of the TAs with All Groups:				
Savings expected at Unaudited Actuals	200000			
Move 10% of Principals, Assistant Principals, Night Custodians, TOSAs to ELOP	\$446,353	\$464,430	\$464,430	\$1,339,059
Additional 2 Teachers			\$250,000	\$250,000
Change in Health Cost Projections from 8% to 5.1%		\$215,906	\$215,906	\$431,812
Cost Share 50% 2 Temp Counselors with ELOP		\$100,000		\$100,000
Reduce or Change Funding Counselors by 3 (Keep 9) in 2025-26			\$375,000	\$300,000
Instructional Aides Reduction		\$100,000	\$100,000	\$200,000
Move Elementary Librarians 1.5 hours (19%) with ELOP		\$84,000	\$84,000	\$84,000
Reduce Contribution Assumption to SpEd		\$300,000	\$300,000	\$400,000
Single Section Reductions (6 sections or 1.2 FTE)		\$150,000	\$150,000	\$300,000
Other Revenues from growth due to Projected Developments			\$500,000	\$500,000
Reduction of 10% of Unrestricted Non-Personnel (contracts, services & supplies)		\$1,000,000	\$1,000,000	\$2,000,000
Subtotal Additional Reductions to Fund the TAs with all Groups	\$646,353	\$2,414,336	\$3,439,336	\$5,904,871
Total	\$646,353	\$4,842,180	\$6,887,793	\$11,781,172

**Rio School District
Multi-Year Projections
2nd Interim Budget**

Description	2023-24 2nd Interim Budget	2024-25	2025-26
Funded Average Daily Attendance	4,944	4,858	4,825
A Revenues and Other Financing Sources:			
1 LCFF: Base Grant	\$52,903,395	\$52,602,816	\$53,830,428
LCFF: Supp/Concent	12,230,807	11,923,859	11,573,575
2 Federal Revenues	5,981,120	4,692,681	4,692,681
3 Other State Revenues	10,920,207	11,003,201	11,303,588
4 Other Local Revenues	5,977,723	5,977,723	7,377,723
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	108,138	110,301	112,507
7 Total Revenues and Other Financing Sources	88,121,390	86,310,581	88,890,502
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	31,510,768	31,510,768	31,983,430
b. Projected Step and Column Adjustment	0	472,662	479,751
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	-	-
e. Total Certificated Salaries	31,510,768	31,983,430	32,463,181
2 Classified Salaries			
a. Base Salaries	13,722,932	13,722,932	13,928,776
b. Projected Step and Column Adjustment	-	205,844	208,932
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	0	-
e. Total Classified Salaries	13,722,932	13,928,776	14,137,708
3 Employee Benefits:			
a. STRS	5,662,302	6,108,835	6,200,468
b. PERS	3,557,095	3,872,200	4,029,247
c. FICA and Medicare	1,531,480	1,529,311	1,552,251
d. Health and Welfare	7,445,019	8,040,621	8,683,870
e. Unemployment	22,020	22,956	23,300
f. Worker Comp	854,409	909,062	922,698
g. Retiree Benefits	1,123,198	1,213,054	1,310,098
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	-	379,520	-
j. Total Benefits	20,195,523	22,075,558	22,721,931
4 Books and Supplies	5,490,807	6,051,363	6,051,363
5 Services and Other Operating Expenditures	16,683,388	16,855,374	17,044,559
6 Capital Outlay	245,096	245,096	245,096
7 Other outgo	1,674,296	1,674,296	1,674,296
8 Indirect costs	(160,445)	(160,445)	(160,449)
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(2,400,000)	(3,540,121)
11 Other Adjustments	-	6,903,917	1,325,987
12 Total Expenditures and Financing Uses	89,362,365	97,157,364	91,963,550
C Net Increase (Decrease) in Fund Balance	(\$1,240,975)	(\$10,846,783)	(\$3,073,048)
D Fund Balance			
1 Net Beginning Balance	17,949,714	16,708,739	5,861,956
Total Components of Ending Fund Balance	\$16,708,739	\$5,861,956	\$2,788,908
E Available Reserves- Unrestricted Only			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	8,689,713	(0)	0
Assigned for Beginning Balance Reinstatement	-	-	-
Designated for Economic Uncertainties	2,680,871	2,914,721	2,758,907
Undesignated/ Unappropriated Amount	5,308,155	2,917,236	0
Total Available Reserve - by Amount	\$16,708,739	5,861,956	2,788,907
Total Available Reserve - by Percent	8.94%	6.00%	3.00%



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 Declaration of Need for Limited Assignment Permits for the 2024-25 School Year
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Declaration of Need for Fully Qualified Educators.

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

Based on the 2023-24 school year, the Human Resources Department believes that the Rio School District may need up to 18 Limited Assignment Permits to fully staff positions in the 2024-25 school year. Approval of this item allows the district to continue utilizing teachers on limited assignment permits to fill staffing needs if no other options are available.

[Declaration of Need 2024-2025.pdf \(542 KB\)](#)

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.



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

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024/2025

Revised Declaration of Need for year: _____

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

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

Name of County: Ventura County CDS Code: 56

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

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

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 15 / 2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

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

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

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

John Puglisi Ph.D. Superintendent

Name

Signature

Title

805-485-3111

05/16/2024

Fax Number

Telephone Number

Date

1800 Solar Dr. 3rd Floor Oxnard Ca 93030

Mailing Address

jpuglisi@rioschools.org

EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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

The declaration shall remain in force until June 30, _____.

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

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

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

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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

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

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	6 _____
Bilingual Authorization (applicant already holds teaching credential)	6 _____
List target language(s) for bilingual authorization: Spanish _____	
Resource Specialist	6 _____
Teacher Librarian Services	1 _____
Emergency Transitional Kindergarten (ETK)	3 _____

LIMITED ASSIGNMENT PERMITS

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

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	6
Single Subject	6
Special Education	6
TOTAL	18

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	2
Art		Music	2
Business		Physical Education	
Dance		Science: Biological Sciences	
English	2	Science: Chemistry	
Foundational-Level Math	2	Science: Geoscience	
Foundational-Level Science	2	Science: Physics	
Health		Social Science	2
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	3 Spanish

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

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

If yes, how many interns do you expect to have this year? 5

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

Calstate Teach, CSUN, CLU, CSUCI, CSUHG, National
University

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

8.5



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.5 Declaration of Need for Emergency Substitute Permits for the 2024-25 School Year.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Declaration of Need for Emergency 30 Day Sub Permits

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

Based on the needs in 2023-24 the Human Resources Department believes that the Rio School District may need to utilize employees with Emergency 30-day Substitute Permits in order to fully staff positions in the 2024-25 school year. Approval of this item allows the district to continue utilizing 30-day Substitute Permits to fill the district's needs if no other options are available.

[Annual Statement of Need 2024-2025 - Substitute.pdf \(108 KB\)](#)

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.



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

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

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

INSTRUCTIONS TO THE EMPLOYER

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

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

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

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

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

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

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

This form must be signed by either:

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

OR

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

Certification and Authorized Signature

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

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

OR

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

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

	Rio School District	05/16/2024
_____ <i>Signature of the District Superintendent</i>	_____ <i>District</i>	_____ <i>Date</i>
_____ <i>Signature of the County Superintendent of Schools</i>	_____ <i>County</i>	_____ <i>Date</i>

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

8.6



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.6 After School Programming-ELOP Funds-Purchase of Four Vehicles
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	254,314.52
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Rio school district administration recommends approval of the purchase of four vehicles to be used to transport students for after school programming and/or the sports program.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Providing transportation to underrepresented and underserved students using Expanded Learning Opportunities Program (ELOP) funds can offer several significant benefits for the Rio School District: The cost for each vehicle is $\$63,578.63 \times 4 = \$254,314.52$

- 1. Equity in Access:** Transportation ensures that all students, regardless of their socioeconomic background or geographic location, have equal access to enrichment programs and opportunities. This helps bridge the opportunity gap and promotes equity in education.
- 2. Increased Participation:** Lack of transportation can be a barrier for many students to participate in after-school programs, tutoring, or enrichment activities. By providing transportation, the district can increase the participation of underrepresented students in these valuable programs, leading to improved academic outcomes and holistic development.
- 3. Community Engagement:** Transportation services can facilitate community engagement by allowing students from different neighborhoods or areas within the district to come together for learning experiences. This promotes diversity and fosters a sense of belonging and inclusion among students from various backgrounds.
- 4. Support for Working Families:** Many underserved families may face challenges in arranging transportation for their children to attend extracurricular activities due to work schedules or lack of reliable transportation options. Providing transportation can alleviate this burden for working families, allowing more students to benefit from extended learning opportunities.

5. **Utilization of ELOP Funds:** Using ELOP funds to support transportation aligns with the program's goal of expanding learning opportunities beyond the traditional school day. By investing these funds in transportation services, the district maximizes the impact of ELOP resources and ensures that they directly benefit the students who need them most.
6. **Positive Impact on Academic Achievement:** Research has shown that participation in extracurricular activities and enrichment programs can have a positive impact on academic achievement, student engagement, and school attendance. By making these opportunities more accessible through transportation services, the district can contribute to overall academic success for underrepresented students.
7. **Long-Term Benefits:** Providing transportation to underrepresented students can have long-term benefits for the community and society as a whole. By investing in the education and enrichment of all students, the district helps build a more skilled and diverse workforce, fosters social mobility, and contributes to a more equitable society.
8. RSD will follow state and federal guidelines for drivers of these vehicles. Safety training will be provided to anyone who uses these vehicles.

Overall, using ELOP funds to provide transportation for underrepresented and underserved students reflects a commitment to equity, access, and student success. It ensures that all students have the opportunity to participate in enriching learning experiences that can positively impact their academic, social, and personal development.

[truck quote_001 \(1\).pdf \(57 KB\)](#)

Administrative Content

Executive Content

Slsp1 LARRY FEITH
 Sales Mgr
 Fin. Inst. CASH
 Buyer RIO SCHOOL DISTRICT
 Address 3300 CORTEZ ST OXNARD CA 93030

Slsp2
 F&I Mgr
 Program Normal
 Co-Buyer

Vehicle 2024 CHEVROLET TRUCK TAHOE UT
 29 Miles
 Trade1
 Trade2
 Trade3

Sales Price		Deferred Down Paym...		Payment	
MSRP	\$0.00	Deferred		Term	1
Discount	\$59,165.00	P1	\$0.00	Sell Rate	
Selling Price	\$59,165.00	P2	\$0.00	AOR	.0000
Aftermarkets	\$0.00	P2	\$0.00	# Days 1st Payment	45
Doc Fee	\$85.00	Irregular		Payments Per Year	12
VSI Premium	\$0.00	Payment(s)	\$0.00	Prepaid Finance Ch...	0
ESC Premium	\$0.00	# of Payment(s)	0	APR	.0000
Maintenance	\$0.00	One Pay		Amount Financed	\$63,578.63
GAP Premium	\$0.00	# of Days	0	Finance Charge	\$0.00
LAH/IUI	\$0.00			Total of Payments	\$63,578.63
Prior Lease Balance	\$0.00			Total Sales Price	\$63,578.63
Total Fees	\$33.00			Payment	\$63,578.63
Total Taxes	\$4,295.63			1st Payment Date	06/10/2024
Total Price	\$63,578.63			Final Payment	\$0.00
Down Payment				Final Payment Due	06/10/2024
Customer Cash	\$0.00				
Deposit	\$0.00				
Total Rebates	\$0.00				
Total Trade Allow	\$0.00				
Total Trade Payoff	\$0.00				
Total Net Trade	\$0.00				
Total Deferred Down	\$0.00				
Total Down Payment	\$0.00				

#59,165 + FEES

LS TAHOE

TRUCK

9.1



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.1 Approval of the Consent Agenda
Access	Public
Type	Action (Consent)

Public Content

Speaker:

Rationale:

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.

9.2



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Special Board Meeting of April 17, 2024
Access	Public
Type	Minutes
Minutes	View Minutes for Apr 17, 2024 - Rio School District Special Board Meeting

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval.

[MinSpec041724.pdf \(30 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Special Board Meeting
April 17, 2024
Rio School District
1800 Solar Drive
Oxnard, CA 93030**

Members present

Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin.
Trustee Rosa Balderrama was absent.

1. Preliminary Business

1.1 Call to Order-4:00 p.m.

President Torres convened the meeting at 4:02 p.m.

1.2 Pledge of Allegiance

President Torres led the flag salute.

1.3 Roll Call

Trustee Martin called the roll, Trustee Rosa Balderrama was absent.

President Torres and Trustees Martin, Anderson and Eisenhauer were present.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

President Torres stated the order of the closed session items will change, Items 4.2 Public Employee Appointment [Government Code 54957] Title: Principal, Rio del Norte Elementary School and Principal, Rio del Valle Middle School will be heard first.

2.2 Approval of the Agenda

Staff recommends the agenda, as amended.

Motion by Felix Eisenhauer, second by Alesia Martin.

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Torres adjourned the meeting into closed session at 4:05 p.m.

4. Closed Session

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

4.2 Public Employee Appointment [Government Code 54957] Title: Principal, Rio del Norte Elementary School and Principal, Rio del Valle Middle School.

5. Open Session

5.1 Reconvene Open Session/Report of Closed Session

President Torres reconvened the meeting at 5:10 p.m.

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

The Governing Board voted unanimously to appoint Elizabeth Botello, Principal, Rio del Valle Middle School effective July 1, 2024..

The Governing Board voted unanimously to appoint Leslee Cybulski, Principal, Rio del Norte School effective July 1, 2024

6. Adjournment

6.1 Future Meeting Dates: April 17, 2024

6.2 Adjournment

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

Approved on this 15th of May 2024.

John Puglisi, Ph.D., Secretary

Date

Clerk of the Board

Date

9.3



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Approval of the Minutes of the Regular Board Meeting of April 17, 2024
Access	Public
Type	Minutes
Minutes	View Minutes for Apr 17, 2024 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval.

[Min041724.pdf \(103 KB\)](#)

Administrative Content

Executive Content



**Rio School District
Minutes
Regular Board Meeting
April 17, 2024
Rio School District
1800 Solar Drive
Oxnard, CA 93030**

Members present

Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin

1. Open Session 5:00 p.m.

1.1 Call to Order

President Torres convened the meeting at 5:13 p.m.

1.2 Pledge of Allegiance-Rio Real Student

The flag salute was led by Aria Gonzalez, Rio Real student.

1.3 Roll Call

President Torres called the roll, Trustee Balderrama was absent.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Anderson pulled items 10.7 Approval of Mystery Science Kits Purchase for the 2024/2025 School Year and 10.11 Request for Board Approval to Award Project #24-05L Outdoor Learning Center at Rio Plaza Elementary School, to the Adjul Corporation dba Lee Construction Co for discussion/action.

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

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

4. Closed Session

4.1 Conference Legal Counsel Re Pending Litigation: OAH Case No. 2023110374

4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/0982, 2324/1549 and 2324/9951 and Expulsion Student Nos. 2324/9881

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

5.1 Report of Closed Session

President Torres convened the meeting into open session at 5:17 p.m.

President Torres the following action took place during closed session:

By a motion by President Torres and second by Trustee Eisenhauer and a vote of 4-0, the Governing Board approved a Settlement Agreement on OAH case No. 2023110374.

By a vote of 4-0, the Governing Board took action to expel student no. 6010982.

By a vote of 4-0, the Governing Board took action to expel student no. 6011549.

By a vote of 4-0, the Governing Board took action to expel student no. 6009951.

By a vote of 4-0, the Governing Board took action to expel student no. 6019881.

6. Recognitions/Presentations

6.1 Rio Real ASB Student Presentation

Maria Hernandez, E.D., Principal, Rio Real Dual Immersion School, introduced her ASB students. The ASB students presented an update to the Governing Board.

6.2 Food Corp and Volunteer Recognition

Oscar Hernandez, Assistant Superintendent, Educational Services, acknowledged the volunteers that help distribute food to families of the Rio Community. The Governing Board assisted Mr. Hernandez along with Superintendent Puglisi give certificates to the volunteers.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

7.2 Board Member Reports

There were no board member reports.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Christi Hengler, RTA, Treasurer.

7.4 Superintendent Report
There was no report.

8. Information

8.1 Business Services Report

Wael Saleh, Assistant Superintendent, Business Services, introduced Dr. Joel Kirschenstein, Sage Consultants. Dr. Kirschenstein presented the Rio del Valle Expansion site plan with updated information. Changes recommended were requested by the City of Oxnard.

Mr. Saleh, introduced Olivia Graf-Doyle, A4E consultant, provided an update on the Rio Real and Rio Plaza Campus Revitalization Update.

8.2 Educational Services Update

Oscar Hernandez, Assistant Superintendent, Educational Services, provided updates on the formative assessment and trimester 2.

8.3 Technology Update

Jarkko Myllari, Director of Technology, provided a Budget, Support and Digital Citizenship report.

9. Discussion/Action

9.1 Resolution 2324/10 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 5, 2024

Staff recommends approval of Resolution 2324/10 Ordering a Regular Governing

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

9.2 Adoption of Resolution No. 23/24-11 Regarding the Implementation of Classified Layoff and Elimination of Classified Positions

Staff recommends approval of Resolution No. 23/24-11 Regarding the Implementation of Classified Layoff and Elimination of Classified Positions

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin

No: Kristine Anderson

9.3 Adoption of Resolution No. 23/24-12 Regarding the Implementation of Certificated Layoff and Termination of Certificated Employees as a Result of Reduction or Discontinuation of Particular Kinds of Services

Staff recommends approval of Resolution 23/24-12 Regarding the Implementation of Certificated Layoff and Termination of Certificated Employees as a Result of Reduction or Discontinuation of Particular Kinds of Services

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

9.4 Approval of Impossible Science Summer Camp Proposal

Staff recommends board approval of the Impossible Science Summer Camp Proposal.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.2 Approval of the Minutes of the Regular Board Meeting of March 13, 2024

10.3 Approval of the Personnel Report

10.4 Ratification of the Commercial Warrant for March 1, 2024, through April 5, 2024

10.5 Approval of the Certification of Signatures valid for April 17, 2024 through June 30, 2024.

10.6 Williams Quarterly Complaint Report

10.7 Approval of Mystery Science Kits Purchase for the 2024-2025 School Year

Staff recommends board approval of mystery science kits purchase.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.8 Ratification of network equipment licensing contract with CDW-G

Resolution: Staff recommends ratifying the 1-year network equipment licensing contract with CDW-G.

10.9 Request for Board Approval to Award Project #24-04L REBID at Rio Del Valle Middle School to Los Angeles Engineering, Inc.

10.10 Ratification of Extra Services Proposal #2 for Baseball Lighting at the Rio Del Valle Sports Fields, Phase 2, from Kruger Bensen Ziemer Architects, Inc.

10.11 Request for Board Approval to Award Project #24-05L, Outdoor Learning Center at Rio Plaza Elementary School, to The Adjul Corporation dba Lee Construction Co.
It is recommended that the Board approve Project #24-05L, Outdoor Learning Center at Rio Plaza Elementary School, to The Adjul Corporation dba Lee Construction Co.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

10.12 Approval of Eklund Consulting Agreement for Rio Summer Construction Camp
Resolution: Staff recommends board approval of

11. Organizational Business

11.1 Future Items for Discussion

Trustee Eisenhauer requested information regarding field trips and site conditions.

11.2 Future Meeting Dates: May 15, 2024

12. Adjournment

12.1 Adjournment

President Torres adjourned the meeting at 8:12 p.m.

Approved on this 15th of May 2024.

John Puglisi, Ph.D., Secretary

Date

Clerk of the Board

Date

9.4



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Ratification of the Commercial Warrant for the period April 6, 2024 through May 1, 2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,778,462.69
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period April 6, 2024 through May 1, 2024

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,778,462.69 which includes processing payments for all funds of the District in the following amounts for the period April 6, 2024 through May 1, 2024.

Fund 010	General Fund	\$1,288,372.42
Fund 130	Cafeteria Fund	\$135,119.69
Fund 212	Building Fund Measure L	\$783,139.86
Fund 213	Building Fund Measure H	\$460,796.92
Fund 251	Capital Facilities - Residential	\$44,351.13
Fund 252	Capital Facilities - Commercial	\$51,799.97

Fund 490	Capital Projects Fund for Blen	\$14,897.21
Less Unpaid Tax Liability		(\$14.51)
Total		\$2,778,462.69

[Commercial Warrant for 4_6_24 - 5_1_24.pdf \(1,158 KB\)](#)

Administrative Content

Executive Content

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ReqPay12a

Board Report

Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054647	04/18/2024	VCSSFA C/O Athens Admin	010-2200	2,142.83	
5009054541	04/11/2024	PERMA BOUND	010-4200	76.47	
5009054598	04/16/2024	PERMA BOUND	010-4200	1,397.49	
5009054639	04/18/2024	Scholastic Inc.	010-4200	217.15	
5009054659	04/23/2024	AMAZON CAPITAL SERVICES	010-4200	1,512.41	
5009054780	04/29/2024	PERMA BOUND	010-4200	1,143.46	
5009054478	04/10/2024	AGParts Worldwide, Inc.	010-4300	2,219.00	
5009054480	04/10/2024	ALL-PHASE ELECTRIC SUPPLY	010-4300	1,243.32	
5009054481	04/10/2024	Apple Inc.	010-4300	1,385.27	
5009054482	04/10/2024	Aswell Trophy	010-4300	1,547.47	
5009054484	04/10/2024	BARON INDUSTRIES	010-4300	174.35	
5009054485	04/10/2024	Blick Art Materials	010-4300	42.58	
5009054491	04/10/2024	Diener's Electric Inc.	010-4300	5,675.67	
5009054497	04/10/2024	GOPHER SPORTS	010-4300	557.18	
5009054501	04/10/2024	JONES SCHOOL SUPPLY CO., INC.	010-4300	225.27	
5009054502	04/10/2024	Jostens	010-4300	1,463.95	
5009054503	04/10/2024	Kimball Midwest	010-4300	736.86	
5009054505	04/10/2024	Lego Education	010-4300	349.55	
5009054507	04/10/2024	PCS Education Systems, Inc	010-4300	3,896.44	
5009054512	04/10/2024	SC FUELS	010-4300	1,144.65	
5009054513	04/10/2024	SCHOOL NURSE SUPPLY, INC.	010-4300	136.56	
5009054518	04/10/2024	The Ceramic Shop LLC	010-4300	484.79	
5009054519	04/11/2024	Advance Auto Parts	010-4300	1,851.15	
5009054522	04/11/2024	Ballard & Tighe	010-4300	1,468.80	
5009054523	04/11/2024	CI University Auxiliary Services, Inc.	010-4300	892.86	
5009054524	04/11/2024	Cloud 9 Sports, LLC	010-4300	1,307.46	
5009054531	04/11/2024	Grainger	010-4300	178.43	
5009054532	04/11/2024	Green Thumb Nursery	010-4300	574.30	
5009054538	04/11/2024	OTC BRANDS, INC.	010-4300	104.37	
5009054543	04/11/2024	SCHOOL NURSE SUPPLY, INC.	010-4300	79.47	
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	010-4300	9,949.04	
5009054557	04/16/2024	AGParts Worldwide, Inc.	010-4300	145.11	
5009054565	04/16/2024	Bertrand's Music	010-4300	599.78	
5009054567	04/16/2024	BSN Sports	010-4300	527.86	
5009054572	04/16/2024	FERGUSON ENTERPRISES # 1350	010-4300	1,261.31	
5009054577	04/16/2024	Grainger	010-4300	373.67	
5009054578	04/16/2024	HOME DEPOT CREDIT SERVICES	010-4300	8,590.27	
5009054579	04/16/2024	House Sanitary Supply	010-4300	140.88	
5009054583	04/16/2024	Journeyworks Publishing	010-4300	1,125.60	
5009054584	04/16/2024	Lakeshore Learning Materials	010-4300	1,209.39	
5009054588	04/16/2024	Eazel Enterprises Inc. Napalm	010-4300	442.48	
5009054589	04/16/2024	O'Reilly Auto Parts	010-4300	389.14	
5009054591	04/16/2024	Omar Israel Maya	010-4300	1,313.82	
5009054592	04/16/2024	OTC BRANDS, INC.	010-4300	172.17	
5009054593	04/16/2024	OuiSi Incorporated	010-4300	382.28	

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Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054596	04/16/2024	PAR Inc	010-4300	2,945.81	
5009054603	04/16/2024	Skulls Unlimited International	010-4300	286.16	
5009054606	04/16/2024	SUPER DUPER PUBLICATIONS	010-4300	191.19	
5009054608	04/18/2024	Velocity Truck Center	010-4300	439.81	
5009054612	04/18/2024	AMAZON CAPITAL SERVICES	010-4300	10,034.33	
5009054622	04/18/2024	Green Thumb Nursery	010-4300	39.92	
5009054632	04/18/2024	ODP Business Solutions	010-4300	8,149.99	
5009054633	04/18/2024	Omar Israel Maya	010-4300	804.37	
5009054637	04/18/2024	SC FUELS	010-4300	3,157.61	
5009054639	04/18/2024	School Datebooks, Inc.	010-4300	244.34	
5009054643	04/18/2024	Sweetwater	010-4300	4,784.93	
5009054657	04/23/2024	Advance Auto Parts	010-4300	1,267.63	
5009054658	04/23/2024	Airgas	010-4300	105.46	
5009054659	04/23/2024	AMAZON CAPITAL SERVICES	010-4300	4,118.29	
5009054661	04/23/2024	BARON INDUSTRIES	010-4300	119.14	
5009054663	04/23/2024	Carolina Biological Supply Co	010-4300	183.54	
5009054664	04/23/2024	COGGS TIRE SERVICE	010-4300	576.24	
5009054670	04/23/2024	Famcon Pipe & Supply	010-4300	10.51	
5009054672	04/23/2024	FERGUSON ENTERPRISES # 1350	010-4300	5,723.48	
5009054677	04/23/2024	Green Thumb Nursery	010-4300	175.18	
5009054680	04/23/2024	Kimball Midwest	010-4300	1,846.01	
5009054681	04/23/2024	Lawson Products	010-4300	89.01	
5009054686	04/23/2024	O'Reilly Auto Parts	010-4300	153.68	
5009054687	04/23/2024	ODP Business Solutions	010-4300	5,292.39	
5009054688	04/23/2024	OuiSi Incorporated	010-4300	550.18	
5009054698	04/23/2024	SC FUELS	010-4300	3,017.50	
5009054706	04/23/2024	Traffic Technologies, LLC	010-4300	291.15	
5009054707	04/23/2024	VC Metals Inc	010-4300	410.92	
5009054713	04/25/2024	AMAZON CAPITAL SERVICES	010-4300	1,930.07	
5009054723	04/25/2024	Jostens	010-4300	510.96	
5009054726	04/25/2024	NCS PEARSON INC. DBA PEARSON ASSESSMENTS	010-4300	406.93	
5009054735	04/29/2024	Advance Auto Parts	010-4300	1,019.37	
5009054737	04/29/2024	Aswell Trophy	010-4300	169.12	
5009054739	04/29/2024	BARON INDUSTRIES	010-4300	59.78	
5009054741	04/29/2024	Carolina Biological Supply Co	010-4300	888.20	
5009054743	04/29/2024	FERGUSON ENTERPRISES # 1350	010-4300	1,247.49	
5009054744	04/29/2024	FRANKLIN TRUCK PARTS, INC.	010-4300	212.99	
5009054749	04/29/2024	Johnstone Supply	010-4300	515.44	
5009054752	04/29/2024	Linde Gas & Equipment Inc.	010-4300	133.47	
5009054753	04/29/2024	Mark It Place	010-4300	2,821.64	
5009054755	04/29/2024	O'Reilly Auto Parts	010-4300	772.59	
5009054756	04/29/2024	Omar Israel Maya	010-4300	997.42	
5009054757	04/29/2024	Orange County Department of Ed	010-4300	57.12	
5009054759	04/29/2024	PARKHOUSE TIRE, INC.	010-4300	572.83	
5009054763	04/29/2024	PRINTECH	010-4300	863.95	

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Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054765	04/29/2024	Rainbow Mealworms, Inc.	010-4300	57.73	
5009054768	04/29/2024	Fred M Boemer Motor Co. RWC Group	010-4300	257.48	
5009054769	04/29/2024	SCHOOL NURSE SUPPLY, INC.	010-4300	768.03	
5009054771	04/29/2024	Skachers USA Inc.	010-4300	15.36	
5009054781	04/29/2024	Velocity Truck Center	010-4300	57.93	
VCH090000503	04/19/2024	Jaramillo, Rocio	010-4300	8.73	
VCH090000512	04/26/2024	Pimentel, Leslie T	010-4300	84.10	
VCH090000515	04/26/2024	Zaritsky, Deborah H	010-4300	73.68	
VCH090000518	04/26/2024	Viera, Yesenia	010-4300	102.32	
VCH090000519	04/26/2024	Mendoza III, Ignacio	010-4300	29.74	
VCH090000523	04/26/2024	Torres, Mario	010-4300	499.71	
VCH090000526	04/26/2024	Ruiz, Samantha	010-4300	50.72	
5009054498	04/10/2024	Grainger	010-4325	22.79	
5009054578	04/16/2024	HOME DEPOT CREDIT SERVICES	010-4325	225.38-	
5009054624	04/18/2024	House Sanitary Supply	010-4325	1,775.69	
5009054678	04/23/2024	House Sanitary Supply	010-4325	3,424.67	
5009054747	04/29/2024	House Sanitary Supply	010-4325	8,616.68	
5009054761	04/29/2024	Pioneer Chemical Co	010-4325	3,304.27	
5009054512	04/10/2024	SC FUELS	010-4360	172.39	
5009054529	04/11/2024	Ewing Irrigation Products Inc	010-4360	848.49	
5009054532	04/11/2024	Green Thumb Nursery	010-4360	194.89	
5009054578	04/16/2024	HOME DEPOT CREDIT SERVICES	010-4360	528.36-	
5009054637	04/18/2024	SC FUELS	010-4360	475.54	
5009054669	04/23/2024	Ewing Irrigation Products Inc	010-4360	950.47	
5009054670	04/23/2024	Famcon Pipe & Supply	010-4360	287.59	
5009054698	04/23/2024	SC FUELS	010-4360	454.44	
5009054712	04/23/2024	YAMA LAWMOWER REPAIR	010-4360	212.03	
5009054559	04/16/2024	Apple Inc.	010-4400	2,585.32	
5009054584	04/16/2024	Lakeshore Learning Materials	010-4400	599.78	
5009054668	04/23/2024	EKC Enterprises, Inc.	010-4400	17,961.26	
5009054486	04/10/2024	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	467,173.62	
5009054562	04/16/2024	Aspiranet	010-5100	2,352.29	
5009054564	04/16/2024	Tammy Van Fleet, PHD, BCBAD	010-5100	2,607.50	
5009054597	04/16/2024	PASSAGEWAY, INC.	010-5100	7,856.06	
5009054613	04/18/2024	APA Speech Therapy Inc.	010-5100	11,175.00	
5009054617	04/18/2024	Catalyst Family Inc.	010-5100	33,478.92	
5009054651	04/22/2024	APA Speech Therapy Inc.	010-5100	11,175.00	
5009054662	04/23/2024	Tammy Van Fleet, PHD, BCBAD	010-5100	3,165.00	
5009054690	04/23/2024	Pioneer Healthcare Services	010-5100	14,632.00	
5009054696	04/23/2024	Rebecca R. Simonson	010-5100	5,280.00	
5009054699	04/23/2024	STAR of CA, LLC	010-5100	21,355.77	
5009054704	04/23/2024	Alliance One, LLC The Genesis Group	010-5100	4,600.00	
5009054705	04/23/2024	The Stepping Stones Group LLC	010-5100	3,673.84	

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Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	010-5200	12,976.99	
5009054655	04/23/2024	Castillo, Ruben P	010-5200	364.80	
5009054757	04/29/2024	Orange County Department of Ed	010-5200	1,398.13	
VCH090000504	04/19/2024	Steiner, Josh	010-5200	10.32	
VCH090000506	04/19/2024	Amparan-Henschel, Naomi A	010-5200	54.07	
VCH090000507	04/19/2024	Orleans, Mary F	010-5200	56.91	
VCH090000508	04/19/2024	Alatorre, Tanya M	010-5200	21.44	
VCH090000509	04/19/2024	Thomas, Thailya	010-5200	784.22	
VCH090000510	04/19/2024	Reyes IV, Felipe	010-5200	30.56	
VCH090000511	04/19/2024	Jovel, Nicole D	010-5200	21.44	
VCH090000514	04/26/2024	Radford, Patrick W	010-5200	469.28	
VCH090000516	04/26/2024	Escobar, Hugo M	010-5200	16.08	
VCH090000517	04/26/2024	Maria, Julie E	010-5200	284.75	
VCH090000520	04/26/2024	Beckman, Janelle	010-5200	46.83	
VCH090000521	04/26/2024	Tan, Charlene A	010-5200	10.59	
VCH090000522	04/26/2024	Magana, Carlos S	010-5200	21.44	
VCH090000524	04/26/2024	Garcia, Catherine	010-5200	53.47	
VCH090000525	04/26/2024	Torres, John A	010-5200	160.80	
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	010-5300	290.99	
5009054585	04/16/2024	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009054515	04/10/2024	SOUTHERN CALIF. EDISON	010-5520	25,549.80	
5009054640	04/18/2024	SOUTHERN CALIF. EDISON	010-5520	30,325.03	
5009054496	04/10/2024	THE GAS COMPANY	010-5530	972.10	
5009054674	04/23/2024	THE GAS COMPANY	010-5530	4,166.05	
5009054488	04/10/2024	CITY OF OXNARD	010-5540	12,080.32	
5009054547	04/11/2024	UNITED WATER CONSERVATION DIST	010-5540	3,284.22	
5009054715	04/25/2024	California American Water	010-5540	1,874.19	
5009054493	04/10/2024	E J Harrison & Sons	010-5560	1,560.58	
5009054720	04/25/2024	E J Harrison & Sons	010-5560	13,408.45	
5009054666	04/23/2024	City Of Oxnard-City Treasurer	010-5561	172.33	
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	010-5600	1,872.90	
5009054578	04/16/2024	HOME DEPOT CREDIT SERVICES	010-5600	162.59	
5009054641	04/18/2024	Sunbelt Rentals	010-5600	4,957.26	
5009054654	04/22/2024	Security Self Storage	010-5600	489.80	
5009054665	04/23/2024	De Lage Landen Financial Servi ces, Inc.	010-5600	206.49	
5009054711	04/23/2024	Wireless CCTV LLC	010-5600	3,277.50	
5009054478	04/10/2024	AGParts Worldwide, Inc.	010-5610	2,219.01	
5009054557	04/16/2024	AGParts Worldwide, Inc.	010-5610	145.11	
5009054575	04/16/2024	GIBBS INTERNATIONAL	010-5610	7,275.36	
5009054589	04/16/2024	O'Reilly Auto Parts	010-5610	39.70	
5009054604	04/16/2024	Sonitrol	010-5610	664.46	
5009054676	04/23/2024	GIBBS INTERNATIONAL	010-5610	2,135.94	

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ReqPay12a

Board Report

Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054712	04/23/2024	YAMA LAWMOWER REPAIR	010-5610	212.03	
5009054745	04/29/2024	GIBBS INTERNATIONAL	010-5610	1,816.06	
5009054746	04/29/2024	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009054772	04/29/2024	Sprintrol	010-5610	58.95	
5009054568	04/16/2024	Canon Financial Services, Inc	010-5612	5,655.77	
5009054628	04/18/2024	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009054716	04/25/2024	Canon Solutions America, Inc	010-5612	5,410.82	
5009054751	04/29/2024	KONICA MINOLTA PREMIER FINANCE	010-5612	1,725.33	
5009054500	04/10/2024	Integrated Fire and Safety	010-5620	3,294.46	
5009054544	04/11/2024	SERVICE PRO-FIRE PROTECTION	010-5620	4,054.65	
5009054600	04/16/2024	SCHINDLER ELEVATOR CORPORATION	010-5620	395.28	
5009054608	04/16/2024	Velocity Truck Center	010-5620	1,271.37	
5009054609	04/16/2024	Overhead Door	010-5620	5,260.00	
5009054714	04/25/2024	Burons Pretelled Pumping	010-5620	1,995.00	
5009054736	04/29/2024	AMERICAN BUILDING COMFORT	010-5620	22,775.00	
5009054762	04/29/2024	Platinum Tow & Transport	010-5620	282.50	
5009054770	04/29/2024	SERVICE PRO-FIRE PROTECTION	010-5620	13,730.13	
5009054781	04/29/2024	Velocity Truck Center	010-5620	167.53	
5009054578	04/16/2024	HOME DEPOT CREDIT SERVICES	010-5630	.94	
5009054605	04/16/2024	Sunbelt Rentals	010-5630	2,932.53	
5009054780	04/29/2024	United Site Services	010-5630	4,146.36	
5009054479	04/10/2024	Coastal Occupational Med. Grp.	010-5800	60.00	
5009054481	04/10/2024	Apple Inc.	010-5800	499.98	
5009054487	04/10/2024	Carlos Dimas	010-5800	840.00	
5009054489	04/10/2024	FRONTLINE TECH. GROUP, LLC	010-5800	4,577.37	
5009054499	04/10/2024	Horalia Rodriguez dba HR Entertainment	010-5800	2,000.00	
5009054504	04/10/2024	Lindsey B. Gold Leap4Fun	010-5800	4,620.00	
5009054506	04/10/2024	Luis Gerardo Guillen	010-5800	475.00	
5009054508	04/10/2024	New Direction Solutions LLC Pro Care Therapy	010-5800	8,576.89	
5009054511	04/10/2024	Riverside Insights	010-5800	180.00	
5009054514	04/10/2024	TREBRON COMPANY, INC	010-5800	6,704.35	
5009054516	04/10/2024	Stephanie Rae Towner	010-5800	5,807.00	
5009054517	04/10/2024	TeacherFit, LLC	010-5800	1,854.00	
5009054521	04/11/2024	Alexsandro Lozada	010-5800	1,020.00	
5009054527	04/11/2024	Ericka D. Waskewics	010-5800	4,051.50	
5009054528	04/11/2024	EverDriven Technologies	010-5800	368.40	
5009054534	04/11/2024	Internal Revenue Service	010-5800	258.26	
5009054535	04/11/2024	Javier Lozada Galindo	010-5800	1,105.00	
5009054536	04/11/2024	Jose Lorenzo Arevalo	010-5800	255.00	
5009054537	04/11/2024	Jose Vega	010-5800	510.00	
5009054539	04/11/2024	Oscar Ambriz	010-5800	680.00	

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5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	010-5800	4,158.88	
5009054549	04/11/2024	Venco Western	010-5800	348.00	
5009054550	04/11/2024	Ventura County Office of Education Business	010-5800	3,770.00	
5009054551	04/11/2024	Ventura Land Trust	010-5800	23,190.00	
5009054553	04/11/2024	Vicente Lozada	010-5800	850.00	
5009054555	04/11/2024	W.O.L.F.	010-5800	20,602.50	
5009054558	04/16/2024	Alejandro Torres	010-5800	1,105.00	
5009054559	04/16/2024	Apple, Inc.	010-5800	163.00	
5009054563	04/16/2024	AXIOM, INC.	010-5800	9,000.00	
5009054569	04/16/2024	Eduardo Quezada	010-5800	680.00	
5009054573	04/16/2024	FGL Environmental	010-5800	73.00	
5009054574	04/16/2024	Geraldine Mae Garcia Cabanban	010-5800	210.00	
5009054576	04/16/2024	GOPHER SPORTS	010-5800	838.45	
5009054580	04/16/2024	Israel Ambríz	010-5800	170.00	
5009054582	04/16/2024	J. Nava Gomez	010-5800	850.00	
5009054586	04/16/2024	Most Excellent Enterprises	010-5800	2,730.00	
5009054588	04/16/2024	Eazel Enterprises Inc. Napalm	010-5800	376.00	
5009054590	04/16/2024	OC Tech Innovations Corp	010-5800	1,050.00	
5009054594	04/16/2024	Pelletier & Associates, Inc.	010-5800	615.00	
5009054595	04/16/2024	PARADIGM HEALTHCARE SERVICES	010-5800	742.14	
5009054599	04/16/2024	Raul Merino	010-5800	170.00	
5009054601	04/16/2024	Security Self Storage	010-5800	271.00	
5009054602	04/16/2024	SERVICE PRO-FIRE PROTECTION	010-5800	2,340.00	
5009054604	04/16/2024	Sonitrol	010-5800	2,857.85	
5009054610	04/16/2024	Coastal Occupational Med. Grp.	010-5800	125.00	
5009054611	04/18/2024	Akeso Occupational Health	010-5800	110.00	
5009054615	04/18/2024	CDTF	010-5800	58.00	
5009054616	04/18/2024	Carlos Dimas	010-5800	630.00	
5009054617	04/18/2024	Catalyst Family Inc.	010-5800	2,369.89	
5009054618	04/18/2024	Crown Castle	010-5800	1,372.34	
5009054623	04/18/2024	William Venegas Hip Hop Mindset	010-5800	8,750.00	
5009054625	04/18/2024	Infinity Comm Consulting Inc.	010-5800	3,000.00	
5009054626	04/18/2024	Integrated Fire and Safety	010-5800	4,199.99	
5009054631	04/18/2024	Live Scan Ventura	010-5800	879.00	
5009054642	04/18/2024	Steve Sunnarborg	010-5800	1,155.00	
5009054645	04/18/2024	Teacher Synergy, LLC	010-5800	3,525.00	
5009054649	04/18/2024	Ventura Missionary School	010-5800	200.00	
5009054652	04/22/2024	Forum Music Festivals	010-5800	2,660.00	
5009054675	04/23/2024	Geraldine Mae Garcia Cabanban	010-5800	210.00	
5009054679	04/23/2024	Horalia Rodriguez dba HR Entertainment	010-5800	3,600.00	
5009054682	04/23/2024	Luis Gerardo Guillen	010-5800	1,750.00	
5009054683	04/23/2024	Most Excellent Enterprises	010-5800	2,100.00	
5009054685	04/23/2024	Nee Quaison Sackey	010-5800	2,730.00	

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5009054691	04/23/2024	New Direction Solutions LLC Pro Care Therapy	010-5800	2,526.72	
5009054695	04/23/2024	Ray DeLaurentis, Inc.	010-5800	420.00	
5009054699	04/23/2024	STAR of CA, LLC	010-5800	145.69	
5009054700	04/23/2024	Steve Sunnarborg	010-5800	2,030.00	
5009054705	04/23/2024	The Stepping Stones Group LLC	010-5800	3,846.16	
5009054710	04/23/2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	187.50	
5009054717	04/25/2024	Carlos Dimas	010-5800	980.00	
5009054725	04/25/2024	Lawrence A. Wolf	010-5800	10,531.50	
5009054728	04/25/2024	Rain Master Irrigation Systems	010-5800	14.95	
5009054730	04/25/2024	SWRCB ACCOUNTING OFFICE ATTN: WATER QUALITY FEES	010-5800	1,068.00	
5009054734	04/29/2024	Adam Burton	010-5800	2,870.00	
5009054740	04/29/2024	Carlos Dimas	010-5800	1,015.00	
5009054754	04/29/2024	Moxi, The Wolf Museum of Exploration & Innovation	010-5800	1,074.00	
5009054767	04/29/2024	Ray DeLaurentis, Inc.	010-5800	840.00	
5009054770	04/29/2024	SERVICE PRO-FIRE PROTECTION	010-5800	5,206.14	
5009054772	04/29/2024	Sonitrol	010-5800	235.80	
5009054775	04/29/2024	Steve Sunnarborg	010-5800	1,960.00	
5009054776	04/29/2024	T-Mobile	010-5800	175.14	
5009054783	04/29/2024	Wonder Media, LLC	010-5800	3,800.00	
5009054520	04/11/2024	Aleshire & Wynder, LLP	010-5802	1,794.87	
5009054494	04/10/2024	FEDEX	010-5900	44.11	
5009054495	04/10/2024	Frontier Communications	010-5900	60.70	
5009054614	04/18/2024	AT&T	010-5900	2,586.25	
5009054621	04/18/2024	Frontier Communications	010-5900	237.09	
5009054673	04/23/2024	Frontier Communications	010-5900	274.09	
5009054722	04/25/2024	Frontier Communications	010-5900	123.73	
5009054738	04/29/2024	AT&T	010-5900	78.65	
5009054742	04/29/2024	FEDEX	010-5900	130.02	
5009054552	04/11/2024	VERIZON WIRELESS	010-5920	315.51	
5009054540	04/11/2024	Peach Hill Soils, Inc	010-6102	3,502.79	
5009054656	04/23/2024	3DPotter, Inc.	010-6400	9,820.00	
5009054779	04/29/2024	United of Omaha Life Ins. Co.	010-9534	833.52	
5009054778	04/29/2024	Tax Deferred Services Corporate Office Suite 209	010-9539	97,099.65	
VCH090000502	04/19/2024	Carranza-Casimiro, Maria	010-9539	30.00	
Total Number of Checks			262	1,288,372.42	
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	130-4300	2,509.96	
5009054578	04/18/2024	HOME DEPOT CREDIT SERVICES	130-4300	571.00	
5009054612	04/18/2024	AMAZON CAPITAL SERVICES	130-4300	455.64	
5009054659	04/23/2024	AMAZON CAPITAL SERVICES	130-4300	434.45	
5009054687	04/23/2024	ODP Business Solutions	130-4300	83.64	

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

Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009054774	04/29/2024	STEVENSON'S RESTAURANT EQUIP.	130-4300	429.06	
VCH090000505	04/19/2024	Heller, Dulce M	130-4300	39.49	
VCH090000513	04/26/2024	Buckenberger, Jenise A	130-4300	190.59	
5009054612	04/18/2024	AMAZON CAPITAL SERVICES	130-4400	719.96	
5009054492	04/10/2024	Home Country Pizza	130-4710	956.75	
5009054510	04/10/2024	Tri County Bread Service	130-4710	1,743.06	
5009054525	04/11/2024	Driftwood Dairy, Inc.	130-4710	3,439.24	
5009054530	04/11/2024	EPMOV INC. Farm Cart Organics	130-4710	2,426.20	
5009054542	04/11/2024	Tri County Bread Service	130-4710	1,600.03	
5009054545	04/11/2024	SYSCO VENTURA, INC.	130-4710	7,020.26	
5009054546	04/11/2024	THE BERRY MAN, INC.	130-4710	5,038.40	
5009054556	04/11/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	330.40	
5009054619	04/18/2024	Driftwood Dairy, Inc.	130-4710	7,305.86	
5009054620	04/18/2024	EPMOV INC. Farm Cart Organics	130-4710	4,950.40	
5009054629	04/18/2024	La Central Bakery	130-4710	706.00	
5009054630	04/18/2024	Laubacher Farms, Inc	130-4710	14.00	
5009054635	04/18/2024	Tri County Bread Service	130-4710	966.19	
5009054636	04/18/2024	Ramiro Avina	130-4710	416.00	
5009054644	04/18/2024	SYSCO VENTURA, INC.	130-4710	24,014.03	
5009054646	04/18/2024	THE BERRY MAN, INC.	130-4710	12,272.62	
5009054650	04/18/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	2,180.16	
5009054667	04/23/2024	Driftwood Dairy, Inc.	130-4710	1,760.32	
5009054671	04/23/2024	EPMOV INC. Farm Cart Organics	130-4710	1,232.00	
5009054693	04/23/2024	Tri County Bread Service	130-4710	493.24	
5009054694	04/23/2024	Ramiro Avina	130-4710	144.00	
5009054701	04/23/2024	SYSCO VENTURA, INC.	130-4710	10,909.99	
5009054703	04/23/2024	THE BERRY MAN, INC.	130-4710	2,425.90	
5009054709	04/23/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	495.60	
5009054718	04/25/2024	Driftwood Dairy, Inc.	130-4710	3,733.91	
5009054721	04/25/2024	EPMOV INC. Farm Cart Organics	130-4710	4,544.40	
5009054724	04/25/2024	La Central Bakery	130-4710	82.00	
5009054727	04/25/2024	Tri County Bread Service	130-4710	865.83	
5009054729	04/25/2024	Ramiro Avina	130-4710	391.00	
5009054731	04/25/2024	SYSCO VENTURA, INC.	130-4710	8,759.30	
5009054732	04/25/2024	THE BERRY MAN, INC.	130-4710	8,182.39	
5009054733	04/25/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	743.40	
5009054766	04/29/2024	Ramiro Avina	130-4710	72.00	
5009054509	04/10/2024	Puretec Industrial Water	130-5800	341.02	
5009054692	04/23/2024	Puretec Industrial Water	130-5800	544.06	
5009054764	04/29/2024	Puretec Industrial Water	130-5800	272.03	
5009054526	04/11/2024	Edgar Espinoza	130-5800	8,064.00	

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

ReqPay12a

Board Report

Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054548	04/11/2024	U.S. Bank Corporate Payment Systems	130-5800	230.16	
5009054614	04/18/2024	AT&T	130-5900	19.75	
Total Number of Checks			46	135,119.69	
5009054490	04/10/2024	Cyber Copy	212-5800	12.99	
5009054560	04/16/2024	A4E	212-5800	17,255.00	
5009054607	04/16/2024	US BANK	212-5800	2,000.00	
5009054653	04/22/2024	Gannett Media Corp	212-5800	1,558.20	
5009054660	04/23/2024	A4E	212-5800	2,782.50	
5009054708	04/23/2024	VENTURA REFRIGERATION SALES & SERVICE	212-5800	583.70	
5009054782	04/29/2024	VENTURA REFRIGERATION SALES & SERVICE	212-5800	784.42	
5009054750	04/29/2024	KBZ Architects	212-6101	11,750.00	
5009054570	04/16/2024	EJS Construction, Inc	212-6102	271,564.15	
5009054566	04/16/2024	Bon Air, Inc	212-6202	203,300.00	
5009054777	04/29/2024	TAFT ELECTRIC	212-6202	239,560.55	
5009054750	04/29/2024	KBZ Architects	212-6219	14,925.35	
5009054684	04/23/2024	NV/5 West, Inc.	212-6235	903.00	
5009054587	04/16/2024	NV/5 West, Inc.	212-6245	760.00	
5009054483	04/10/2024	BALFOUR BEATTY CONSTRUCTION	212-6272	15,400.00	
Total Number of Checks			14	783,139.86	
5009054490	04/10/2024	Cyber Copy	213-5800	19.34	
5009054660	04/23/2024	A4E	213-6101	15,000.00	
5009054561	04/16/2024	Ardalan construction co.	213-6102	49,978.55	
5009054702	04/23/2024	TAFT ELECTRIC	213-6102	18,015.00	
5009054587	04/16/2024	NV/5 West, Inc.	213-6135	1,423.00	
5009054627	04/18/2024	KENCO CONSTRUCTION SERVICES	213-6145	840.00	
5009054689	04/23/2024	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	213-6202	17,197.25	
5009054758	04/29/2024	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	213-6202	179,840.40	
5009054660	04/23/2024	A4E	213-6219	178,483.38	
Total Number of Checks			8	460,796.92	
5009054659	04/23/2024	AMAZON CAPITAL SERVICES	251-4300	852.12	
			251-4400	594.61	
5009054571	04/16/2024	Fence Factory Rentals	251-5600	512.40	
5009054648	04/18/2024	Venco Western	251-5610	13,892.00	
5009054697	04/23/2024	Sage Realty Group	251-5800	28,500.00	
Total Number of Checks			4	44,351.13	
5009054554	04/11/2024	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009054773	04/29/2024	Stantec Consulting Services	252-5800	1,095.00	

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

Checks Dated 04/06/2024 through 05/01/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054702	04/23/2024	TAFT ELECTRIC	252-6102	5,850.00	
5009054581	04/16/2024	JENSEN DESIGN & SURVEY	252-6135	6,552.50	
5009054748	04/29/2024	JENSEN DESIGN & SURVEY	252-6135	6,215.00	
5009054634	04/18/2024	P + K Architecture Inc	252-6219	19,887.47	
Total Number of Checks			6	51,799.97	
5009054533	04/11/2024	IncStores, LLC	490-4400	14,674.46	
5009054719	04/25/2024	DTA	490-5800	222.75	
Total Number of Checks			2	14,897.21	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	262	1,288,372.42
130	Cafeteria Fund	46	135,119.69
212	Building Fund Measure L	14	783,139.86
213	Building Fund Measure H	8	460,796.92
251	CAPITAL FACILITIES - RESIDENTI	4	44,351.13
252	CAPITAL FACILITIES COMMERCIAL	6	51,799.97
490	Capital Projects Fund for Blen	2	14,897.21
Total Number of Checks		331	2,778,477.20
Less Unpaid Tax Liability			14.51-
Net (Check Amount)			2,778,462.69

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.

9.5



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Approval of the May Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval of the May Personnel Report

Public Content

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent

Rationale:

Staff recommends approval of the May Personnel Report.

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.

9.6



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Approval of Contract from The Law Offices of Fagen Friedman & Fulfroost LLP for legal representation of special cases.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	7,500.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the Contract from The Law Offices of Fagen Friedman & Fulfroost LLP.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale: Contract is for consulting services and legal representation for instances where legal advise is needed.

[Contract ID 1526 - Rio School District \(1\).pdf \(218 KB\)](#)

Administrative Content

Executive Content

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



AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Rio School District (“Client”) and the law firm of Fagen Friedman & Fulfroft LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2024:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client’s matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client’s matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. **COSTS AND OTHER CHARGES.** (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

10. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Rio School District

Fagen Friedman & Fulfrost LLP

Type or Print Name

Namita S. Brown

Name

Type or Print Title

Managing Partner

Title

District Authorized Signature



Signature

DATE: _____

DATE: April 30, 2024



PROFESSIONAL RATE SCHEDULE

Rio School District

July 1, 2024

1. **HOURLY PROFESSIONAL RATES**

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$280 - \$310 per hour
Partner	\$345 - \$380 per hour
Senior Partner*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
Communications Services Consultant	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

**Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. **ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. **COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

9.7



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Approval of Contract for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2024/2025 fiscal year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	40,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approving the estimated fees for the 2024/2025 contract with Myers, Widders, Gibson, Jones and Feingold, L.L.P. for legal issues related to various construction, surplus property, and developer related projects.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Myers, Widders, Gibson, Jones is assisting the district with contracts and other legal issues related to various construction, surplus property, and developer related projects, as needed.

Based on the prior year's experience, the district requests authorization of \$40,000.00 for 2024/2025 fiscal year.

[rio usd 2024-2025.pdf \(286 KB\)](#)

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.

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (this "Agreement") is made by and between ***MYERS, WIDDERS, GIBSON, JONES & FEINGOLD, L.L.P.*** ("Attorney") and the ***RIO SCHOOL DISTRICT*** ("Client").

1. *Legal Services to Be Provided.* Attorney shall represent Client in connection with certain general counsel, business services and similar matters (the "Matter"). Attorney's engagement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services.

2. *Responsibilities of Attorney and Client.* Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone number and whereabouts; and timely make any payments required by this Agreement.

3. *Attorney's Fees.* Client will pay to Attorney Two Hundred Seventy-Five Dollars (\$275.00) per hour for attorneys performing work on Client's behalf. Services provided by Attorney's legal assistants will be charged at the rate of One Hundred Fifty Dollars (\$150.00) per hour. All rates are subject to periodic review and change of which Client will receive notice. Attorney will charge in increments of one-tenth (1/10) of an hour, rounded off for each particular activity to the nearest one-tenth (1/10) of an hour. The minimum time charged for any particular activity will be one-tenth (1/10) of an hour.

Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: conferences, including preparation and attendance; preparation and review of contracts, legal memoranda, correspondence (including emails), resolutions and other board agenda items, and other documents; legal research and preparation of related memoranda; and telephone conversations, including calls with Client, consultants, other attorneys, and other parties involved in or related to the Matter. The legal personnel assigned to the Matter will confer among themselves about the Matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of Attorney's legal personnel attends a meeting or other proceeding, each will charge for the time spent (provided, however, that travel time to and from board meetings shall not be charged).

Client acknowledges that Attorney has made no promises about the total amount of attorney's fees to be incurred by Client under this Agreement.

4. *Costs.* Client will pay all "costs" in connection with Attorney's representation of Client under this Agreement. Costs include, but are not limited to, long-distance telephone

charges, messenger service fees, photocopying expenses by outside copying services, and postage. Attorney sometimes will make payment for, and then bill Client for reimbursement of, smaller items such as photocopying services, recording fees, and messenger services fees. When substantial expenditures involving outside vendors are to be incurred, or when substantial out-of-pocket expenditures (such as large outside copying jobs or significant publication fees) occur, Attorney may require that Client pay those sums to Attorney before Attorney expends them, that Client provide an advance deposit for such expenditures, or that Client directly contract with and pay the outside vendor.

5. *Statements and Payments.* Attorney will send Client monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from the deposit, if any, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless a statement is requested by Client. Hourly fees and costs will be billed to Client on a monthly basis and shall be paid within thirty (30) calendar days. If not so paid, a one and one-half percent (1½ %) late charge shall be assessed until the delinquent sums are paid. All check payments should be made payable to "Myers, Widders, Gibson, Jones & Feingold, L.L.P." Client may elect to pay *via* credit card through Attorney's online payment portal system. Attorney specifically reserves the right to withdraw from representation of Client and to cease immediately performing all services if Attorney does not receive full payment of any amounts owed to it within thirty (30) calendar days of any statement.

6. *Dispute Resolution.* In the unfortunate event Client makes a claim against Attorney based upon alleged errors or omissions in rendering or failing to render professional services, the parties will first attempt to resolve said claim in good faith by mediation through a single mediator to be mutually agreed upon. Each party shall pay one-half (½) of the mediator's fees. If said claim is not resolved through mediation, it shall be submitted to binding arbitration pursuant to California Code of Civil Procedure Sections 1280, *et seq.*, before a single arbitrator to be mutually agreed upon. Each party shall initially be responsible for paying one-half (½) of the arbitration fees. The losing party in any arbitration proceeding shall pay the prevailing party's costs and attorney's fees, except that any party who has refused a demand for mediation shall not be entitled to recover any costs or attorney's fees, even if said party prevails at arbitration. In arbitration, the parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. This paragraph shall not limit Client's right to file an application with the Ventura County Bar Association for mandatory arbitration of any fee dispute.

7. *Professional Liability Insurance.* Attorney agrees that at all times it is providing services to Client pursuant to this Agreement it shall maintain professional liability insurance for protection against claims arising out of the negligent acts, errors or omissions of Attorney's operations under this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00). Attorney shall provide a certificate of insurance coverage required herein upon the request of Client.

8. Indemnification.

a) Attorney shall indemnify, defend, and hold harmless Client, its boards, officers, employees, and agents from any and all claims, demands, losses, damages, and expenses, including legal fees and costs, arising out of or related to Attorney's performance of its services pursuant to this Agreement, save and except for any such claim, liability or expense arising out of the sole negligence or concurrent active negligence of Client and/or Client's boards, officers, employees or agents.

b) Client shall indemnify, defend, and hold harmless Attorney, its employees, and its agents from any and all claims, demands, losses, damages, and expenses, including legal fees and costs arising out of or related to Client's performance of its obligations pursuant to this Agreement, save and except for any such claim, liability or expense arising out of the sole negligence or concurrent active negligence of Attorney and/or Attorney's employees or agents.

9. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If Client has any questions at all about the provisions of this Agreement, Attorney invites Client's inquiries. Attorney encourages its clients to inquire about any matter relating to Attorney's engagement agreements or monthly statements that may be in any way unclear or appear unsatisfactory. If Client does not meet Client's obligation of timely payments or deposits under this Agreement, Attorney reserves the right to withdraw from Client's representation on that basis alone, subject, of course, to any required judicial, administrative, or other approvals. This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be such a termination, however, Client would remain liable for all unpaid charges for services provided and expenditures advanced or incurred.

10. Duties upon Termination of Active Representation. Upon termination of Attorney's active involvement in a particular matter for which Attorney had previously been engaged, Attorney will have no further duty to inform Client of future developments or changes in law which may be relevant to such matter in which Attorney's representation has terminated. Further, unless Client and Attorney agree in writing to the contrary, Attorney will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which Attorney had been engaged.

11. Consent to Electronic Communications. In order to maximize efficiency in the Matter, Attorney intends to use state of the art communications devices to the fullest extent possible (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current technology may place Client's confidences and privileges at risk. However, Attorney believes the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this Agreement, Client acknowledges Client's consent to the use of these devices.

12. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which Attorney is handling on Client's behalf. Attorney's comments about the outcome of the Matter are expressions of opinion only. If Attorney should provide Client with an estimate of the fees and costs which may be incurred in connection with Attorney's representation of Client, it is important that Client understands, and Client hereby acknowledges, that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

13. Future Matters. Unless Client and Attorney otherwise agree in writing, all other matters referred to Attorney for representation shall be governed by the terms of this Agreement. However, Attorney's obligation to represent Client in such matters shall consist of an obligation to furnish appropriate representation with reasonable diligence as applicable to the particular matter in question.

14. Client. Attorney's client, or clients, for the purpose of representation is, or are, only the person(s) and/or entities identified in the preamble hereto. Unless expressly agreed, Attorney is not undertaking the representation of any related or affiliated person or entity, nor any parent, sibling, officer, director, agent, or employee.

15. Authorization to Sign. The person or persons signing this Agreement on behalf of the represent that they have authority to so act.

16. Term. The term of this Agreement shall be for the period July 1, 2024 through June 30, 2025.

17. Termination. At any time, either party may terminate this Agreement with or without cause and in its sole discretion by giving the other party thirty (30) calendar days' prior written notice of such termination. In the event of such termination, Attorney shall cease services as of the date of termination; provided, however, that Client shall compensate Attorney for services performed up to the date of termination.

18. Miscellaneous Provisions. This Agreement shall be binding upon and shall inure to the benefit of Attorney, Client and their respective partners, heirs, successors, representatives, and assigns. This Agreement is made and entered into in the State of California and shall be interpreted, applied, and enforced under and pursuant to the laws of the State of California. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, this Agreement shall be construed as if both parties prepared it. This Agreement may be executed in counterparts and, as executed, shall constitute one agreement which shall be binding on the parties. No distinction shall be made between an originally-typed document and faxed or electronically-transmitted documents, provided that the faxes or electronic copies contain a copy of the original signatures. This is the entire agreement between the parties with respect to the subject matter hereof and it supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

An important part of the professional relationship between client and attorney is mutual trust and understanding, especially regarding the nature of the services to be rendered and the fees to be charged. If Client ever has a question about fees or services, Client should discuss it with Attorney.

The foregoing is agreed to by:

Dated: _____

RIO SCHOOL DISTRICT

By: _____

Dr. John D. Puglisi, Superintendent

“Client”

Dated: May 3, 2024

MYERS, WIDDERS, GIBSON,
JONES & FEINGOLD, L.L.P.

By: Jacquelyn D. Ruffin

Jacquelyn D. Ruffin, Partner

“Attorney”

9.8



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Approval of Resolution No. 23/24-15 to Improve Compensation for Unrepresented Staff After July 1, 2024
Access	Public
Type	Action
Budget Source	N/A
Recommended Action	It is recommended that the Board Approve Resolution No. 23/24-15 for Authority to Improve Compensation for Unrepresented Staff after July 1, 2024.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code Section 45032/45162 provides that salaries can be set at any time during the year. This does not permit retroactivity. California Constitution (Article XI, Section 10a) prohibits officers or unrepresented employees from receiving additional compensation for services already rendered.

If the governing board declares in advance of the new fiscal year that compensation for management, confidential and/or other unrepresented employees is indefinite, whether subject to future review, negotiation, financial condition or other factors, such action will suffice to permit retroactive compensation payment back to the beginning of the new year. When retroactive payment is made, it will constitute payment of compensation which has been finally set by the governing board. Compensation in such circumstances can be acted upon by the governing board during the next year, to be effective retroactively to the start of the new year.

[Resolution to Improve Compensation of Certain Employees in 23-24.pdf.docx \(14 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

**AUTHORITY FOR THE BOARD OF EDUCATION TO IMPROVE COMPENSATION
FOR CERTAIN CATEGORIES OF EMPLOYEES AFTER JULY 1, 2024**

RESOLUTION NO. 23/24-15

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and

WHEREAS, the Board of education believes that compensation consideration should be given to employees in confidential, supervisory, or management position,

THEREFORE, BE IT RESOLVED that the Board of Education of the Rio School District reserves the right to consider and to improve compensation of confidential, supervisory or management employees in Fiscal Year 2023/2024 and to make any such compensation improvements effective July 1, 2024, or at any date thereafter during Fiscal Year 2023-24.

This is to certify that the above Resolution was adopted by the Board of Education at a regular meeting of the Board held on May 15, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

9.9



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of contract with VCOE for Courier Service, 2024-25.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	8,588.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the VCOE Contract for Courier Service for 2024-25.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale: This Contract is for the mail courier service by VCOE to Rio School District, normally 3 times weekly.

[VCOE COURIER SERVICE 2024-25 Estimated COS.pdf \(48 KB\)](#)

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.

DISTRIBUTION
VCOE COURIER SERVICE 2024-25 Estimated COST PER DISTRICT

01-May-24

DISTRICT	Annual Deliveries	Annual Cost
Conejo	156	8,588
Mates Charter School	52	2,863
Bridges Charter School	52	2,863
River Oaks Academy	52	2,863
Fillmore	156	8,588
Hueneme	156	8,588
Moorpark	156	8,588
Oak Park	156	8,588
Ocean View	156	8,588
Ojai	156	8,588
Oxnard	245	13,487
Oxnard High	156	8,588
CAPE Charter School	52	2,863
ACE Charter School	52	2,863
Pleasant Valley	52	2,863
Rio	156	8,588
Santa Paula Unified	245	13,487
Simi	156	8,588
VCSSFA	156	8,588
Briggs	52	2,863
Mesa	52	2,863
Mupu	52	2,863
Santa Clara	52	2,863
Somis	52	2,863
Valley Oak Charter	52	2,863
Vista Real Charter High School	52	2,863
Ventura Unified	245	13,487
Ventura Charter School	52	2,863
Total Ann.Deliveries / Mo. Chg.	3,179	175,011
NET DISTRICT COST	175,000	
Cost Per Delivery	\$ 55.05	



Annual Comparison	2024-25
Annual 3 time per week delivery	\$ 8,588
Monthly 3 time per week delivery	\$ 716
Annual 1 time per week delivery	\$ 2,863
Monthly 1 time per week delivery	\$ 239
Annual 5 times per week delivery	\$ 13,487
Monthly 5 times per week delivery	\$ 1,124

9.10



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of proposal by David Taussig & Associates, Inc. for Special Tax Administration Services for 2024-2025.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	16,500.00
Budgeted	Yes
Budget Source	Administrative Proceeds from the CFD.
Recommended Action	It is recommended that the Board approve the proposal from David Taussig & Associates, Inc.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District is the Fiscal Agent for River Park CFD No. 1. The Fiscal Agent's duties include land use research, financial analysis, submittal of special taxes to Ventura County, answering community questions, taking pre payments, and monitoring delinquencies and other statutory requirements.

This is a renewal of an existing contract with David Taussig & Associates. The proposal is NTE \$16,500.

[20240503_SPECIAL TAX ADMINISTRATIVE CONSULTING SERVICES.pdf \(4,079 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has

been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

PROPOSAL

SPECIAL TAX ADMINISTRATIVE CONSULTING SERVICES

May 1, 2024

dta



RIO SCHOOL DISTRICT

SUBMITTED BY:

Kelly Wright
Chief Executive Officer

18201 Von Karman Avenue, Suite 220
Irvine, CA 92612
800-969-4DTA
Kelly@FinanceDTA.com



18201 Von Karman Avenue, Suite 220
Irvine, CA 92612

RIO SCHOOL DISTRICT



SPECIAL TAX ADMINISTRATIVE CONSULTING SERVICES

MAY 1, 2024

Prepared for:

Rio School District

1800 Solar Drive

Oxnard, CA 93030

Attention: Mary Orleans, Administrative Secretary to the Assistant Superintendent of Business Services

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I PROFESSIONAL QUALIFICATIONS

DTA is a public finance and urban economics consulting firm specializing in infrastructure and public services finance. Our firm, which provides public finance consulting services to both public and private sector clients, has offices in Irvine, San Francisco, San Jose, and Riverside, California, as well as Dallas and Houston, Texas, Raleigh, North Carolina, and Tampa, Florida. Since its formation in 1985, DTA has assisted over 3,000 public and private sector clients in meeting their infrastructure and public services goals. DTA has been licensed and registered with the SEC and MSRB as a Municipal Advisor (No. 867-01160) and follows all the fiduciary requirements associated with this designation. Additional information on DTA is available on our website (www.FinanceDTA.com).

DTA is particularly known for its specialized expertise in the design and annual administration of ADs and CFDs, levies of a variety of rates and charges, and issuance of municipal bond issues. In addition, the firm's public finance group provides fiscal and economic impact and Development Impact Fee ("DIF") consulting services. We are also experienced in grant writing for Federal and state funding and tax credit programs. All these capabilities are frequently combined with our infrastructure finance consulting services to develop public infrastructure and services financing strategies and plans.

DTA currently has a staff of approximately 50 employees, all of whom are directly involved solely in public finance. Staff members come from backgrounds in a number of fields, including land development, public administration, civil engineering, investment banking, economic consulting, redevelopment, law, and land use planning. This diversity of experience and expertise allows DTA to meet a wide variety of challenges related to both the actual work product and client management. Each of DTA's staff members has considerable experience in computer-based financial analyses and modeling, which is a key component of the firm's consulting services. This fact ensures that the review and development of any computer model(s) will be in experienced hands.

Since its establishment in 1985, DTA has completed consulting assignments for more than 3,000 clients in 22 states. During this period, the firm has been involved in the formation of more than 2,000 public finance districts, with total authorized bonded indebtedness in excess of \$75 billion. Our financing programs have utilized a variety of public financing mechanisms, such as ADs, CFDs, Certificates of Participation, Tax Allocation Bonds, Sewer and Water Revenue Bonds, Marks-Roos Bond Pools, LLDs, Integrated Financing Districts, and various types of fee programs. DTA has served as the Special Tax Consultant and/or Assessment Engineer for numerous cities, counties, water districts, and school districts. For your reference, DTA levied special taxes, assessments, and other charges on more than 3 million Assessor parcels in over 800 districts in fiscal year 2023-24. In addition, we prepared and/or disseminated over 300 Continuing Disclosure Reports in the last 12 months.

DTA's consulting services include:

- **Annual administration of special districts;**
- **Special tax and assessment engineering;**
- **Public infrastructure and public services financing strategies;**
- **Property Assessed Clean Energy ("PACE") financing;**
- **Fiscal and economic impact analyses;**
- **Proposition ("Prop") 218 and Assembly Bill ("AB") 1600 compliance studies;**
- **Federal and state grant and loan applications;**
- **Economic development and revitalization studies; and**
- **Public improvement construction management services.**

On a national basis, DTA has planned and implemented Public Facilities Financing Plans ("PFFPs") that have ranged from the quantitative analysis of a single financing mechanism for an individual facility to the preparation of a comprehensive public financing plan covering multiple facilities and public services through a series of financing mechanisms. Our financial analyses provide public officials, landowners, and other interested parties with the level of information necessary to make fully informed decisions regarding land use, infrastructure, and public services financing issues. Furthermore, DTA staff has extensive experience working with various stakeholder groups, including public agencies, local residents and businesses, property owner associations, land developers, public finance professionals, local Chambers of Commerce, and other interested parties.

DTA's special tax and assessment formulas, some of which have been in use since 1985, are based on a variety of methodologies that have withstood the test of time and legal scrutiny. Our firm's objective has been to take a balanced approach and utilize innovative and state-of-the-art techniques that enable all parties to receive the maximum benefit from public financing. DTA is aware of and has contributed to the most innovative and creative concepts in land-secured public financing. Our knowledge and experience have enabled us to maximize the capacity of land-secured financing programs while minimizing burdens on homebuyers and other property owners.

DTA has provided public finance consulting services to virtually every major city and urban county in the State of California. Our city clients are too numerous to list individually but include the Cities of Anaheim, Fresno, Long Beach, Los Angeles, Oceanside, Sacramento, San Diego, San Francisco, and San Jose. Our county clients have included the Counties of Alameda, Butte, Contra Costa, Fresno, Imperial, Los Angeles, Madera, Marin, Orange, Placer, Riverside, Sacramento, San Bernardino, San Diego, San Francisco, Santa Barbara, Shasta, Sutter, Stanislaus, and Yuba. DTA has also provided public finance consulting services to over 325 school districts, water districts, and fire protection districts throughout California.

II KEY PERSONNEL QUALIFICATIONS

Kelly Wright

Chief Executive Officer | Kelly@FinanceDTA.com

Project Role – Principal-in-Charge/Project Manager



Ms. Wright has a background in financial analyses and CFD/AD formation and administration. Since joining DTA in 2003, Ms. Wright has been involved in all aspects of the formation and implementation of CFDs and ADs throughout California. Her work has involved the preparation of tax spread proforma analyses and overlapping debt analyses for the formation and sale of bonds for over 50 special districts established throughout the State. Additionally, Ms. Wright has worked closely with senior staff at DTA on its work as the Assessment Engineer and Administrator for the California Statewide Community

Infrastructure Program ("SCIP") and has also contributed to DTA's efforts in implementing CFD financing within the State of Washington.

Ms. Wright is actively involved in the administration of numerous special districts in California and familiar with the preparation of annual budgets, the annual levying of special taxes, the preparation of Continuing Disclosure Reports and California Debt and Investment Advisory Commission ("CDIAC") Yearly Fiscal Status Reports, delinquent special tax monitoring and follow-up, and parcel change, subdivision, and development research.

Ms. Wright also has experience in the preparation of Fiscal Impact Reports ("FIRs") and AB 1600 Nexus Studies, as well as the administration of Enhanced Infrastructure Financing Districts ("EIFDs") and the New Markets Tax Credit ("NMTC") program.

More recently, Ms. Wright is actively leading the firm's efforts across the State of Florida and is working closely with senior staff on the expansion and administration of Property Assessed Clean Energy ("PACE") programs within several states. She has been instrumental in the formation and administration of several of the largest PACE programs in Florida and manages numerous expanding PACE programs on a day-to-day basis in multiple states. Her experience includes the formation, implementation, and administration of these programs. Additionally, she has spearheaded the seamless onboarding of new and existing PACE programs with several thousand parcels onto the DTA PACE platform, including the reconciliation of all prior years' tax administration data and previous partial/full prepayments. Notably, DTA has been selected by the Florida PACE Funding Agency ("FPFA") to be their Assessment Engineer and Ms. Wright leads the effort in onboarding FPFA's existing PACE assessments, as well as the ongoing management of the program.

In her role as the firm's Chief Operating Officer ("COO"), Ms. Wright is responsible for the daily operation and efficiency of the firm and, as such, spearheads the development, communication, marketing, and implementation of effective growth strategies and processes, while also collaborating with other members of the senior management team to ensure the day-to-day operations mirror the adopted mission and core values of the organization.

On a more general note, Ms. Wright has become an influential voice in the world of public finance through an intimate understanding of her subject matter that is unrivaled in the industry. Her hands-on approach to solving problems has led to a variety of innovative and successful solutions

for her clients. This success has not gone unnoticed in our public finance circle. For years, industry professionals have sought her guidance and insights on a wide variety of issues that they faced. She is regularly asked to participate in speaking engagements and conferences to share her experiences and knowledge. Ms. Wright has not only achieved great success in her own role, but she has now paved the way for other females in her industry in an environment historically dominated by male leaders.

Ms. Wright received her B.S. in health science from California State University, Fullerton and is an active member of the ULI, the BIA of Southern California, the California Special Districts Association, the Florida Special Districts Association, the Florida City and County Management Association, PACENation, and Women in Public Finance.

Kuda Wekwete

Managing Director | Kuda@FinanceDTA.com

Project Role – Co-Project Manager

Mr. Wekwete has a background in mathematical modeling and statistical analyses. Since joining DTA in 2005, Mr. Wekwete has been involved in all aspects of the formation and implementation of special districts to fund infrastructure and services, as well as the sale of over \$300 million in CFD bonds. His work has involved the preparation of tax spreads and overlapping debt analyses for the formation and/or sale of bonds for over 175 special districts established throughout California. In this role, Mr. Wekwete has prepared RMAs, CFD and Engineer's Reports, and documents required for the formation of CFDs, sale of property, and annual levying of special taxes. He has also been responsible for preparing PFFPs involving CFDs and other public finance mechanisms.



Mr. Wekwete has also been actively involved in the preparation of dozens of impact fee studies, especially in the area of transportation infrastructure costing, and apportionment of these costs over various land use types based on benefit criteria. His engineering background has enabled him to assist DTA's Vice President of Engineering Services in applying a variety of apportionment methodologies to the development of fee studies and establishment of Benefit ADs for public sector clients.

Mr. Wekwete also has experience in the preparation of Fiscal Impact Reports ("FIRs"), tax increment analyses, and PFFPs and has performed due diligence services and prepared disclosure documentation for land purchasers, public agencies, and lenders.

Mr. Wekwete received his B.S. and M.S. in operations research and industrial engineering from Cornell University and Columbia University, respectively. He also holds a Series 50 license as a registered Municipal Advisor with the SEC/MSRB under rules promulgated following the Dodd-Frank Act in 2010.

III SCOPE OF WORK

DTA shall provide financial consulting services to assist the Rio School District (the "School District") in the administration of Community Facilities Districts No. 1 (the "CFD"). The focus of these services shall be to determine the special tax rates and to facilitate the collection of the special taxes in each fiscal year by the County of Ventura ("County"). The specific activities and tasks to be performed under this Scope of Work include the following:

Task 1 – Land Use Research

This task involves determining, gathering and organizing the land use data required to apportion and collect special taxes, and includes the following subtasks:

- 1.1 **Subdivision Research:** Identify and obtain copies of all final tract or parcel maps for the CFD for each Fiscal Year. Determine lot square footage for each parcel.
- 1.2 **Development Research:** Determine building permit activity as of January 1 of each year. Identify building permit issuance date, building square footage, and situs address for each new home. Review current Assessor Parcel Maps to determine which parcel numbers will be valid for each fiscal year.
- 1.3 **Database Management:** Create automated parcel database to include all parcels. Data items will include Assessor Parcel Number and corresponding tract, lot and unit number, land square footage, building square footage, building permit issuance date, and situs address.

Task 2. – Classification of Property

This task involves application of the Rate and Method of Apportionment of the Special Tax for the CFD to determine the appropriate special tax classification for each parcel located within the CFD for each Fiscal Year, and includes the following subtasks:

- 2.1 **Exempt Property:** Identify all property owned by public agencies or entities otherwise exempt from the special tax and classify as exempt property.
- 2.2 **Taxable Property:** Identify all taxable properties and classify each as "Developed Property" or "Undeveloped Property." Assign each "Developed Property" to the appropriate special tax class.

Task 3 – Financial Analysis

This task involves calculating the Special Tax Requirement for each fiscal year and allocating it to property in the CFD for each Fiscal Year, and includes the following subtasks:

- 3.1 **Determine Special Tax Requirement:** Assist the School District with the preparation of an administrative expense budget. Confirm interest and principal payments. Determine any other charges or credits to tax levy.
- 3.2 **Special Tax Rates:** Based on tax classifications and special tax requirement, compute special tax rates for all classifications of taxable property.

Task 4 – Report Preparation

This task includes the preparation of an Annual Special Tax Report for the CFD containing the findings of the financial analysis and an explanation of the methodology employed to apportion the special taxes for CFD for each Fiscal Year. Included in the report is a list of special taxes by Assessor's Parcel which can be used as the exhibit to the resolution authorizing the levy and collection of special taxes for each fiscal year (if necessary).

Task 5 – Submittal of Special Taxes to the County

This task involves submitting the special tax levy on or before August 10, of each year, or such other date specified by the County to the Auditor-Controller for inclusion on the consolidated property tax bills for each Fiscal Year. The special tax levy will be submitted on magnetic tape or other media as specified by the County.

Task 6 – Roll Changes and Adjusted Property Tax Bills

This task involves monitoring any changes to the secured tax roll which necessitate new or adjusted property tax bills. This task includes the calculation of new or adjusted bills and the preparation of requests to the County to prepare such bills.

Task 7 – Responses to Property Owner Questions

This task involves the provision of information to individuals and other interested parties regarding the amount and calculation of the special tax.

Task 8 – Meetings

DTA will attend the Board meeting at which the resolution authorizing the levy and collection of special taxes for the CFD is scheduled for adoption.

Task 9 – CFD Disclosure

This task involves assisting the School District with meeting the annual disclosure requirements of SB 1464, the 1992 Mello-Roos Amendment Bill, and includes the following subtasks:

- 9.1 Submit required data to the California Debt and Investment Advisory Commission each October in compliance with Section 53359.5 of the Government Code as stated in SB 1464.
- 9.2 Provide special tax disclosure documents to the School District for resale properties pursuant to Section 1102.6b of the Civil Code and Section 53340.2 of the Government Code as stated in SB 1464.
- 9.3 Assist the School District in the preparation of material required by the Continuing Disclosure Agreement, if applicable.

Task 10 – Delinquent Property Owner Research

This task involves the review and research of County records to determine which parcels are delinquent in the payment of property and special taxes, and includes the following subtasks:

- 10.1 Review special tax payment information from the County. Determine which parcels are delinquent and the corresponding amount of delinquent special taxes. Prepare report

summarizing the amount of delinquent special taxes.

- 10.2 Assist the School District with the development of procedures to cure delinquent special taxes. Prepare and mail demand letters once a year to owners of delinquent parcels.

Task 11 – Prepayment Calculation

This task involves the preparation of a special tax prepayment calculation for all interested parties; note the party requesting the calculation shall pay the cost of this service. This task involves the following subtasks:

- 11.1 Assist with bond call calculations and coordinate the call with the Paying Agent/Trustee.
- 11.2 Prepare Notice of Cancellation of Special Tax Lien for parcels that have prepaid the special tax.

IV FEE PROPOSAL

The proposed budget for completion of Tasks 1-10 is time and materials not to exceed an annual amount of \$16,500 through the end of FY 2026-2027, including expenses. DTA shall charge the following hourly rates:

Table 1: DTA's Fee Schedule

Labor Category	Labor Rate
President/Managing Director	\$300/Hour
Senior Vice President	\$275/Hour
Vice President	\$250/Hour
Senior Manager	\$210/Hour
Manager	\$200/Hour
Senior Associate	\$190/Hour
Associate III	\$175/Hour
Associate II	\$165/Hour
Associate I	\$150/Hour
Research Associate II	\$140/Hour
Research Associate I	\$125/Hour

Out-of-pocket and administrative expenses are included in the proposed maximum budget and shall be equal to 3% of DTA's billings for labor, plus travel expenses and any outside vendor payments, not to exceed \$1,500 per year. All hourly rates for services apply through June 30, 2025, and are subject to a cost-of-living increase. On or about the first two weeks of each month during which consulting services are rendered hereunder, DTA shall present to the School District an invoice covering the current consulting services performed and reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by the School District within 30 days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.

A Disclaimer

While DTA has a fiduciary responsibility as a licensed Municipal Advisor, DTA is not, unless otherwise stipulated, acting as the Client's Municipal Advisor. The services discussed herein do not constitute any financial advice or fall under the category of municipal advisory services as defined by the SEC.



www.FinanceDTA.com

SECTION IV FEE PROPOSAL

B Limitations

The budget covers only those tasks outlined in the Scope of Work. If the maximum amount has been exceeded as a result of additional work not covered in the Scope of Services, such additional services in excess of the maximum shall be billed at the hourly rates. Services to be considered additional work will be agreed upon by the School District and DTA prior to performance of such services.

The logo for DTA (Development Tax Authority) features the lowercase letters 'dta' in a bold, sans-serif font. A white diagonal line cuts through the top of the 't'.

www.FinanceDTA.com

A thick white diagonal line runs from the bottom-left towards the top-right of the page, passing behind the text.

18201 VON KARMAN AVENUE, SUITE 220
IRVINE, CA 92612
PHONE: (800) 969-4DTA

Public Finance
Public-Private Partnerships
Development Economics
Clean Energy Bonds

9.11



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of 5th Grade Field Trip to Santa Cruz Island with Island Packers
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	5,000.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP), Site LCFF funds and ASB funds
Recommended Action	Staff recommends board approval of Rio Real's 5th grade field trip to Santa Cruz Island.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Río Real seeks approval for a field trip to Santa Cruz Island with 60 of our 5th-grade students at Río Real School. This excursion to the Channel Islands is an excellent educational experience for our students and an enriching opportunity. The trip will enhance student learning across multiple subjects such as science, ELA and ELD fifth grade standards.

Santa Cruz Island is a host to many learning opportunities that align with our integrated model of learning. For instance, in our current life science unit, we are exploring how organisms depend on one another and form an interconnected system. Students are focusing on food chains, ecosystems with an emphasis on investigating the reasons behind the sudden decline of the Island Fox population on the Channel Islands. Expanding the connection to ELA standards in expository writing and researching skills; focusing on endangered animals. Bridging this to our ELD standards, students will be able to participate in a project based learning challenge of explaining and raising awareness on chosen endangered species. Towards the end of this life science unit, students will be able to identify and explain the cause and effect in the relationships of interconnected ecosystems. In sum, this trip will provide an opportunity for students to become an Island Fox Ambassador to educate their friends, schoolmates, families and/or community about the island fox; helping students to become global citizens.

While on the island, students will have a unique opportunity that most people in the world will never have and that is to see the Island Fox up-close. This gregarious animal is endemic to 6 of the 8 Channel Islands and students can observe them in their natural habitat. Scientists from around the world come here to study the Channel Islands. This trip will provide an opportunity for students to become an Island Fox Ambassador to educate their friends, schoolmates, families and/or community about the island fox; helping students to become global citizens.

ELD

- Interacting in Meaningful Ways
 - A. Collaborative- Interacting with others in written English in various communicative forms.
 - B. Interpretive- Analyzing how writers and speakers use vocabulary and other language resources for specific purposes to explain purpose, topic, and content area.
 - C. Productive- Expressing information and ideas in formal oral presentations on academic topics

- Learning About How Language Works
 - A. Structuring Cohesive Texts
 - B. Expanding and Enriching ideas
 - C. Connecting and Condensing Ideas

This is a one-day trip during the school day as follows:

- Monday, June 3, 2024. 70-combined staff/students (1:7 ratio) with Mrs. Carranza-Chavez and Mrs. Rocha-Ortiz

Expenses breakdown:

\$3290 + transportation to and from the island (60 students and 10 chaperones [1:7 ratio] at \$47 each) + Minimal cost for transportation from Río Real to dock. Total expenses not to exceed: \$5000.

[Island Packers #DAQYGZ quote Rio Real School \(1\).pdf \(234 KB\)](#)

[Island Packers Real's field trip information.pdf \(256 KB\)](#)

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.



Floating Classroom Service Agreement

Booking # **DAQYGZ**

TRIP INFORMATION

Please review Date, Time & Destination. Please notify us if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**

Departure Date: **Monday, June 03, 2024**

Vessel: **Islander**

Departure Time: **9:30 AM**

Check In Time: **8:45 AM**

Depart Island: **4:00 PM**

Return to Dock: **5:15 PM**

Education Destination **Santa Cruz Island - Scorpion Cove**

Comments:

Arriving by bus? Yes No I acknowledge my group needs to arrive **45 mins** prior to departure

Initial: **MB**

RESERVED FOR

Please review and correct any wrong information prior to signing and returning.

of Classes **2**

Primary Contact

Last Name **Rocha**

First Name **Monica**

School **Rio Real Elementary School**

Grade **5th**

Phone **(805) 485-3117 x**

Cell **(805) 366-5276**

Email **mrochaortiz@rioschools.org**

Secondary Contact

Last Name **Hernandez**

First Name **Maria**

Phone

Cell

Email **mhernandez@rioschools.org**

FINANCIAL INFORMATION:

Number of Seats Reserved **70** Cost Per Person (Student/Teacher/Chaperone) **\$47.00** Total **\$3,290.00**

A Deposit of **\$658.00**

Is Due By

05/04/24

Balance Due By

5/20/24

A purchase order from my school/district, ASB or PTA account will be used. I understand that all cancellation/reduction policies still apply. A cancellation fee of 20% of the value of the trip will be invoiced against the P.O. if cancelled within 30 days of the trip. The purchase order must be received by Island Packers within **21 days of receipt of this document**. An invoice with net 30 day terms will be sent following your trip.

Regardless of your method of payment your **FINAL PASSENGER COUNT** is due by: **5/20/2024**

Failure to reduce your passenger count before the date above will result in paying for all unfilled seats regardless of payment method.

P.O. # or Additional Payment Information

No individual checks/payments are permitted.

CANCELLATION POLICY

Cancellations made 30 days or more prior to the trip date will receive a full refund including deposit.

Full payment for all reservations held, is due by the final due date or 2 weeks prior to departure date whichever comes first.

Any cancellations made less than 2 weeks prior to the trip date must be less than 15% of the number of passenger spaces reserved to receive any refund.

No refunds for cancellations or no shows less than 72 hours prior to departure.

You DO NOT have a confirmed trip or reservation until the signed service agreement and required deposit is returned.

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or a credit will be given to use on another trip.

I AGREE TO THE TERMS AND CONDITIONS HEREIN

PLEASE READ THIS DOCUMENT CAREFULLY.

[Signature]

DATE **4/30/2024**

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone **805-642-1393** Fax **805-642-6573**

For reservation information or changes: email: **groupcharters@islandpackers.com**

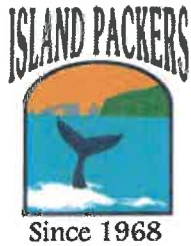
For education program questions: email: **education@islandpackers.com**

Operator **R11**

Date **4/20/2024**

Sent By

S/A Mailed **4/20/24**



1691 Spinnaker Dr., Ste. 105 B, Ventura, CA, 93001

Booking # DAQYGZ

805-642-1393 Fax 805-642-6573 . groupcharters@islandpackers.com

FLOATING CLASSROOM TRIP INFORMATION

Your Trip will Depart From **Ventura Harbor - 1691 Spinnaker Dr. - Ventura - CA 93001**

Departure Date: **Monday, June 03, 2024**

Departure Time **9:30 AM** **Arrive for Check-In at** **8:45 AM**

Island Departure Time is **4:00 PM** **Return to the Harbor at** **5:15 PM** **Time is Approximate**

Floating Classroom Destination **Santa Cruz Island - Scorpion Cove**

MANIFEST

The U.S. Coast Guard requires a passenger manifest with the **name and emergency phone number** for **ALL PERSONS** boarding the boat. You may use the enclosed form or create your own list. Boarding passes will be given based on the number of confirmed names on your manifest. Bring the completed manifest with you on the day of your trip.

EDUCATION

It is our goal to provide a fun and educational experience for your class that provides a curriculum relating to your classroom studies. Our web site, www.islandpackers.com, has educational information available under School Field Trips. You may contact our Education Coordinator at Education@islandpackers.com or at Extension 306 .

ARRIVAL & CHECK IN

Please arrive at least one half hour prior to departure time. Gather your group together outside of the office. **A maximum of six students are allowed in the retail area at a time and must be accompanied by a chaperone.** Check in at the office with your manifest and final details. Approximately 20 minutes before departure, a crew member will meet with your group and give a boat orientation and safety talk. The captain will review this information again onboard the boat.

GENERAL PREPARATION

All students and chaperones should dress for outdoor activities and wear sturdy, closed shoes with good grip soles for safety and comfort. Dress in layers appropriate for the current weather. Participants may also bring cameras, binoculars, note pads and wooden pencils (no plastic pens as they do not degrade if lost). Please leave all electronic games and personal music systems at home.

FOOD AND DRINK

All boats have a snack bar onboard. Participants should bring a bag lunch if trip length necessitates. All trash must be taken off the island by participants. Sunflower Seeds, Gum and Fire Hot Cheetos or Takis are not

WEATHER CANCELATION POLICY

In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your trip. On the morning of your departure, after 5:30 AM, please call 805-642-1393, select option 4 and listen for the status of your trip. Please be weather aware. Island Packers will not call you if the trip is canceled due to weather.

DRIVING DIRECTIONS & ADDITIONAL INFORMATION

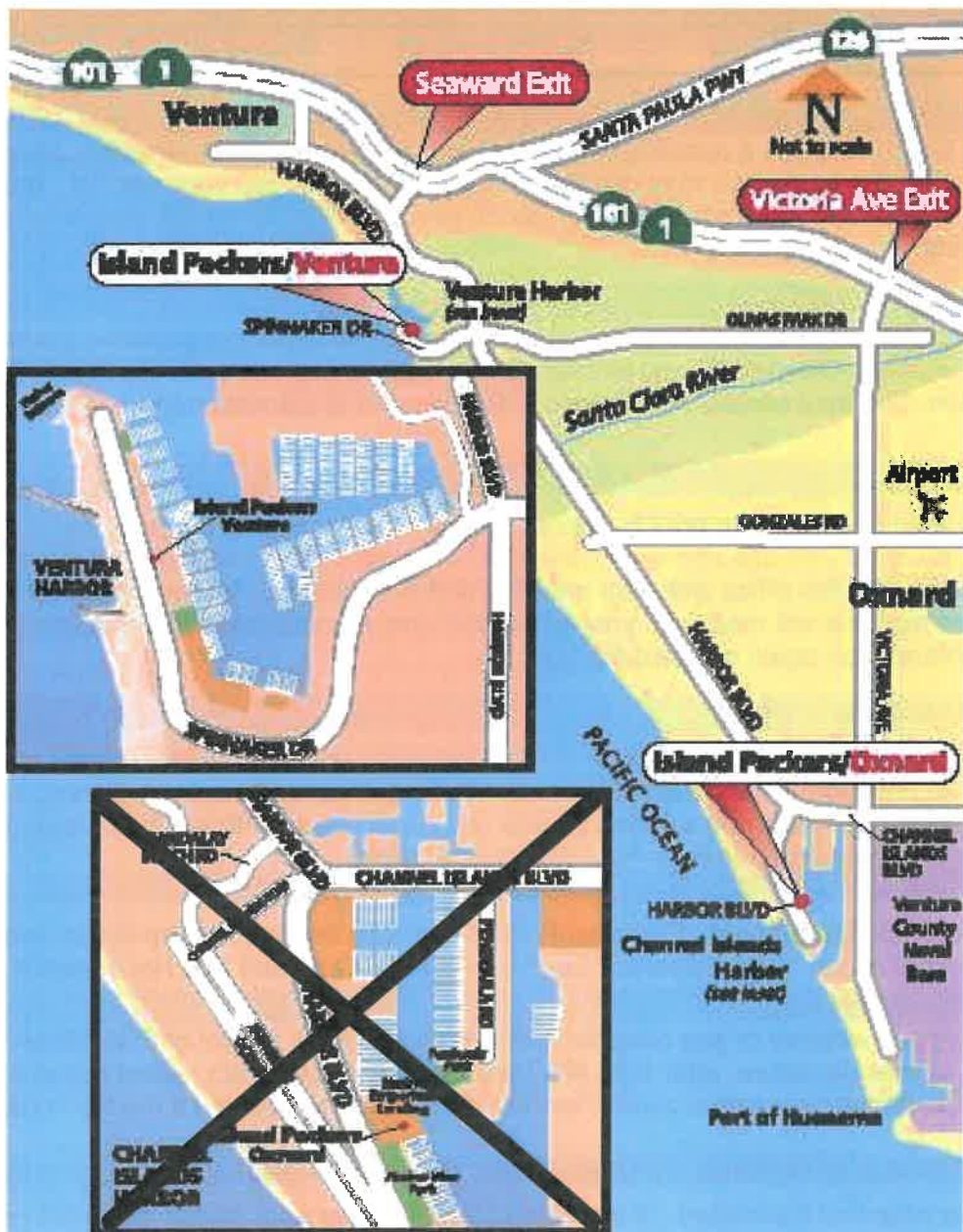
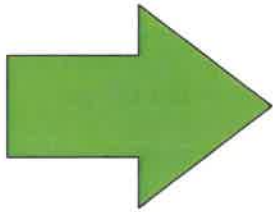
On the reverse or attached if e-mailed , is a map and directions for your harbor of departure. If you have questions regarding this reservation, contact our Reservation Desk or groupcharters@islandpackers.com For information on the educational content of your floating classroom, contact the Education Coordinator at Ext. 306 or at education@islandpackers.com

VENTURA HARBOR DIRECTIONS

Island Packers
1691 Spinnaker Drive, Suite 105 B
Ventura, CA 93001

Southbound 101: Take Seaward Ave. exit. Turn left on Harbor Blvd. Go approximately 1 ¼ miles, turn right onto Spinnaker Dr. We are 1 mile in on Spinnaker Dr. on the right.

Northbound 101: Take Victoria Ave. exit. Turn left onto Victoria Ave., go ½ mile, turn right onto Olivas Park Dr. Olivas Park Dr. takes you to The Ventura Harbor and becomes Spinnaker Dr. We are 1 mile in on Spinnaker Dr. on the right.



9.12



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Approval of HIP HOP Mindset summer school contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	50,960.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of the HIP HOP Mindset summer school contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Hip Hop Mindset will provide dance instruction in various styles including: Hip Hop, Zumba, Line, Stepping and Norteno.

Five - 1 hour sessions will be held from June 24, 2024 through August 2, 2024 from 8:00 am to 2:00 pm at Rio del Sol and Rio Real.

Session capacity will be 20-25 students.

[Hip Hop Mindset Contract Summer 2-24.pdf \(202 KB\)](#)

Administrative Content

Executive Content

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**SCHOOL
DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

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 3rd day of May 2024 by and between Rio School District (hereinafter referred to as "District") and Hip Hop Mindset LLC, (hereinafter referred to as "Provider.")

Hip Hop Mindset LLC
 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

Dance instruction in various styles including Hip Hop, Zumba, Line, Stepping and Norteno.

Description of Services

<u>6/24/24 - 8/2/24</u>	<u>8:00 AM - 2:00 PM</u>	<u>Rio School District School Sites</u>
Date(s) of Service	Hour(s) of Service	Location

FEES

Compensation for Services \$ 50,960.00

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ 50,960.00

- 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 the 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



Provider Signature

5/3/2024
Date

SITE AGREEMENT

Site Administrator Signature

Date

DISTRICT APPROVAL

District Administrator Signature

Date

9.13



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Approval of HR Entertainment Summer School Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	49,600.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of the HR Entertainment summer school contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

HR Entertainment will continue to provide a cultural "Las Raices" (our roots) summer program to our K-8th grade students which will include:
art, music, dance, and Hispanic traditions and history.

Dates will be from July 8 - August 2, 2024, 8:00 am to 2:00 pm

Location will be at Rio Real School

[HR Entertainment summer contract \(2\) \(1\).pdf \(339 KB\)](#)

Administrative Content

Executive Content

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been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Rio Elementary School District
SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20 24 by and between Rio School District District (hereinafter referred to as "District") and HR Entertainment (hereinafter referred to as "Provider.")

HR Entertainment c/o Horalia Rodriguez
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

Las Raices Summer academy for K-8 gn. students
Description of Services

7-8-24 to 8-2-24
Date(s) of Service

8am - 2pm
Hour(s) of Service

Rio Real
Location

FEES

Compensation for Services \$ _____

Other Ancillary Cost, as applicable \$ _____

Total not to Exceed \$ 49,600.00

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

Provider signature _____ Date _____

SITE AGREEMENT

Site Administrator _____ Signature _____ Date _____

DISTRICT APPROVAL

Oscar Hernandez _____ Signature _____ Date _____
District Administrator

9.14



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of CalState TEACH MOU for the Employment of Students Who Have an Intern Credential
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students with CalState TEACH.

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

This agreement is between the Rio School District and the California State University's CalState TEACH Program. This MOU describes the expectations and responsibilities regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing will gain experience in the Rio School District.

[CST X Rio School Distict Intern MOU.pdf \(217 KB\)](#)

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.



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Rio School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning May 1, 2024 and ending April 30, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives



regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed



mentor/liason to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.



7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument

Signed this _____ date of _____.

Dr. Tiffany Morse, Assistant Superintendent School and System Improvement

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH

9.15



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of CalState TEACH MOU for Student Teacher Placement
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students with CalState TEACH.

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

This agreement is between the Rio School District and the California State University's CalState TEACH Program. This MOU describes the expectations and responsibilities regarding the Student Teaching Program through which University students enrolled in a credentialing program will gain experience by working in the Rio School District.

[CST X Rio School District ST MOU.pdf \(208 KB\)](#)

Administrative Content

Executive Content

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California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Rio School District ("District") and the California State University's CalState TEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning May 1, 2024 and ending April 30, 2027 unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any



investigation concerning the reported violation.

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws



and regulations while serving as a Student Teacher.

4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.



The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the



prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

**Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH**

9.16



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Approval of Preliminary Entitlement Services by PK:Architecture for schematic drawings for the Food Service building, the Maintenance Facilities, including support facilities.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	40,000.00
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	It is recommended that the Board approve the Preliminary Entitlement Services for the Food Service and Maintenance Facilities including Support Facilities.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

PK:A is preparing schematic drawings for the Food Service building, the Maintenance Facilities and the supporting facilities based on the RDV Campus Master Plan as required by the City of Oxnard for Planning Entitlement.

[PK_Architecture #1.pdf \(689 KB\)](#)

[PK_Architecture #2.pdf \(693 KB\)](#)

Administrative Content

Executive Content

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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.

AUTHORIZATION FOR SERVICES

Project Name: PRELIMINARY ENTITLEMENT SERVICES
FOR FOOD SERVICE AND MAINTENANCE FACILITIES
INCLUDING SUPPORT FACILITIES

To: Charles Fitchner
RIO SCHOOL DISTRICT
1800 N. Solar Drive
Oxnard, California 93036

Date: December 20, 2023

Project Architect: Brian Poliquin

Description of Services:

PK:A shall prepare schematic drawings for the Food Service building, the Maintenance Facilities and the supporting facilities in Oxnard, California, based on the Rio De Valle Middle School Campus Mater Plan, as required by City of Oxnard for Planning Entitlement.


Please Note: The fees herein do not include full entitlement, construction documents, contract administration, consultants, plan check submittal or any other work not specifically noted herein.

Compensation for the Services:	Fixed Fees
<u>Architect Fees:</u>	<u>\$ 20,000.00</u>
TOTAL	\$ 20,000.00

The fee herein does not include normal reimbursables such as City Fees, project mileage, scanning, plotting, printing and overnight mailing or delivery services. **Please see attached two page General Terms of Agreement, herein included as a part of this Agreement.**

P+K ARCHITECTURE INC.
a California Corporation

Approved by:



Brian R. Poliquin
President

Please sign and return one copy of this Agreement, as we have proceeded with these services.



29619 agoura road
agoura hills : california : 91301

818.584.0057 866.800.1289

pkarchitecture.net



general terms of agreement

The following Terms of Agreement are to be attached to and considered part of the contract or proposal as referenced thereto and are agreed to in whole by the Architect, Client and Consultants. In the event that said contract or proposal requires an AIA Agreement, its terms and conditions as agreed upon between Architect, Client and Consultant would therefore supersede these terms.

The project description and professional services provided shall be limited to the scope as described in the actual contract or proposal to which this document is attached. No other project scope or professional services are implied by this Agreement.

Compensation:

Compensation is for professional architectural services only and does not include direct project reimbursable costs. Consultant engineering fees and services are included only when so stated specifically and requested by client in the contract or proposal. If Consultant contracts or proposals are attached to the actual contract or proposal please review for scope of service and terms of agreement provided by such consultants.

Architectural Hourly Rates:

The following are the rates charged for Architect's principals and employees while performing services on an hourly basis directly related to each work assignment during the course of the normal daily schedule or 40 hours each week. Overtime rates will be adjusted to one and one half times the normal hourly rate for direct client authorized time performed by each employee beyond the normal daily schedule or 40 hours each week. This list is subject to periodic revision but should maintain during the length of given signed contract or proposal. Revisions will be made if the project time is extended due to client delay or rescheduling.

Principal	\$200.00	Senior Project Manager	\$150.00
Director of Interiors	\$200.00	Project Manager	\$135.00
Senior Architect	\$200.00	Draftsman	\$120.00
Senior Designer	\$180.00	Administrative Staff	\$ 75.00
Interior Designer	\$150.00		

Reimbursable Costs:

When considered a direct cost associated with contract or proposal, costs incurred by the Architect or Consultants shall be reimbursed by the Client. Standard industry expenses such as reproduction printing for project distribution or review, photography and graphics, plotting, outside copy service, mailing or delivery, mileage (at prevailing government rates), travel, or any other direct project costs will be billed as a project reimbursable. Unless otherwise agreed to by Architect and Client, the reimbursable expenses will be invoiced to include a 10% administrative processing mark-up. Reimbursable expenses shall not be limited unless stated otherwise in the contract or proposal.

Consultants:

If any consultant fees are included in contract or proposal, Architect hereby acts as Agent solely in regards to the compensation for their services. A 15% administrative mark-up will be invoiced for processing any and all consultant fees that are part of said contract or proposal.

Additional Services:

All additional services outside the specific scope of work in the contract or proposal will be provided at such time it is requested and approved by client and is not included in this agreement.

Payments Due:

All compensation for Professional services, whether Architectural, consultant based or reimbursable shall be invoiced on a semi-monthly basis and shall be due and payable within twenty (20) days after invoice date. The client shall notify the Architect within five (5) business days of any errors or disputes on each invoice. The Architect reserves the right to issue invoices for services and reimbursable costs related to the project after any project closing.

Past due invoices will be subject to late charges at the rate of one and one half percent per month as of the date of delinquency. Architect reserves the right to suspend or terminate this contract or proposal until such time as overdue payments, including late charges, are paid.

Project Delays and Termination:

Should the project be abandoned or delayed by the Client longer than four (4) months at any time during the normal course of the project, this contract shall be considered terminated and compensation for the amount of work completed to that point plus any additional termination fees and reimbursable expenses shall be due and payable by the Client.

This agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination, not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due through to the date of notification of termination. The termination fee shall be 5% of the total contract. Upon termination, all invoices presented by Architect shall become immediately due and payable.

Ownership of Documents:

Drawings, designs, specification and other documents performed under this contract, as instruments of service, are and shall remain the property of the Architect or its Consultants whether the project for which they are made is executed or not. They are not to be used by the client on other projects or extensions to this project except by written agreement by Architect and/ or its consultants including release of liability and appropriate compensation.

Governing Law:

This Agreement shall be governed and Professional services shall be performed in compliance with the laws of the State of California, and applicable governmental regulations, building codes, and ordinances in effect at the date of this Agreement.

Dispute Resolution:

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client, Consultant and Architect agree that any unresolved disputes between themselves arising out of or relating to this Agreement shall be submitted in Los Angeles County, State of California, to non-binding mediation or dispute resolutions as defined in Article 8 of AIA B 101 Agreement, unless the parties mutually agree otherwise in writing. It is assumed that all documents pertaining to this Agreement are signed in Los Angeles County, State of California whether or not project, Client or Consultant are located within Los Angeles County. Should any arbitration or litigation be commenced between the parties to this Agreement, the rights and duties or either in relation thereto, the party prevailing in such litigation shall be entitled to recover all reasonable attorney's fee and other costs incurred (excluded consequential, incidental, or economic damages), including reasonable costs expended on any appeal, and in addition to any other relief to which said party may be entitled.

Consequential Damages:

Architect, Client and Consultants hereby waive all consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warrant. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Risk and Liability Limitation:

The professional architectural and engineering fee stated in the contract or proposal to which this document is attached, does not include any contingency or risk amounts, either implied or direct, and is not subject to negotiation, withholding, or retention. It is the Clients' responsibility to retain risk or contingency amounts.

It is expressly understood and agreed between the parties hereto that neither P + K Architecture Inc. nor its officers, directors, agents, employees, or its consultants, shall have any liability whatsoever to the Client, or to anyone claiming through the Client, or to any other party for whose account the services are performed pursuant to this agreement, whether in contract, indemnity, contribution, tort (including negligence) or otherwise, in an amount exceeding 100% of the gross compensation received by P + K Architecture Inc. under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Insurance:

Architect agrees to carry Professional Liability Insurance of \$1,000,000.00

AUTHORIZATION FOR SERVICES #2

Project Name: CONTINUED PRELIMINARY ENTITLEMENT SERVICES
FOR FOOD SERVICE AND MAINTENANCE FACILITIES
INCLUDING SUPPORT FACILITIES

To: Charles Fitchner
RIO SCHOOL DISTRICT
1800 N. Solar Drive
Oxnard, California 93036

Date: April 1, 2024

Project Architect: Brian Poliquin

Description of Services:

PK:A shall continue with drawings for the Food Service building, the Maintenance Facilities and the supporting facilities in Oxnard, California, based on the Rio De Valle Middle School Campus Mater Plan, as required by City of Oxnard for Planning Entitlement.


Please Note: The fees herein do not include full entitlement, construction documents, contract administration, consultants, plan check submittal or any other work not specifically noted herein.

Compensation for the Services:	Fixed Fees
<u>Architect Fees:</u>	<u>\$ 20,000.00</u>
TOTAL	\$ 20,000.00

The fee herein does not include normal reimbursables such as City Fees, project mileage, scanning, plotting, printing and overnight mailing or delivery services. **Please see attached two page General Terms of Agreement, herein included as a part of this Agreement.**

P+K ARCHITECTURE INC.
a California Corporation

Approved by:



Brian R. Poliquin
President

Please sign and return one copy of this Agreement, as we have proceeded with these services.

29619 agoura road
agoura hills . california . 91301

818.584.0057 866.800.1289

pkarchitecture.net



general terms of agreement

The following Terms of Agreement are to be attached to and considered part of the contract or proposal as referenced thereto and are agreed to in whole by the Architect, Client and Consultants. In the event that said contract or proposal requires an AIA Agreement, its terms and conditions as agreed upon between Architect, Client and Consultant would therefore supersede these terms.

The project description and professional services provided shall be limited to the scope as described in the actual contract or proposal to which this document is attached. No other project scope or professional services are implied by this Agreement.

Compensation:

Compensation is for professional architectural services only and does not include direct project reimbursable costs. Consultant engineering fees and services are included only when so stated specifically and requested by client in the contract or proposal. If Consultant contracts or proposals are attached to the actual contract or proposal please review for scope of service and terms of agreement provided by such consultants.

Architectural Hourly Rates:

The following are the rates charged for Architect's principals and employees while performing services on an hourly basis directly related to each work assignment during the course of the normal daily schedule or 40 hours each week. Overtime rates will be adjusted to one and one half times the normal hourly rate for direct client authorized time performed by each employee beyond the normal daily schedule or 40 hours each week. This list is subject to periodic revision but should maintain during the length of given signed contract or proposal. Revisions will be made if the project time is extended due to client delay or rescheduling.

Principal	\$200.00	Senior Project Manager	\$150.00
Director of Interiors	\$200.00	Project Manager	\$135.00
Senior Architect	\$200.00	Draftsman	\$120.00
Senior Designer	\$180.00	Administrative Staff	\$ 75.00
Interior Designer	\$150.00		

Reimbursable Costs:

When considered a direct cost associated with contract or proposal, costs incurred by the Architect or Consultants shall be reimbursed by the Client. Standard industry expenses such as reproduction printing for project distribution or review, photography and graphics, plotting, outside copy service, mailing or delivery, mileage (at prevailing government rates), travel, or any other direct project costs will be billed as a project reimbursable. Unless otherwise agreed to by Architect and Client, the reimbursable expenses will be invoiced to include a 10% administrative processing mark-up. Reimbursable expenses shall not be limited unless stated otherwise in the contract or proposal.

Consultants:

If any consultant fees are included in contract or proposal, Architect hereby acts as Agent solely in regards to the compensation for their services. A 15% administrative mark-up will be invoiced for processing any and all consultant fees that are part of said contract or proposal.

Additional Services:

All additional services outside the specific scope of work in the contract or proposal will be provided at such time it is requested and approved by client and is not included in this agreement.

Payments Due:

All compensation for Professional services, whether Architectural, consultant based or reimbursable shall be invoiced on a semi-monthly basis and shall be due and payable within twenty (20) days after invoice date. The client shall notify the Architect within five (5) business days of any errors or disputes on each invoice. The Architect reserves the right to issue invoices for services and reimbursable costs related to the project after any project closing.

Past due invoices will be subject to late charges at the rate of one and one half percent per month as of the date of delinquency. Architect reserves the right to suspend or terminate this contract or proposal until such time as overdue payments, including late charges, are paid.

Project Delays and Termination:

Should the project be abandoned or delayed by the Client longer than four (4) months at any time during the normal course of the project, this contract shall be considered terminated and compensation for the amount of work completed to that point plus any additional termination fees and reimbursable expenses shall be due and payable by the Client.

This agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination, not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with reimbursable expenses then due through to the date of notification of termination. The termination fee shall be 5% of the total contract. Upon termination, all invoices presented by Architect shall become immediately due and payable.

Ownership of Documents:

Drawings, designs, specification and other documents performed under this contract, as instruments of service, are and shall remain the property of the Architect or its Consultants whether the project for which they are made is executed or not. They are not to be used by the client on other projects or extensions to this project except by written agreement by Architect and/ or its consultants including release of liability and appropriate compensation.

Governing Law:

This Agreement shall be governed and Professional services shall be performed in compliance with the laws of the State of California, and applicable governmental regulations, building codes, and ordinances in effect at the date of this Agreement.

Dispute Resolution:

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client, Consultant and Architect agree that any unresolved disputes between themselves arising out of or relating to this Agreement shall be submitted in Los Angeles County, State of California, to non-binding mediation or dispute resolutions as defined in Article 8 of AIA B 101 Agreement, unless the parties mutually agree otherwise in writing. It is assumed that all documents pertaining to this Agreement are signed in Los Angeles County, State of California whether or not project, Client or Consultant are located within Los Angeles County. Should any arbitration or litigation be commenced between the parties to this Agreement, the rights and duties or either in relation thereto, the party prevailing in such litigation shall be entitled to recover all reasonable attorney's fee and other costs incurred (excluded consequential, incidental, or economic damages), including reasonable costs expended on any appeal, and in addition to any other relief to which said party may be entitled.

Consequential Damages:

Architect, Client and Consultants hereby waive all consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warrant. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Risk and Liability Limitation:

The professional architectural and engineering fee stated in the contract or proposal to which this document is attached, does not include any contingency or risk amounts, either implied or direct, and is not subject to negotiation, withholding, or retention. It is the Clients' responsibility to retain risk or contingency amounts.

It is expressly understood and agreed between the parties hereto that neither P + K Architecture Inc. nor its officers, directors, agents, employees, or its consultants, shall have any liability whatsoever to the Client, or to anyone claiming through the Client, or to any other party for whose account the services are performed pursuant to this agreement, whether in contract, indemnity, contribution, tort (including negligence) or otherwise, in an amount exceeding 100% of the gross compensation received by P + K Architecture Inc. under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Insurance:

Architect agrees to carry Professional Liability Insurance of \$1,000,000.00

9.17



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of Service Agreement with Hopkins Groundwater Consultants
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	50,360.00
Budgeted	Yes
Budget Source	Developers Fees
Recommended Action	It is recommended that the Board approve the Service Agreement with Hopkins Groundwater Consultants

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The services provided by Hopkins Groundwater Consultants pertains to the Irrigation Well Rehabilitation Project. The Consultants will be assessing the well condition, specify and observe well rehabilitation activities between May and August 2024. The District desires to increase the well's operational capacity to allow irrigation of newly acquired land for agricultural education projects.

[20240506_HOPKINS GROUNDWATER CONSULTANTS.pdf \(915 KB\)](#)

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.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made by and between HOPKINS GROUNDWATER CONSULTANTS, INC. (CONSULTANT), and RIO SCHOOL DISTRICT (CLIENT). This AGREEMENT is subject to the GENERAL CONDITIONS, printed on page 2, along with any other attachments specifically referenced herein.

Date: May 1, 2024 Proposal/Project No.: 24-003-01
Client: Name: Rio School District Contact: Keith Henderson
Address: 1800 Solar Drive, 3rd Floor Phone: 805-616-8552
Oxnard, California 93030-2655
Hopkins Contact: Curtis Hopkins Phone: 805-653-5306
Project Title: Irrigation Well Rehabilitation Project
Description: Assess well condition, specify and observe well rehabilitation activities

Scope of Services: As specified in Exhibit A
 As stated below:

Time of Performance: May to August 2024 or as coordinated with CLIENT

Compensation: The CONSULTANT's fee will be billed monthly based on time and expense in accordance with the Project Fee Schedule attached in Exhibit A. The total fee is estimated at \$ 50,360.
 The CONSULTANT's fee for services provided under this AGREEMENT will be the lump sum of \$ _____, payable monthly in proportion to the work completed.

Special Terms and Conditions: This agreement is void if not executed by both parties within 60 days.
 As specified in Exhibit _____

The TERMS AND CONDITIONS of this AGREEMENT are accepted by:

CONSULTANT:
**HOPKINS GROUNDWATER
CONSULTANTS, INC.**

CLIENT:
RIO SCHOOL DISTRICT

By: Curtis Hopkins

By: Mr. Wael Saleh

Title: President

Title: Assistant Superintendent of
Business Services

Signature: _____

Signature: _____

Date: _____

Date: _____

GENERAL CONDITIONS

Services: Consultant will provide the Professional Services contemplated herein in accordance with the standards of competent professionals providing similar services under similar conditions. Consultant does not warrant or guarantee the Professional Services. Client agrees that, due to subsurface conditions and other conditions beyond the control of Consultant, Consultant shall have no liability for any well drilled, rehabilitated, maintained or otherwise the subject of the Professional Services, that fails to produce water or that fails to produce water of usable quality.

Payment: Client will pay Consultant's invoices thirty (30) days after the invoice date. Client will also pay a late payment charge at the rate of 0.5% per month after that date. At Consultant's option, Consultant may suspend or terminate this Agreement if payments are not made when due. Unless otherwise agreed in writing, Services will be billed on a time-and-materials basis using Consultant's current schedule of fees and costs. Limitations on the amount to be billed are estimates only, and are not an agreement by Consultant that the Services will be completed for the estimated amount.

Site Access: Unless the Scope of Services described in this Agreement states otherwise, Client will obtain all necessary authorizations and permits to allow Consultant to have access to the site for the purpose of providing the Services contemplated herein.

Subsurface Conditions: Client will provide Consultant with all information Client has, or can reasonably obtain, concerning the Project, including subsurface conditions and the location of subsurface or hidden pipes, utilities, or structures. Consultant will attempt to avoid damage to subsurface structures, but is not responsible for any damage to subsurface pipes, utilities, or structures Client has not disclosed to Consultant.

Hazardous Materials: Consultant will not investigate, treat, transport or dispose or arrange for transport, treatment, or disposal of hazardous materials. If hazardous materials are discovered at the project site, Consultant can terminate its obligations under this Agreement.

Limitations on Liability. Consultant's liability, and the liability of its employees and/or subcontractors, to Client for damages arising from Services is limited to an aggregate \$50,000 or its fees received under this Agreement, whichever is less. Neither Client nor Consultant will be liable for consequential damages, including, but not limited to, lost profits, incurred by either party.

Insurance: Consultant will maintain claims made professional liability insurance, general liability, automobile liability, and workers compensation insurance. Client has, or will purchase, property insurance sufficient to protect any property in which it has an insurable interest. Each party waives any claims against the other for damage to property covered, or that should have been covered by property insurance required by this paragraph, including subrogated claims.

Mediation: Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement shall be resolved through arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect on the date of this Agreement. Where applicable, the Expedited Rules of the American Arbitration Association shall apply to the arbitration. Judgment upon any arbitration award may be entered in any court having jurisdiction. Venue for any litigation or arbitration arising out of this Agreement shall be in Ventura County, California. In the event that any party files a claim for breach of this Agreement, the prevailing party in such action or arbitration shall be entitled to its reasonable attorneys' fees and costs, including expert witness fees, from the non-prevailing party.

Termination: Either Client or Consultant may terminate this Agreement for convenience by giving fourteen (14) days written notice. Either party may terminate this Agreement for cause by giving seven (7) days written notice. If this Agreement is terminated by Client, Client shall pay Consultant, in addition to any other compensation due under this Agreement, any amount incurred by Consultant in performing Services, and in orderly terminating Services.

Full and Final Agreement: This Agreement is the full and final agreement between Client and Consultant, supersedes any prior agreements, and may not be modified except by a writing executed by both parties.

EXHIBIT A



May 1, 2024
Project No. 24-003-01

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, California 93030-2655

Attention: Mr. Wael Saleh
Assistant Superintendent of Business Development

Subject: Rio School District, Well Conditions Assessment Rehabilitation Project, Oxnard, California.

Dear Mr. Saleh:

As requested, Hopkins Groundwater Consultants, Inc. (Hopkins) is pleased to provide this proposal to assist the Rio School District (District) with assessing the present condition of its existing irrigation well. It is our understanding that the District desires to increase the well's operational capacity to allow irrigation of newly acquired land for agricultural education projects. Hopkins will also identify potentially beneficial rehabilitation work to be performed, prepare project technical specifications, and observe and document the performance of the down hole well work. The work summarized in this proposal is divided into 5 separate tasks; 1) review existing well conditions and develop a rehabilitation strategy with District staff, 2) prepare technical well rehabilitation specifications specifically for the well work desired by the District, 3) observe contractor performance of the work specified, 4) prepare final summary of operations report, and 5) project management.

Scope of Work

Task 1 – Well Conditions Assessment

It is our understanding that the pump equipment is still operable in the well and that water quality and well performance testing can be accomplished prior to removing the well from service. Given this level of understanding, we propose to work with District staff and, as necessary, conduct the following work tasks that are designed to assist in understanding the present well conditions. It is our understanding that the District will provide a copy of well hydraulic efficiency test results (or other well performance test data), and historical water quality test results. Upon review of the well performance data and laboratory test results, Hopkins will compare the original well performance with the latest test results, and consider the original well design and material types during the development of well rehabilitation options. Hopkins will meet with District staff and conduct a reconnaissance level/cursory site survey to determine if

well site logistics will restrict redevelopment options or require special consideration in the plans and specifications for each work task. In addition, Hopkins will sample water produced from the well and obtain a laboratory analysis of the type of precipitate anticipated in the well screen section.

After developing an understanding of existing well conditions, Hopkins will meet with District staff to discuss the risks and benefits of using different redevelopment alternatives for well stimulation. This proposal assumes that the District has sufficient data to allow an assessment of the well's apparent structural integrity and develop an appropriate approach to restoration of the well's performance. Based on our assessment, Hopkins will identify the well rehabilitation alternatives that can be utilized to treat the specific plugging problem while maintaining an acceptable level of risk. It is anticipated that this work task will require approximately 30 man-hours to complete and will require a project budget of approximately \$9,900 which includes shipping and laboratory testing and reporting fees.

Task 2 – Well Rehabilitation Specifications

Based on the findings of work Task 1 and after discussing with District staff about the risks and benefits of using different redevelopment alternatives, Hopkins will compile and provide to the District the technical section (special provisions section) to be included with the District's general bid documents. The specifications will consist of concise well rehabilitation specifications that correlate with bid line items and the specific units of payment (i.e., lump sum, hourly, etc.) for each work task. Upon receipt of contractor bids, Hopkins will assist the District with review of the bids to determine if the bids are responsive to the work scoped in the specifications. We estimate that this work task will require approximately 40 hours to complete and recommend that the District establish a project budget for this phase of work of approximately \$10,300.

Task 3 – Observation and Documentation of Contractor Work Performance

It is our understanding that the District desires Hopkins to assist with monitoring well contractor work performance during the more critical aspects of well rehabilitation work. Hopkins will coordinate directly with District staff to minimize time during mobilization and clean up etc., as a measure to control project costs when District staff can perform this work. While we cannot estimate an exact cost to conduct that phase of work until the scope of well rehabilitation has been determined we have estimated, based on our experience with these types of projects, that the time required for observation and documentation services will require approximately 96 man-hours and a budget of approximately \$19,320 and may vary based on the contractor's ability to perform the work.

Task 4 – Final Reporting

Upon the completion of well rehabilitation and redevelopment activities, Hopkins will assemble a summary of operations report/memorandum that will be complete with copies of logs performed and well testing conducted to demonstrate well performance. The letter report will summarize pertinent data and information for future reference and document the effectiveness of the methods and procedures used for well rehabilitation. Three (3) bound copies and an electronic copy (pdf file) of the final report will be provided to the District for its use and future reference. The Task No. 4 component of the project is estimated to require approximately 24 man-hours to complete and a budget of \$5,640.

Task 5 – Project Management

On a monthly basis Hopkins will provide the District with progress reports of the project work status that will accompany the project invoices. The reports will summarize the project components that were completed over the previous billing period. The status report will be accompanied by a billings progress summary sheet that identifies Hopkins project work tasks, the established budget, and the amount and percentage of budget used to date. It is anticipated that throughout the project, various meetings may be required to update the District on project progress, facilitate project management, and coordination of project activities. We have assumed that over the course of the project, the time required for project management related issues will total approximately 16-man hours of time to perform and require a budget of \$5,200.

Project Fee and Schedule

The work for this project will be performed on a time and materials basis in accordance with the attached Project Fee Schedule. The estimated costs to conduct the proposed work tasks includes laboratory costs, travel time, etc. For this project we recommend District establish a budget of \$50,360 for Hopkins to accomplish the work described in this proposal. Additional services are only anticipated if the low bid contractor encounters work related difficulties and additional inspection services are required for the District's protection. The total cost of project inspection will largely be determined by the contractor's ability to perform the work and the amount of effort that is required of Hopkins for inspection at the time of performance.

As we discussed, we would initiate work immediately upon receipt of a written notice to proceed and we anticipate the proposed scope will be accomplished on a schedule established by District staff. An estimated schedule for project completion has been based on available information and will require approximately 3 months to complete. Because the actual time of project task initiation is not known, the schedule estimates to the extent practical the duration of time necessary for the completion of all tasks. Because several tasks may rely on coordination with the District, the estimated duration of project completion maybe longer than the total work hours necessary for Hopkins' to complete the work.

As always, we appreciate the opportunity to be of service and look forward to working with you on this important water supply project. If you need any additional information or have any questions, please give us a call.

Sincerely,

HOPKINS GROUNDWATER CONSULTANTS, INC.



Curtis J. Hopkins
Principal Hydrogeologist

Attachment: Project Fee Schedule

c:

Project Fee Schedule

Labor Category

Expert Witness	\$ 650
Principal Professional	\$ 325
Associate Professional	\$ 275
Senior Professional	\$ 255
Project Professional	\$ 225
Staff Professional	\$ 190
Technician	\$ 185
Draftsman/Illustrator	\$ 140
Word Processor	\$ 120

Other Expenses

Travel Expenses	Cost plus 15 percent
Reproduction Expenses	Cost plus 15 percent
Outside services and materials	Cost plus 15 percent
Vehicle Mileage	IRS Rate

Equipment Rental

	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>
LevelTROLL (data logger < 100 FT)	\$135	\$440	\$1,650
HERMIT 3000 (data logger)	\$175	\$575	\$2,000
Pressure Transducer (< 400 FT)	\$100	\$390	\$1,450
Pressure Transducer (< 1,000 FT)	\$140	\$440	\$1,675
Water Level Sounder or nitrogen tank	\$ 60	\$200	\$ 640
Stream Flow Meter	\$ 70	\$240	\$ 720
Grundfos RediFLo 2 Sample Pump	\$385	\$1,600	
Trash Pump (3-inch dia. discharge)	\$ 85	\$320	\$1,100
HyDAC/Hanna (Ec, pH, temp. meter)	\$ 85	\$320	\$1,100
Horiba U-10 Water Quality Probe	\$205	\$460	\$1,650
YSI 556MPS Water Quality Probe	\$155	\$420	\$1,300
Rossum Sand Tester	\$ 50	\$175	\$ 450
Mud Parameter Test Kit	\$ 75	\$265	\$ 660
Drilling Fluid/Mud Press	\$ 95	\$295	\$ 850
MFI/SDI Test Kit	\$ 65	\$165	\$ 555
Truck Rental (3/4 ton)	\$300	\$1,200	
Field Computer	\$ 80	----	-----
Digital Camera	\$ 20	----	-----
GA-52Cx Magnetometer	\$ 85	\$280	-----
Field Handheld GPS Unit	\$ 75	----	-----
Water Quality Bailer (2")	\$ 75	----	-----
Tedlar Gas Sample Bags	\$ 65	----	-----
Nitrate or Chloride Field Test Kits	\$ 45	----	-----
Electric Generator (220/110 W) (8 hr/day)	\$145	\$500	
Electric Power Inverter (8 hr/day)	\$ 55	\$200	\$ 425
Metal Sample Sleeves (6-inch) per Sleeve	\$ 20	----	-----

9.18



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of the Five (5) year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Vista Middle School.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	70,400.00
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	Staff recommends approval of the Lease Renewal with Class Leasing for the modular classrooms at Rio Vista Middle School.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

The Rio School District has determined that Rio Vista Middle School requires the modular classrooms that it currently uses to remain available for the students and staff. Currently, Rio Vista Middle School has the following modulars:

Four (4) 24x40 Relocatable Classroom

Fiscal Impact: \$70,400.00 (\$14,080.00 per year).

[Class Leasing for RDV.pdf \(1,613 KB\)](#)

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.

THE RIGHTS AND INTERESTS OF LESSOR AND LESSEE UNDER THIS LEASE AND ALL CHEDULES, SUPPLEMENTS, AMENDMENTS AND RIDERS HERETO, HAVE BEEN COLLATERALLY ASSIGNED TO BMO HARRIS BANK N.A. (THE "AGENT") FOR THE BENEFIT OF CERTAIN SECURED PARTIES, AND THIS LEASE IS SUBJECT TO A FIRST PRIORITY PERFECTED SECURITY INTEREST IN FAVOR OF THE AGENT FOR THE BENEFIT OF SUCH SECURED PARTIES. NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED OR PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HERETO OTHER THAN THE COUNTERPART EXECUTED BY THE AGENT

LEASE AGREEMENT RENEWAL

REFERENCE is hereby made to that certain Lease Agreement executed by the Parties having as an identifier the Lease Number referenced in the above header (the "Lease"). This Lease Agreement Renewal ("Renewal") shall serve as an amendment to the Lease only to the extent that it modifies the Lease. All other terms shall remain unchanged. This Renewal is made and entered into as of this **19th day of April 2024**, by and between Class Leasing, LLC organized and existing under the laws of the state of California, hereinafter designated as "Lessor" and:

**Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036**

a public entity formed and existing under and by virtue of the laws in the state of California hereinafter designated as "Lessee". Lessor and Lessee referred collectively herein as "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby agree to lease unto Lessee, and Lessee does hereby agree to lease from Lessor the following personal property ("Equipment"):

**Four (04) 24'x40' Relocatable Classrooms
Serial Numbers: 38050/51, 38052/53, 38054/55, 38056/57**

The Equipment was installed by the Lessor on the premises and as directed by the Lease at **Rio Vista Middle School, 3050 Thames River Drive, Oxnard, CA 93036**, for the use of Lessee upon the terms and conditions of the Lease and this Renewal:

- 1. LEASE.** This Lease is a true lease. Lessee shall not acquire ownership interest in any of the leased Equipment and Equipment shall retain its character of personal property of Lessor even though the Equipment may become affixed to, embedded in, or resting upon real property.
- 2. TERM AND RENT.** The fixed term of the Renewal Term is for a period of Five (5) Years Renewal Terms commencing on **August 1st 2024**, the "Effective Date" and ending on **July 31st 2029**. The **Total Lease Sum** for all lease payments during the Renewal Term is **\$70,400.00***. This amount is divided into **Five (5)** equal annual installments of **\$14,080.00**, with the first installment being due and payable on or before the Effective Date, and each subsequent installment due annually on the anniversary of the Effective Date thereafter. If the last installment of the lease payments is for a portion less than a year, then the payment shall be an amount prorated for the number of months in that period based on the annual rate. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten percent (10%) (or the maximum allowable interest permitted by law) of the payment due on such installment will be assessed against Lessee as additional rent. Lessee must provide written notice to Lessor within sixty (60) days, but not less than thirty (30) days, of the end of the Renewal Term whether Lessee intends to renew the Term or return the leased Equipment to Lessor. Parties understand that arrangements for the return of the Equipment must be scheduled thirty (30) days in advance of anticipated removal. In the event Lessee does not provide effective notice for removal, and if expedited return can be affected by Lessor, then Lessee shall be liable for any additional costs and expenses associated with the expedited dismantle and removal of the Equipment. At the conclusion of the Term or upon surrender of the Equipment if the Term is renewed or extended, Lessee shall, at its sole cost and expense, disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the Site where the Equipment may be located for the purpose of dismantle and removal of the Equipment. At such time, Lessee shall provide unobstructed truck access to the Equipment. Lessor shall not be responsible additional costs or expenses for non-standard removal of the Equipment or for site restoration. Lessee shall remove any personal property left in or on the Equipment; any such property which Lessee does not claim or take possession of within ten (10) days after Lessor retakes the Equipment, will be deemed abandoned by Lessee. Any fixtures, accessories, and additions to the returned Equipment shall be deemed the property of Lessor. Lessee shall reimburse Lessor for reasonable costs incurred related repair or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.
- 3. ADDITIONAL CHARGES.** Dismantle Fees of **\$4,500.00*** per 24'x40' unit and Return Fees of **\$4,400.00*** per 24'x40' unit to be due and payable at the end of the Term or upon termination of lease. These fees exclude pilot cars, shuttling, rolling, side loading or special loading of building if required, due to poor or restricted access.
- 4. SITE SUITABILITY.** Lessee shall ensure that a level compact, truck accessible site is available for placement and removal of the Equipment and warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary Site related permits, utility hookups, and all other Site preparation (unless otherwise expressly stated in Lessor's Proposal). Lessee shall have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a Site, then Lessee shall pay for any resulting

*Includes any applicable taxes

Lessor  Lessee _____

additional delivery, installation, and knockdown and return charges, Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and only to the extent such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations. Lessor is not liable or responsible for any Hazardous Material removal or remediation whatsoever.

5. MAINTENANCE. Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the Term. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filter, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any condition resulting from Lessee's relocation of the Equipment, utility connections, alternation of the equipment, use of the Equipment for a purpose for which manufacturer did not intend, vandalism, misuse of Equipment, excessive wear and tear, or a condition of which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental, or punitive damages, costs, or expenses. **Except as specifically stated herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor.** Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and fixtures placed or installed in Equipment by the Lessee shall remain the property of the Lessee and upon termination of the Lease for any cause, shall be removed by Lessee. Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of Equipment and shall make all necessary repairs and supply all parts and accessories needed to maintain and operate Equipment in proper condition and in good running order, subject to Lessor's obligations hereunder. At the end of the Term, or upon termination, Lessee shall surrender Equipment to Lessor in like condition as when delivered to Lessee, normal wear and tear excepted.

6. INDEMNITY. Except for claims and losses arising from the negligence of Lessor, Lessee agrees to indemnify, defend, and hold harmless Lessor for any and all claims, damages, losses, and liability arising out of the use and possession of the Equipment, during the Term and any renewal thereof. Lessee assumes responsibility for all assessments, sales, use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which such property is, or may be operated, during the Term and renewal thereof.

7. INSURANCE. Lessee maintains risk of loss from Substantial Completion of installation through surrender of the Equipment at the end of the Term or upon termination. Lessee will cause its own all risk insurance property policies to be extended to cover the Equipment for its full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional insured in its liability policy during the Term of the Lease and any renewal thereof.

8. RELOCATION. The Equipment shall not be removed from or relocated on the Site without prior written approval of Lessor. Lessee may elect to have the classroom(s) relocated by CLASS LEASING, LLC by calling (951) 943-1908 and making necessary arrangements. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the relocation, and the premises to where the Equipment is to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless and defend against any and all liability for injury or damage to person or property including the Equipment removed or relocated by an independent contractor.

9. DEFAULT. In the event Lessee does not make payments required hereunder or otherwise breaches a material term hereof, in Lessor's reasonable discretion, this shall be considered an "Event of Default." Any uncured Event of Default after notice and reasonable opportunity to cure shall be cause for termination by Lessor, and Lessor shall be entitled to immediate access and possession of the Equipment, to retain all payments previously made, and to demand from the Lessee all sums due and owing plus interest in accordance with California law.

10. ASSIGNMENT. Lessee may not assign this Lease or sublet the Equipment without the express written consent of Lessor. This agreement is in every respect binding on all successors and assigns. Such assignment shall not relieve Lessee of any of the obligations hereunder unless expressly released in writing by Lessor.

11. PUBLIC WORKS ONLY. The following provisions apply only to Public Works projects: **(a) Payment Bond and Performance Bond:** when such bonds are required by the Contract Documents, Bonds will be obtained for the portion of the Work performed onsite prior to acceptance of Equipment, and for the portion of Work involving the dismantle and removal of leased Equipment, when required. Lessor will not maintain bonds for the duration of the Term, and the bond amount calculation shall exclude the calculation of rental fees to be paid during the lease Term; **(b) Prevailing Wages:** The Lessor and all lower tiered subcontractors shall: (i) pay their respective employees' wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker at the project Site(s) according to agreed applicable MOU(s), and (ii) maintain complete and accurate payroll records for workers engaged in the Work at the project Site(s), (iii) for the portion of the Work performed at the project Site prior to acceptance of Equipment, and for the portion of Work involving the dismantle

and return of leased Equipment. **(c) Certified Payroll:** (i) Pursuant to California Labor Code §1776, the Lessor and each of its subcontractors shall maintain Certified Payroll Records for workers employed by them, engaged in the installation and removal of Equipment onsite as required by law. When required by the Contract Documents, the Lessor and all its subcontractors shall furnish copies of Certified Payroll Records to the Lessee and/or Labor Commissioner as directed in the Contract Documents and any others named in the Contract Documents or as required by law. **(d) Payment Applications and Conditional Waivers and Releases:** when required by the Contract Documents, the Lessor shall submit in lieu of, or in addition to, its standard invoice, (i) the Lessor's preparation of a Schedule of Values; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, conditional and unconditional as appropriate), which encompasses its lower tiered subcontractors receiving any portion of the Contract Price.

12. NOTICE. All Notices required hereunder must be mailed U.S. First-Class, pre-paid, Certified Mail to the other Party at the address listed for each Party herein. Any other form of notice shall be a courtesy. Either Party may update their address by sending proper Notice of the change to the other Party.

13. ENTIRE AGREEMENT. The Lease (and all renewals thereof), together with the Class Leasing Proposal, Class Leasing's bid response, and Request for Bids (strictly limited that portion of work which was proposed by Lessor and subject to any bid response clarification, exclusion, and/or addenda) ("Contract Documents"), given the order of precedence as listed, constitutes the entire agreement between the Parties. This lease shall be deemed incorporated into any other agreement, work order, purchase order, or subcontract between the Parties relating to the Equipment subject to this Lease Agreement or the work and services provided by Lessor.

14. SEVERABILITY. If any part of this Lease is found to be illegal or unenforceable, that part shall be severed from the contract and the rest of the agreement shall be enforceable as written.

15. LAW AND VENUE. This Lease, and the interpretation thereof, shall be governed by the laws of the state of California and the venue shall be proper in Riverside California. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney fees. Prevailing Party can be defined to mean the party who prevailed in its position whether as plaintiff or defendant, and regardless of whether the relief is monetary or equitable.

16. WAIVER. Failure by either Party to insist on performance hereunder, exercise any right or privilege, enforce provisions, or pursue remedies for any breach hereunder, shall not constitute a waiver of terms, conditions, rights, or privileges. Waivers may only be effective in writing and signed by the waiving Party and shall be limited to those rights or privileges specifically waived. Each Party hereby expressly waives all consequential, liquidated, incidental, special, and punitive damages which may arise or be occasioned by breach or default of the other Party. Under no circumstances shall Lessor be responsible for damages arising from loss of use of Equipment, unless explicitly stated herein.

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Seller:	<u>Class Leasing, LLC</u>	Buyer:	<u>Rio School District</u>
Signature:		Signature:	_____
Name:	<u>Mike Bollero Sr.</u>	Name:	_____
Title:	<u>President</u>	Title:	_____
Date:	<u>04/19/2024</u>	Date:	_____

Lessor  Lessee _____

9.19



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Approval of the Five (5) year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Real School.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	118,300.00
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	Staff recommends approval of the Lease Renewal with Class Leasing for the modular classrooms and bathroom.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

The Rio School District has determined that Rio Real requires the modular classrooms and bathroom that it currently uses to remain available for the students and staff. Currently, Rio Real has the following modulars:

- One (1) 12x40' Mdl-C Relocatable Restroom
- One (1) 24x40 Relocatable Classroom
- One (1) 48x40 Relocatable Classroom

Fiscal Impact: \$118,300.00 (\$23,660.00 per year).

[Class Leasing - Rio Real.pdf \(1,626 KB\)](#)

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.

THE RIGHTS AND INTERESTS OF LESSOR AND LESSEE UNDER THIS LEASE AND ALL CHEDULES, SUPPLEMENTS, AMENDMENTS AND RIDERS HERETO, HAVE BEEN COLLATERALLY ASSIGNED TO BMO HARRIS BANK N.A. (THE "AGENT") FOR THE BENEFIT OF CERTAIN SECURED PARTIES, AND THIS LEASE IS SUBJECT TO A FIRST PRIORITY PERFECTED SECURITY INTEREST IN FAVOR OF THE AGENT FOR THE BENEFIT OF SUCH SECURED PARTIES. NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED OR PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HERETO OTHER THAN THE COUNTERPART EXECUTED BY THE AGENT

LEASE AGREEMENT RENEWAL

REFERENCE is hereby made to that certain Lease Agreement executed by the Parties having as an identifier the Lease Number referenced in the above header (the "Lease"). This Lease Agreement Renewal ("Renewal") shall serve as an amendment to the Lease only to the extent that it modifies the Lease. All other terms shall remain unchanged. This Renewal is made and entered into as of this 19th day of April 2024, by and between Class Leasing, LLC organized and existing under the laws of the state of California, hereinafter designated as "Lessor" and:

Rio School District
2500 Vineyard Avenue
Oxnard, CA 93036

a public entity formed and existing under and by virtue of the laws in the state of California hereinafter designated as "Lessee". Lessor and Lessee referred collectively herein as "Parties" or individually as a "Party."

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby agree to lease unto Lessee, and Lessee does hereby agree to lease from Lessor the following personal property ("Equipment"):

One (1) 12'x40' Mdl-C Relocatable Restroom
Serial Numbers: 2AA-7082
One (1) 24'x40' Relocatable Classrooms
Serial Numbers: 38032/33
One (1) 48'x40' Relocatable Classrooms
Serial Numbers: 47804, 47088/89, 47361

The Equipment was installed by the Lessor on the premises and as directed by the Lease at Rio Real Elementary School, 1140 Kenney Street Oxnard, CA 93036, for the use of Lessee upon the terms and conditions of the Lease and this Renewal:

- 1. LEASE.** This Lease is a true lease. Lessee shall not acquire ownership interest in any of the leased Equipment and Equipment shall retain its character of personal property of Lessor even though the Equipment may become affixed to, embedded in, or resting upon real property.
- 2. TERM AND RENT.** The fixed term of the Renewal Term is for a period of Five (5) Years Renewal Terms commencing on August 1st 2024, the "Effective Date" and ending on July 31st 2029. The Total Lease Sum for all lease payments during the Renewal Term is \$118,300.00*. This amount is divided into Five (5) equal annual installments of \$23,660.00, with the first installment being due and payable on or before the Effective Date, and each subsequent installment due annually on the anniversary of the Effective Date thereafter. If the last installment of the lease payments is for a portion less than a year, then the payment shall be an amount prorated for the number of months in that period based on the annual rate. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten percent (10%) (or the maximum allowable interest permitted by law) of the payment due on such installment will be assessed against Lessee as additional rent. Lessee must provide written notice to Lessor within sixty (60) days, but not less than thirty (30) days, of the end of the Renewal Term whether Lessee intends to renew the Term or return the leased Equipment to Lessor. Parties understand that arrangements for the return of the Equipment must be scheduled thirty (30) days in advance of anticipated removal. In the event Lessee does not provide effective notice for removal, and if expedited return can be affected by Lessor, then Lessee shall be liable for any additional costs and expenses associated with the expedited dismantle and removal of the Equipment. At the conclusion of the Term or upon surrender of the Equipment if the Term is renewed or extended, Lessee shall, at its sole cost and expense, disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the Site where the Equipment may be located for the purpose of dismantle and removal of the Equipment. At such time, Lessee shall provide unobstructed truck access to the Equipment. Lessor shall not be responsible additional costs or expenses for non-standard removal of the Equipment or for site restoration. Lessee shall remove any personal property left in or on the Equipment; any such property which Lessee does not claim or take possession of within ten (10) days after Lessor retakes the Equipment, will be deemed abandoned by Lessee. Any fixtures, accessories, and additions to the returned Equipment shall be deemed the property of Lessor. Lessee shall reimburse Lessor for reasonable costs incurred related to repair or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.
- 3. ADDITIONAL CHARGES.** Dismantle Fees of \$8,800.00* per 12'x40' unit, \$4,500.00* per 24'x40' unit, \$8,200.00* per 48'x40' unit and Return Fees of \$4,400.00* per 12'x40', 24'x40' unit and \$8,800.00* per 48'x40' to be due and payable at the end of the Term or upon termination of lease. These fees exclude pilot cars, shuttling, rolling, side loading or special loading of building if required, due to poor or restricted access.
- 4. SITE SUITABILITY.** Lessee shall ensure that a level compact, truck accessible site is available for placement and removal of the Equipment and warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary Site

Lessor  Lessee _____

related permits, utility hookups, and all other Site preparation (unless otherwise expressly stated in Lessor's Proposal). Lessee shall have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a Site, then Lessee shall pay for any resulting.

*Includes any applicable taxes

additional delivery, installation, and knockdown and return charges, Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and only to the extent such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. "Hazardous Materials" shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations. Lessor is not liable or responsible for any Hazardous Material removal or remediation whatsoever.

5. MAINTENANCE. Lessee will furnish light, heat, custodial, and maintenance service to the unit(s) during the Term. For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term that it will repair structural or mechanical defects in the Equipment (excluding HVAC filter, fire extinguishers, fuses/breakers, light bulbs, or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects in the Equipment. Lessor shall have no liability for the repair of any condition resulting from Lessee's relocation of the Equipment, utility connections, alternation of the equipment, use of the Equipment for a purpose for which manufacturer did not intend, vandalism, misuse of Equipment, excessive wear and tear, or a condition of which timely notice is not provided to Lessor. The repair of the Equipment by Lessor, due to a condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental, or punitive damages, costs, or expenses. **Except as specifically stated herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor.** Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and fixtures placed or installed in Equipment by the Lessee shall remain the property of the Lessee and upon termination of the Lease for any cause, shall be removed by Lessee. Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of Equipment and shall make all necessary repairs and supply all parts and accessories needed to maintain and operate Equipment in proper condition and in good running order, subject to Lessor's obligations hereunder. At the end of the Term, or upon termination, Lessee shall surrender Equipment to Lessor in like condition as when delivered to Lessee, normal wear and tear excepted.

6. INDEMNITY. Except for claims and losses arising from the negligence of Lessor, Lessee agrees to indemnify, defend, and hold harmless Lessor for any and all claims, damages, losses, and liability arising out of the use and possession of the Equipment, during the Term and any renewal thereof. Lessee assumes responsibility for all assessments, sales, use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which such property is, or may be operated, during the Term and renewal thereof.

7. INSURANCE. Lessee maintains risk of loss from Substantial Completion of installation through surrender of the Equipment at the end of the Term or upon termination. Lessee will cause its own all risk insurance property policies to be extended to cover the Equipment for its full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional insured in its liability policy during the Term of the Lease and any renewal thereof.

8. RELOCATION. The Equipment shall not be removed from or relocated on the Site without prior written approval of Lessor. Lessee may elect to have the classroom(s) relocated by CLASS LEASING, LLC by calling (951) 943-1908 and making necessary arrangements. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the relocation, and the premises to where the Equipment is to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless and defend against any and all liability for injury or damage to person or property including the Equipment removed or relocated by an independent contractor.

9. DEFAULT. In the event Lessee does not make payments required hereunder or otherwise breaches a material term hereof, in Lessor's reasonable discretion, this shall be considered an "Event of Default." Any uncured Event of Default after notice and reasonable opportunity to cure shall be cause for termination by Lessor, and Lessor shall be entitled to immediate access and possession of the Equipment, to retain all payments previously made, and to demand from the Lessee all sums due and owing plus interest in accordance with California law.

10. ASSIGNMENT. Lessee may not assign this Lease or sublet the Equipment without the express written consent of Lessor. This agreement is in every respect binding on all successors and assigns. Such assignment shall not relieve Lessee of any of the obligations hereunder unless expressly released in writing by Lessor.

11. PUBLIC WORKS ONLY. The following provisions apply only to Public Works projects: **(a) Payment Bond and Performance Bond:** when such bonds are required by the Contract Documents, Bonds will be obtained for the portion of the Work performed onsite prior to acceptance of Equipment, and for the portion of Work involving the dismantle and removal of leased Equipment, when required. Lessor will not maintain bonds for the duration of the Term, and the bond amount calculation shall exclude the calculation of rental fees to be paid during the lease

Lessor  Lessee _____

Term; **(b) Prevailing Wages:** The Lessor and all lower tiered subcontractors shall: *(i)* pay their respective employees' wage rates not less than the prevailing wage rate established for the classification, trade or work performed by each worker at the project Site(s) according to agreed applicable MOU(s), and *(ii)* maintain complete and accurate payroll records for workers engaged in the Work at the project Site(s), *(iii)* for the portion of the Work performed at the project Site prior to acceptance of Equipment, and for the portion of Work involving the dismantle and return of leased Equipment. **(c) Certified Payroll:** *(i)* Pursuant to California Labor Code §1776, the Lessor and each of its subcontractors shall maintain Certified Payroll Records for workers employed by them, engaged in the installation and removal of Equipment onsite as required by law. When required by the Contract Documents, the Lessor and all its subcontractors shall furnish copies of Certified Payroll Records to the Lessee and/or Labor Commissioner as directed in the Contract Documents and any others named in the Contract Documents or as required by law. **(d) Payment Applications and Conditional Waivers and Releases:** when required by the Contract Documents, the Lessor shall submit in lieu of, or in addition to, its standard invoice, *(i)* the Lessor's preparation of a Schedule of Values; *(ii)* the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, conditional and unconditional as appropriate), which encompasses its lower tiered subcontractors receiving any portion of the Contract Price.

12. NOTICE. All Notices required hereunder must be mailed U.S. First-Class, pre-paid, Certified Mail to the other Party at the address listed for each Party herein. Any other form of notice shall be a courtesy. Either Party may update their address by sending proper Notice of the change to the other Party.

13. ENTIRE AGREEMENT. The Lease (and all renewals thereof), together with the Class Leasing Proposal, Class Leasing's bid response, and Request for Bids (strictly limited that portion of work which was proposed by Lessor and subject to any bid response clarification, exclusion, and/or addenda) ("Contract Documents"), given the order of precedence as listed, constitutes the entire agreement between the Parties. This lease shall be deemed incorporated into any other agreement, work order, purchase order, or subcontract between the Parties relating to the Equipment subject to this Lease Agreement or the work and services provided by Lessor.

14. SEVERABILITY. If any part of this Lease is found to be illegal or unenforceable, that part shall be severed from the contract and the rest of the agreement shall be enforceable as written.

15. LAW AND VENUE. This Lease, and the interpretation thereof, shall be governed by the laws of the state of California and the venue shall be proper in Riverside California. In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney fees. Prevailing Party can be defined to mean the party who prevailed in its position whether as plaintiff or defendant, and regardless of whether the relief is monetary or equitable.

16. WAIVER. Failure by either Party to insist on performance hereunder, exercise any right or privilege, enforce provisions, or pursue remedies for any breach hereunder, shall not constitute a waiver of terms, conditions, rights, or privileges. Waivers may only be effective in writing and signed by the waiving Party and shall be limited to those rights or privileges specifically waived. Each Party hereby expressly waives all consequential, liquidated, incidental, special, and punitive damages which may arise or be occasioned by breach or default of the other Party. Under no circumstances shall Lessor be responsible for damages arising from loss of use of Equipment, unless explicitly stated herein.

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Seller:	<u>Class Leasing, LLC</u>	Buyer:	<u>Rio School District</u>
Signature:		Signature:	_____
Name:	<u>Mike Bollero Sr.</u>	Name:	_____
Title:	<u>President</u>	Title:	_____
Date:	<u>04/19/2024</u>	Date:	_____

Lessor  Lessee _____

9.20



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Approval of credit change order from Taft Electric Company for Project 23-01L, Rio Del Valle Middle School, Switchgear Electrical Upgrade
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	-15,235.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the credit change order of (\$15,235.00) from Taft Electric Company for Project 23-01L Rio Del Valle Middle School Switchgear Electrical Upgrade.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale: There was a scope change in the project where a Slab Box was not taken as a Part of Change Order #1, crediting Rio (\$15,235.00).

[Change order #2 Taft Electric.pdf \(849 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

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

May 01, 2024

Attn: Dr. Puglisi

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

Re: Project 23-01L Rio Del Valle Middle School Switchgear Electrical Upgrade,
Taft Electric Company
Recommendation to Approve CO #2 (CREDIT) from Taft Electric Company

Dear Dr. Puglisi,
Please accept this letter as a recommendation to request approval for CO #2 for Taft Electric Company for Added & Deleted scope of work items at the above Project, and as amendment to their contract. The scope change of the project is as follows.

PCO No. 2 Taft Electric Company:

Credit for Deletion of Slab Box Not Taken as a Part of Change Order #1

PCO No.2 Total **Credit** Cost: \$ (15,235.00)

Total CO #2 (CREDIT)	\$ (15,235.00)
Previous Approved CO's (#1)	\$ 16,745.00
Original Contract	\$ 645,700.00
Revised Contract	\$ 647,210.00

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

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

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

**CO 2
05-01-2024**

PROJECT NO: RSD 23-01L

CO NO: 2

PROJECT NAME: Rio Del Valle Middle School Switchgear Electrical Upgrade

CONTRACTOR: Taft Electric Company

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 645,700.00
Previously Approved Change Orders	\$ 16,745.00
This Change Order (CREDIT)	\$ (15,235.00)
Adjusted Contract Amount	\$ 647,210.00

TIME:

Original Contract Completion Date	March 2024
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	60
Adjusted Contract Completion Date	May 2024

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

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

RIO SCHOOL DISTRICT

Contractor: Taft Electric Company

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 5/1/24

Rio School District
 Project No RSD Project #23-01L
 Rio Del Valle MS Switchgear Electrical Upgrade

CO #2
 5/1/2024

Original Contract \$ 645,700.00

PCO No.	GC No.	Description	Reason	Cost/Credit
2	Taft Electric	Credit for Deletion of Slab Box Not Taken as a Part of Change Order #1	During the Processing of Change Order #1 for Taft Electric a Credit Cost of \$15,235.00 was provided but not taken at that time. The District is now in Change Order #2 acknowledging this Credit Cost from Taft and Processing this Deductive change order as CO#2.	\$ (15,235.00)

Total CO #2	\$ (15,235.00)
Previous Approved CO's	\$ 16,745.00
Original Contract	\$ 645,700.00
Revised Contract	\$ 647,210.00

COR#1
TAFT

RIO SCHOOL DISTRICT, "SWITCHGEAR REPLACEMENT PROJECT" COR#1"
"ITEMS ADDED ON PLAN SHEET E200"

SCOPE OF WORK:

Install additional key note items 1, 7, 15, 17, 18 & 19 from plan sheet E200 dated 12/13

LABOR FOR INSTALLATION OF:

Install additional key note items 1, 7, 15, 17, 18 & 19 from plan sheet E200 dated 12/13

\$31,950

DELETION OF:

SCE slab and labor to install:

* -\$15,235 CREDIT BEING TAKEN IN CO #2

* Our quoted price for the referenced change stated above: \$16,745 ADDED WORK (CO #1)

This change proposal is based on the usual cost elements such as materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Any weather proofing or sealing of exterior penetrations for water intrusion.
2. Any fire proofing or sealing complete.
3. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
4. Any and all parts and labor not specifically listed above or within.
5. Any abatement including asbestos removal or containment.
6. Any permits or fees.
7. Any costs associated with the design, engineering (including wet stamps), or approval process.
8. Any access panels.

Your acceptance of this Change Order is confirmed by signing below.

RIO SCHOOL DISTRICT

TAFT ELECTRIC COMPANY

BY: _____

BY: _____

DATE: _____

DATE: _____

9.21



Agenda Item Details

Meeting	May 15, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Approval of Change Order #1 for the Fence Replacements at 5 sites by Ardalan Construction, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	11,799.74
Budgeted	Yes
Budget Source	Measure H
Recommended Action	It is recommended the Board approve the Change Order #1 for the Fence Replacements at 5 sites by Ardalan Construction, Inc for Project 24-03H.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale: There are two components to this change order.

- 1) PCO#2: Install New Mow Curb at Rio Plaza E.S. per RFI #3
Cost \$4,935.31
- 2) PCO#3: Install New Vehicle & Site Service Access Gate as Requested by Rio MOT.
Cost \$6,864.43

[Fencing Replacement by Ardalan.pdf \(524 KB\)](#)

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.

Balfour Beatty Construction

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

May 01, 2024

Attn; Dr. Puglisi

Subject: Rio Del Valle M.S., Rio Plaza E.S., Rio Lindo E.S., Rio Del Norte E.S., Rio Real E.S.

Re: Project 24-03H Fencing Replacements at 5 Sites
Ardalan Construction, Inc.
Recommendation to Approve **CO #1** to Ardalan Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as a recommendation to request approval for **CO #1** to Ardalan Construction, Inc. for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. The scope change to the project is as follows.

- 1) ARDALAN PCO#2: Install New Mow Curb at Rio Plaza E.S. per RFI#3
Added Cost of \$4,935.31
- 2) ARDALAN PCO#3: Install New Vehicle & Site Service Access Gate as Requested by Rio MOT.
Added Cost of \$6,864.43

Total CO #1	\$ 11,799.74
Previous Approved CO's	\$ 0
Original Contract	\$ 1,965,000.00
Revised Contract	\$ 1,976,799.74

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 1
5-01-2024**

PROJECT NO: RSD 24-03H

CO NO: 1

PROJECT NAME: Fencing Replacements at 5 Sites

CONTRACTOR: Ardalan Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,965,000.00
Previous Approved Change Orders	\$ 0
This Change Order	\$ 11,799.74
Adjusted Contract Amount	\$ 1,976,799.74

TIME:

Original Contract Completion Date	June 8 2024
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	46
Adjusted Contract Completion Date	July 30, 2024,

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

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

RIO SCHOOL DISTRICT

Contractor: Ardalan Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 5/1/24

PCO to Contract
Rio Bid RSD #24-03H

Rio School District
 Project No RSD 24-03H
 Fencing Replacements at 5 Sites

CO #1
 5/1/2024

Original Contract \$ 1,965,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
2	ARD	Remove & Replace Damaged Concrete Mow Curb at West Lawn Area near OSFS Parking Lot at Rio Plaza ES	Existing Mow Curb to remain as a part of the New Safety & Security Fencing Installation at Rio Plaza had been Pushed Up, Broken and Pushed out of Alignment by Tree Root Over Growth. Need to remove and replace.	\$ 4,935.31
3	ARD	Install 10' Wide Vehicle & Site Maintenance Gate at Front of Rio Plaza in New Fenced Area Along Simon Way.	The RIO MOT Department asked to have a Vehicle & Site Service Access Gate Installed at the Front of the Rio Plaza Campus for Site Maintenance & Mower Access that was determined to be needed.	\$ 6,864.43

Total CO #1	\$ 11,799.74
Previous Approved CO	\$0.00
Original Contract	\$ 1,965,000.00
Revised Contract	<u>\$ 1,976,799.74</u>

