

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.10 Approval of Contract Renewal with Godoy Studios FY 2017/2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

64,500.00

Budgeted

Yes

Budget Source

LCFF

Recommended

Action

Staff recommends approval of the contract renewal with Godoy Studios FY 2017/2018

Public Content

Speaker: Superintendent Puglisi

Rationale:

Godoy Studios will continue to provide video production, video editing, website updates and other multimedia services.

GodoyFY1718.pdf (1,113 KB)

Administrative Content

Executive Contant

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.

Godoy Studios
619 Raft Lane
OXNARD, CA 93035
(805)338-0940
godoystudios@gmail.com
http://www.GodoyStudios.com

godoy

ESTIMATE

ADDRESS

Dr. John Puglisi Rio School District 2500 E. Vineyard Ave #100 Oxnard, CA 93036

DESCRIPTION	; →		
	HOURS	RATE	TOTAL
Consulting 8/21 - 8/27 Weekly consulting hours to Include video production, video editing, website updates and other multimedia services	20	75.00	1,500 .00
Consulting 8/28 - 9/3 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 9/4 - 9/10 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 9/11 - 9/17 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 9/18 - 9/24 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 9/25 - 10/1 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 10/2 - 10/8 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 10/9 - 10/15 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00

DESCRIPTION	HOURS	RATE	7
Consulting 10/16 - 10/22 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 10/23 - 10/29 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 10/30 - 11/5 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 11/6 - 11/12 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 11/13 - 11/19 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 11/27 - 12/3 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 12/4 - 12/10 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 12/11 - 12/17 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,5
Consulting 12/18 - 12/24 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,
Consulting 1/1 - 1/7 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,
Consulting 1/8 - 1/14 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,
Consulting 1/15 - 1/21 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,
Consulting 1/22 - 1/28 Weekly consulting hours to include video production, video editing, website updates and other	20	75.00	1,

DESCRIPTION	HOURS	RATE	TOTAL
Consulting 1/29 - 2/4 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 2/5 - 2/11 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 2/12 - 2/18 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 2/19 - 2/25 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500 .00
Consulting 2/26 - 3/4 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 3/5 - 3/11 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 3/12 - 3/18 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 3/19 - 3/25 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 3/26 - 4/1 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 4/2 - 4/8 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 4/9 - 4/15 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 4/16 - 4/22 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 4/23 - 4/29 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00

DESCRIPTION	HOURS	RATE	TOTAL
Consulting 4/30 - 5/6 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 5/7 - 5/13 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 5/14 - 5/20 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 5/21 - 5/27 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 5/28 - 6/3 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 6/4 - 6/10 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 6/11 - 6/17 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 6/18 - 6/24 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
Consulting 6/25 - 6/30 Weekly consulting hours to include video production, video editing, website updates and other multimedia services	20	75.00	1,500.00
	TOTAL	\$6	4,500.00

Accepted By

Accepted Date



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.11 Approval of Renewal of California School Board Association Membership Dues, Gamut and

Manual Maintenance Services FY 2017/2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Dollar Amount

17,105.00

Budgeted

Yes

Budget Source

General Fund

Recommended

Action

Staff recommends approval of contract renewal with CSBA for Membership Dues, Gamut and

Manual Maintenance FY 2017/2018

Goals

Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Goal 4-Prepare students to be college and career ready through technology and innovation that

facilitates collaboration, creativity, critical thinking and communication. Goal 3-Create welcoming and safe environments where students attend and are connected to

their school

Goal 2-Engage parents and other District stakeholders in the development of meaningful

partnerships to support student learning.

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

Public Content

Speaker: Superintendent Pugisi

Rationale:

The California School Board Association provides the district with board policy updates that are in accordance with law and ed code. CSBA also host the Annual Conference for all board members.

Administrative Content

Executive Content

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Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.12 Approval of Contract Renewal with Hekar Rivera FY 2017/2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

45,000.00

Budgeted

Yes

Recommended

Action

Staff recommends the contract renewal with Hekar Rivera FY 2017/2018

Goals

Goal 4-Prepare students to be college and career ready through technology and innovation that

facilitates collaboration, creativity, critical thinking and communication.

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

Public Content

Speaker: Superintendent Puglisi

Rationale:

Mr. Rivera will continue to provide services to the students providing music instruction as Artist in residence.

RiveraFY1718.docx (542 KB)

Administrative Content

Executive Content

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AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this day of, by and between the RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036, hereinafter referred to as the DISTRICT and "Hekar Rivera, Creative Consulting & Music Instruction" hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 530609 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board providing an enhanced instructional program and in discharging its legal obligations will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

- 1. SCOPE OF WORK. Artist in residence to provide music instruction.
- 2. <u>COMPENSATION AND TERM</u>. In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of \$50 per hour, not to exceed \$5000 beginning on July 1, 2017 and ending on June 30, 2018. These dates may be changed by an amendment to this agreement signed by both parties. Mileage will be reimbursed at the current District rate and other incidental expenses will be reimbursed up to \$300.00 providing receipts are provided.
- 3. INDEPENDENT CONTRACTOR. While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services, and to provide a Certificate of Insurance to the District as proof of coverage **if requested**..

- 5. INDEMNIFICATION/HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the 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 the premises. Contractor further agrees to waive all right of subrogation against the District.
- 6. SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.
- 7. COPYRIGHT. Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentially of any such material produced.
- **8. ASSIGNMENT**. The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.
- COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district

determines that the contracting enti	ty will have limited contact with pupils.
Contractor need not comply	/ with fingerprint certification requirement.
Contractor is required to cor Appendix A)	nply with fingerprint certification. (See
IN WITNESSETH WHEREOF, the parti and year first above written.	es hereto have set their hands on the day
	RIO SCHOOL DISTRICT
	Principal/Department Head Date
	Director of Accounting Date
CONTRACTOR	Superintendent or designee Date
Authorized Signature Date	
Hekar Rivera	
Print or Type Name	
602-47-3336	
Tax ID # (required W-9 attachment)	
1793 East Main St Ventura CA, 93001 Address	
(805)844-9570 Phone	
hekarrivera@mac.com e-mail address	

APPENDIX B - CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

Signature

I, Hekar Rivera, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide consultation on Pro-Audio and Acoustic treatment to the District, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

- A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)
- B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).
- C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under per the information pro	nalty of perjury under the law vided above is true and corn	s of the State of California that ect.
Dated:	, 20 at	(City) California.



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.13 Approval of Contract Renewal with Steve Sonnarburg FY 2017/2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

45,000.00

Budgeted

Yes

Recommended

Action

Staff recommends the contract renewal with Steve Sonnarberg FY 2017/2018

Goals

Goal 4-Prepare students to be college and career ready through technology and innovation that

facilitates collaboration, creativity, critical thinking and communication.

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

Public Content

Speaker: Superintendent Puglisi

Rationale:

Mr. Sonnarberg will continue to provide services to the students providing music instruction as Artist in residence.

Administrative Content

Exacutive Contant

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Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.14 Approval of Proposal from Service Management Assist to provide Custodial Schedules and

Staffing Analysis

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

12,585.00

Budgeted

Yes

Budget Source

Mainteanance

Recommended

Action

Staff recommends the approval of the proposal from Service Management Assist.

Goals

Goal 3-Create welcoming and safe environments where students attend and are connected to

Public Content

Speaker: Kristen Pifko

Rationale: In an effort to achieve excellent custodial services, Service Management Assist will conduct on-site Interviews with the custodial staff, schedule meetings to tour the sites, and do a staff analysis. Service Management Assist will provide recommendations to improve efficiency and productiveness at the school sites. Once the schedules are in place, they will be evaluated and custodian feedback will be incorporated into the necessary refinements. Work distribution among school sites, as well as among custodians will be developed to prepare work schedules and improve services

Rio SD On-Site 3 Day Quote 4-27-17 (1).pdf (597 KB)

Administrative Content

Executive Content

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Rio School District

April 27, 2017

Custodial Schedules & Staffing Analysis – On-site Interviews

Custodial schedule implementation using web based meetings and remote input: Service Management Assist will provide the following five steps while working with your people:

The steps to develop your Custodial Schedules:

1. Interview Tours of the Schools

Receive floorplans, position summary & tour schedule, before tours.

Tour to interview in your institution

- 1 Building Principals/stakeholders
- 2 Lead custodian interviews
- 3 Administration consultation
- * Determine customer satisfaction through patterned interviews
- * Level of duties beyond cleaning by modifying the suggested levels
- * Areas & order cleaned by each custodian are colored to the floorplans
- * Floor surface type by room/area are noted on the floorplans
- * Key daily cleaned fixture counts are noted on the floorplans
- * Measure several key areas
- 2. Inventory of Spaces
- 1 The scaled floorplans are measured by individual spaces; then categorized by area type and floor surface. This data is entered into the software.
- 2 The Custodial Position Summary is posted in the software.
- 3 Each custodian's area is colored on a PDF floor-plan.

3. Develop the Analysis Report

- 1 Existing custodial schedules are posted in the software
- 2 A report is developed showing:
- * Cleaning workload based on the ASBO level
- * Beyond cleaning assignments based on custodial interviews
- * Work distribution between custodians
- * Work distribution between buildings
- 3 SMA will make recommendations to balance the workload and improve efficiency

4. First Schedule Set

- 1 SMA and Facility Leadership form the recommended changes to be incorporated
- 2 SMA will write and publish the 1st set of schedules.
- 3 Schedules are put to use in the buildings.

5. Schedule Refinement

- 1 The 1st set of schedules are revised after several weeks of use, incorporating the feedback from custodians concerning necessary refinements.
- 2 SMA will produce a 2nd set of schedules targeted at the times when staffing is short or event coverage is high.

The project is not to exceed more than 10 custodial schedules per 100,000 square feet.

The SMA fee is \$.026 per square foot, 484,023 square feet x .026 = \$12,585.

(The quote includes 3 days on-site by SMA; Quote good for 90 days from the date issued)



Rio School District Custodial Schedules & Staffing Analysis -- On-site Interviews

Payment Schedule to SMA

Invoiced at the start (50%) \$6,293

Invoiced at the end (50%) \$6,292

Fax or Mail purchase order to:

Service Management Assist, LLC 5450 East Deer Valley Drive #4196 Phoenix, Arizona 85054

Email: mike@smaedu.com

Fax: 602-513-7008

Telephone: 630-878-9925

Additional site visits will be billed separately at the following rate:

Expenses per Day

Hotel \$125
Food & Misc. \$85
Car/Parking \$135
Daily consulting rate \$950

Total \$1,295 per day

Flight Expense: \$400 per trip



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.15 Approval of Agreement for Police School Resource Officer Services and Cost Sharing for

2017/2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

45,692,00

Budgeted

Yes

Budget Source

General Fund

Recommended

Action

Staff recommends the approval of the Contract between the City of Oxnard and the Rio School District for a Resource Officer.

Goals

Goal 3-Create welcoming and safe environments where students attend and are connected to

their school

Goal 2-Engage parents and other District stakeholders in the development of meaningful

partnerships to support student learning.

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

Public Content

Speaker: Kristen Pifko

Rationale: During the 2013-14 school year, the district entered into a cost sharing agreement for School Resource Officer services with the City of Oxnard. Additionally, the district entered into a full year agreement for the 2014-2015, 2015-2016, and 2016-2017 school years. The City of Oxnard and Rio School District would like to extend the contract for the 2017-2018 school year with all terms remaining the same.

City of Oxnard SRO Agreement.pdf (3,196 KB)

Administrative Content

Executive Content

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AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES AND COST SHARING

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES ("Agreement") by and between the City of Oxnard, a municipal corporation ("City") and the Rio School District ("RSD" or "District") is made and entered into as of July 1, 2017. City and District are sometimes individually referred to as "Party" and collectively as "Parties."

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

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

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

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

City and District hereby agree as follows:

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

3. Cost Sharing: Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Twenty Six percent (26%) of the cost to operate and administer the SRO program for FY 2016-17 and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Forty Five Thousand Six Hundred and Ninety Two Dollars (\$45,692) (26% of the cost of an officer) no less than thirty (30) days prior to June 30, 2018.

City shall send invoices to: Kristen Pifko, Assistant Superintendent of Business Services Rio School District 2500 Vineyard Avenue, #100, Oxnard, CA 93036. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

- 4. <u>Nonexclusive Services</u>. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
- 5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
- 6. <u>Term.</u> The term of this Agreement shall be from July 1, 2016 to June 30, 2017, unless earlier terminated as provided herein. This Agreement may be renewed for up to two (2) additional annual terms through mutually agreed upon contract amendments.
- 7. <u>Termination</u>. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
- 8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

- 9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.
- 10. <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

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

District:
Rio School District
2500 Vineyard Avenue, #100
Oxnard, CA 93036

Attention: Dr. John Puglisi, Superintendent Rio School District

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

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

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

- 21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD	RIO SCHOOL DISTRICT		
Greg Nyhoff, City Manager	Dr. John Puglisi, Superintendent Rio School District		
APPROVED AS TO FORM			
Stephen M. Fischer, City Attorney			
APPROVED AS TO CONTENT			
Scott Whitney, Police Chief			

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

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

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

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

RESPECT FOR THE RIGHTS OF STUDENTS

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

suspicion.

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

SRO TRAINING REQUIREMENTS

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

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

- In order for the Oxnard PD's SROs to serve the students of the RSD, all SROs will be given a user-specific login and access to the RSD network to: a. Login

 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
 - 2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.16 Resolution No. 1617/29 Regarding Temporary Loans Between District Funds

Access

Public

Type

Action (Consent)

Fiscal Impact

No

Budget Source

N/A

Recommended

IV/A

Action

Staff recommends approval of Resolution No. 1617/29

Public Content

Speaker: Kristen Pifko

Rationale: To meet cash flow needs during the year, it may be necessary to temporarily transfer cash from one fund to another in order to meet cash flow obligations of the district. Separate approvals for this action are required for each fiscal year.

Resolution for Temporary Loans between District Funds 1617-29 (1).pdf (8 KB)

Administrative Content

Executive Contant

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

RIO SCHOOL DISTRICT

RESOLUTION NO. 1617-29 TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2017/2018

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund, and:

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations, and:

WHEREAS, repayment of the temporary loan will be made from income received, and:

THEREFORE, BE IT RESOLVED that the Board of Education of the Rio School District authorizes the temporary transfer of cash from one direct fund to another in order to meet the financial obligations of the District as the need may arise during the 2017/2018 fiscal year.

day of	PASSED AND A 201_ by the	ADOPTED by the following vote	ne Board of Education on roll call:	n at a regular meeting	held on the _
	AYES:				
	NOES:				
	ABSENT:				
	ABSTAIN:				

Joe Esquivel, President of the Board of Trustees



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.17 Blanket Resolution No. 1617/30

Access

Public

Type

Action

Action (Consent)

Fiscal Impact

No

Budget Source

N/A

Recommended

Staff recommends approval of Resolution No. 1617/30.

Public Content

Speaker: Kristen Pifko

Rationale: Districts use Blanket Resolutions to expedite certain transactions. A blanket resolution approved by the Board authorizes advance approval of certain documents, allowing transactions to be input to the financial system in a more timely fashion. However, the information would still be provided to the board for ratification. Blanket resolutions can be used for budget transfers and temporary loans between funds.

Attached for approval and adoption is Resolution 1617/30 covering appropriation transfers.

Resolution for Appropriation Transfers.pdf (6 KB)

Administrative Content

Executive Content

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RIO SCHOOL DISTRICT

RESOLUTION NO. 1617-30 APPROPRIATION TRANSFERS FOR FISCAL YEAR 2017/2018

WHEREAS, the Rio School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and WHEREAS, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification. THEREFORE, BE IT RESOLVED that the Rio School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2017/2018 fiscal year. These transfers are to be presented for ratification at the next board meeting. ADOPTED by the Board of Education at a regular meeting held on the __ day of ____, 201__ by the following vote on roll call: AYES: NOES: ABSENT: ABSTAIN: Joe Esquivel.

President of the Board of Trustees

	0	



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.18 Approval of Resolution No. 1617/31 to Improve Compensation for Certain Categories of

Employees After July 1, 2017

Access

Public

Туре

Action (Consent)

Budget Source

N/A

Recommended

Action

Staff recommends the Approval of Resolution No. 1617/31 for Authority from the Board of Education to Improve Compensation for Certain Categories of Employees after July 1, 2017.

Goals

Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed,

collaborative, creative and critical thinkers.

Public Content

Speaker:

Kristen Pifko

Rationale:

Education Code Sections 45032/45162 provide 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 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.pdf (7 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

RIO SCHOOL DISTRICT

AUTHORITY FOR THE BOARD OF EDUCATION TO IMPROVE COMPENSATION FOR CERTAIN CATEGORIES OF EMPLOYEES AFTER JULY 1, 2017

RESOLUTION NO. 1617-31

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 2017-18 and to make any such compensation improvements effective July 1, 2017, or at any date thereafter during Fiscal Year 2017-18.

This is to certify that the above Resolution was adopted by the Board of Education at a regular meeting of the Board held on June 7, 2017.

AYES.

	Presider	Joe Esquivel at of the Board of Trustees
ABSTAIN:		
ALDOLMI,		
ABSENT:		
NOES:		



Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.19 Approval of Rio del Valle Middle Sschool New/Revised Course Descriptions for school year

2017-2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Recommended

Action

It is recommended that the Governing Board approves these courses for the upcoming school year. This will allow RDV and other middle schools within our district to reflect the student's rigorous

course work on their transcripts.

Goals

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

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio del Valle Middle School is requesting your consideration and approval for the following courses: Social Science Honors 7th grade and Science Honors Grade 7th.

Rlo Del Valle has had a strong honors program for the past several years. Offering 7th and 8th graders honors courses in the content areas, as well as Spanish 1. It was found that while we have classes designated as honors in 8th grade Language Arts, Math, Science, and Social Science; in the 7th grade only Language Arts and Math are designated as honors. Students are receiving the rigor and depth of an honors course, but this is not reflected on their transcripts

SSHonors7thGradecoursedescription.pdf (49 KB)

ScienceHonors7thGrade.pdf (78 KB)

Administrative Content

Executive Content

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	Social Science Ho		Grade	7
Course Title	Social Science 7	Course number		State number
Course length	Year	Required	X	Elective
Textbook	Glencoe Life Scie	nce		

COURSE DESCRIPTION:

This course is for students who have been recognized for exceptionally high achievement in social science. The course offers in-depth coverage of grade level standards as written in the California Standards, providing added challenge, rigor, differentiation, and enrichment to students. Initial placement depends on a combination of criteria including test scores, grades, teacher recommendations, and availability of space.

Students in this course will develop skills used by historians such as critical thinking/reading, essay writing, and analysis of historically significant documents. As set forth in the state standards, students will engage in a study of world history and geography and the examination of social, cultural, and technological change during the period A.D. 500-1789. Students review methods used by archaeologists and historians. Students go on to study the fall of Rome, the rising force of Islam in the medieval world, and the spread of Islam though Africa. Students then explore the rise of the Mayan, Incan, and Aztec civilizations. After comparing the civilizations of China and Japan during the Middle Ages, students engage in a comparative study of Europe during the High Middle Ages, concluding with the turbulent age of the Renaissance, Reformation, and Scientific Revolution and bridging those periods with the Enlightenment and the emergence of the modern world.

Department	Science Honors		Grade	7
Course Title	Science Honors 7	Course number	SCI	State number
Course length		Required	X	Elective
Textbook	STEMScopes, Gle	encoe Life Scienc	e, and supp	elemental resources

COURSE DESCRIPTION:

This course is for students who have been recognized for exceptionally high achievement in science. The courses offer in-depth coverage of grade level standards as written in the Next Generation Science Standards, providing advancement via added challenge, rigor, differentiation, and enrichment to students. Initial placement depends on a combination of criteria including test scores, grades, teacher recommendations, and availability of space.

The foundation for this course is the Next Generation Science Standards (NGSS) for seventh grade. This is an Integrated Science course which includes the study of: molecules and structures; Ecosystems; Earth's Systems; Earth and Human Activity; Matter and Interactions; and Engineering Design. Student writing demonstrates mastery of the critical attributes for grade level and indicates proficiency in reading comprehension in order to access the Science curriculum. AVID and other research based strategies (i.e. Blooms, Marzano, Kagan, Archer, Kinsella) are also integrated into the curriculum. Systematic progress monitoring and benchmark assessments inform instruction and appropriate placement for intervention/enrichment opportunities.



Meeting Jun 07, 2017 - RSD Regular Board Meeting

Category 11. Consent

Subject 11.20 VCOE MOU - 17/18 Mentor Induction Program

Access **Public**

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 75,000.00

Budgeted Yes

Budget Source Educator Effectiveness Grant Dollars

Recommended

Action

It is recommended the board take action to approve the MOU for Mentor Induction Program Services provided by the VCOE.

Goals Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed,

collaborative, creative and critical thinkers.

Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

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

Goal 3-Create welcoming and safe environments where students attend and are connected to their school

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

Public Content

Speaker: Carolyn Bernal

Rationale: Each year, our probationary teachers with a preliminary credential are required to participate in the Mentor Induction Program. This is a two year program that supports the new teacher by having them attend classes and they also are assigned a mentor (a fellow seasoned Rio teacher) for their first two years of teaching in order to provide the support they need. At the end of the two year period, the teacher will have completed the requirements in order to receive their clear credential. The Mentor Induction Program services for the new teacher are provided by the Ventura County Office of Education (VCOE) and is a collaborative relationship that all districts in the county participate in.

MOU part A.pdf (509 KB)

MOU part B.pdf (668 KB)

Schedule of Fees.pdf (444 KB)

Administrative Content



AGREEMENT BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND DISTRICT

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Teacher Support Services Department in providing the Administrative Services Guidelines-based Credential program to administrators in the Rio School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Rio School District and the Ventura County Office of Education will partner together in preparing administrators to earn the Administrative Clear Credential according to the Ventura County Office of Education's program approved by the California Commission on Teacher

1. Ventura County Office of Education agrees to:

- a. Provide Year 1 and Year 2 candidates with 20 hours of professional development offerings and aligned jobembedded activities to develop candidate competency in the California Professional Standards for Educational
- b. Provide district-identified coaches with initial and ongoing training. The coaches will use training materials and job-embedded program activities to guide and support their assigned candidates over the CTC-required 40
- c. Provide a system for data collection and state reporting.
- d. Provide support and monitor the candidate's completion of the online portfolio.
- e. Provide coaches with support and direction for coaching activities.
- f. Maintain ownership of all proprietary training documents, materials and data developed for the candidate and coach training sessions.

2. Rio School District agrees to:

- a. Pay, or make arrangements for each candidate to pay, Ventura County Office of Education Teacher Support Services Department an annual \$175 fee for application and state reporting services.
- b. Pay, or make arrangements for each Year 1 candidate to pay, Ventura County Office of Education \$3,000 in 2017-18 for all training sessions, materials and books. Year 2 candidates in 2017-18 (i.e., those who were Year 1 candidates in 2016-17) are covered under the 2016-18, two-year MOU and, as per that MOU, will pay \$2,500. Program fees are subject to change annually.
- c. Identify a district contact person and district-provided coach to work collaboratively with the Ventura County Office of Education to ensure candidate success in his/her current work context. If the district is unable to provide a coach within the first 30 days of admission, VCOE will provide one for the candidate at an additional cost of \$4,000.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activities. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from July 2017 through June 2018.

Superintendent or Designee ASSE Superintendent Of Bis Superintend	Signature Signature Signature	5/23/17 Date SP3/17 Date
For the Ventura County Office of Educ	ation	
Dr. Antonio Castro, Associate Superintendent Tom Etchart	Educational Services	Date 16/2
Business Office Designee	Signature	Date 7



RESPONSIBILITY AGREEMENT BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND DISTRICT

This serves as Addendum 8 to the Memorandum of Understanding between the Rio School District and the Ventura County Office of Education (VCOE). This responsibility agreement stipulates that both parties partner together to provide the highest quality pathway for employees of the District to obtain appropriate licensure according to the VCOE Induction program approved and accredited by the California Commission on Teacher Credentialing (CTC).

1. Ventura County Office of Education Induction Program agrees to:

- a. Provide a total of five professional development training sessions to New Mentors, as well as Goal Setting Collaborations and one Colloquium with participating candidates. New Mentor trainings will be held at VCOE; Goal Setting Collaborations and Colloquium will be held in District cohorts. (See item 2b.)
- Provide a total of four professional development training sessions to Returning Mentors, as well as Goal Setting Collaborations and one Colloquium with participating candidates. Returning Mentor trainings will be held in District cohorts. (See Item 2b.)
- c. Provide a total of four professional development training sessions to Advanced Mentors, as well as Goal Setting Collaborations and one Colloquium with participating candidates. Advanced Mentor trainings will be held at VCOE.
- d. Provide one conference to Year 1 candidates and one conference to Year 2 candidates.
- e. Provide monthly meetings/trainings for District cohort coordinators and instructors.
- f. Develop professional development training materials for District cohort instructors.
- g. Provide reimbursement for meals at District cohort professional development Mentor trainings. Not to exceed \$6 per Mentor and/or Candidate for each professional development training. Original receipts for meal reimbursements are required.
- h. Maintain accreditation with Commission on Teacher Credentialing.
- i. Provide a system for data collection, analysis and required state accreditation reporting.
- j. Support, monitor and provide feedback to the candidate to ensure completion of all program requirements, i.e., Individualized Learning Plan (ILP) and program course work. Facilitate the reassignment of mentor if the pairing of candidate and mentor is not effective.
- k. Provide advisement, registration and credential recommends upon completion of program.

2. Rio School District agrees to:

- a. Identify and provide a district administrator and coordinator to work collaboratively with the Ventura County Office of Education.
- b. Identify and provide a district instructor to attend monthly meetings/trainings in order to deliver trainings in District cohorts. Each cohort must have a minimum of 15 Mentors to run a District Cohort. If this minimum is not met all Mentor training sessions will be held at VCOE.
- c. Monitor District Mentors to assure that each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the Mentor. Coordinate the reassignment of mentor if the pairing of candidate and mentor is not effective.
- d. Provide administrative input to each Candidate and assigned mentor to determine individual areas of need in conjunction with district/site goals.
- e. Provide facilities and meals for District professional development Mentor and/or Candidate trainings. (See item 1f.)
- f. Adhere to "Schedule of Fees" for fiscal year 2017-2018.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of program activities. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented from July 2016 through June 2019.

For the Rio School District	\circ	
Superintendent or Designee	Carolyn Bernal Signature	5/23/1 4
ASSI Supt of business Office Designee	Flost Puff	5/23/17 Date
For the Ventura County Office of Edu	cation	
Dr. Antonio Castro, Associate Superintender	nt Educational Services	04(74/12) Date
Tom Etchart Business Office Designee	Signature Signature	5/2/17 Date



2017-2018 **Ventura County Teacher Support Services** Fee Schedule



Program	Registration/ Recommendation Fee per Year	Program Fee Year One Candidate (Semesters 1 & 2)	Program Fee Year Two Candidate
General Education Induction		(Semesters 1 & 2)	(Semesters 3 & 4
Clear Mentor stipend paid by the site/district	\$175	\$3500	\$3500
Clear with Early Completion Option (Includes additional application requirements, advisement, observation, and evaluation) Mentor stipend paid by the site/district	\$175 Registration and \$250 Application	\$4000	N/A
Education Specialist Induction	SIMPOSE BROOKS BURGER		
Clear Only	\$175		
Mentor stipend paid by the site/district	\$173	\$3500	\$3500
Clear and LAD Credential Option (subject to enrollment numbers) Mentor stipend paid by the site/district	\$175	\$3500	\$5300
Administrative Services Credential	ACLA DESCRIPTION	er a le l'année de la comme	
Clear (Year 1 Candidate) Coach stipend paid by the site/district	\$175	Program Fee: \$300	
Clear (Year 2 Candidate) Coach stipend paid by the site/district	\$0	\$250	0
Added midborization and Other Credential Programs (Veteran Teachers)		Program Fee: 2	Semesters
DIAA (subject to enrollment numbers) for Veteran Teachers and requires equivalencles from Alld/Moderate or Moderate/Severe Credential)	\$175	\$5300	
AD (subject to enrollment numbers) for Veteran Teachers and requires equivalencies from hild/Moderate or Moderate/Severe Credential)	\$175	\$5300	
esignated Subjects Credential	Recommendation/ Registration Fee	Program Fee: 1	2 Months
dult Education lentor and Field-Based Supervisor stipends paid by the site/district	\$125/\$150	\$2750	STATE OF STREET
areer Technical Education icludes initial and advanced preparation) lentor and Field-Bosed Supervisor stipends paid by the site/district	\$125/\$150	\$2750	
areer Technical Education or Veteran Teachers and requires equivalencies from Multiple or ngle Subject Credential)	\$125/\$150	\$800	

^{1.} Nothing in this document prevents VCOE from charging candidate additional fees as per the Teacher Support Services Handbook.

Program fees are subject to change annually, per MOU.

This document is "VCOE Teacher Support Services Fee Schedule within County/Public including Charters and Las Virgenes," as referred to in MOU



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.21 MOU Alliant University Student Teacher Agreement

Access

Public

Type

Action (Consent)

Fiscal Impact

No

Budgeted

No

Recommended

Action

It is recommended the board take action and approve the student teacher agreement with Alliant

Goals

Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: Alliant University has submitted for approval a student teacher placement agreement in order to allow for the placement of student teacher candidates and/or intern candidates. This is one of many contracts we maintain with our local universities that helps to build our partnerships and benefits us by providing access to future teacher candidates for

MOU Alliant University Student Teacher Agreement.pdf (197 KB)

Administrative Content

Executive Content

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MEMORANDUM OF UNDERSTANDING Between ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION And RIO SCHOOL DISTRICT

Alliant International University, Inc. A California Benefit Corporation ("University") and Rio School District ("District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Interns who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either Alliant International University or the District shall be mutually acceptable by both Alliant International University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 1, 2017 for a period of five (5) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any intern who has been placed with the district prior to the effective date of termination.

Alliant International University agrees and certifies that:

- Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Intern services or responsibilities.
- 2. Each Candidate shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0. Teacher Credential Interns shall have passed the subject matter requirement.
- 3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 400 hours of verified Practicum experience and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum experience.
- 4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
- Each Candidate shall be provided adequate supervision, advice, encouragement and support, as
 appropriate, by Alliant International University personnel, including but not limited to the University
 faculty and the University field supervisor as directed by California Commission on Teacher Credentialing
- 6. University Supervisors will observe and evaluate teacher interns at least six times during a semester and allocate time with each intern after each visit to discuss the observation.

- 7. University Supervisors will meet with District Support Providers at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
- For Teacher Education programs, District Support Providers will be required to provide one evaluation
 per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance
 Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).

Rio School District agrees and certifies that:

- The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
- 2. The Intern's services shall meet the instructional or service needs of the District.
- Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
- 4. No appointment shall be made unless the prospective employee provides proof of fingerprint clearance or photocopy of California teaching permit, and verification that he or she is free from tuberculosis.
- No Intern shall displace any fully credentialed employee in the District.
- 6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by California Commission on Teacher Credentialing Standards.
- 7. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
- 8. The Intern's salary shall not be reduced to pay for the supervision of that Intern.
- The Intern will apply to the California School of Education at Alliant International University for the Intern Credential within the first semester of coursework.
- 10. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
- 11. The District Support Provider will observe and evaluate each intern teacher at least one time during a term (4 times in an academic year) and allocate time with each intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
- 12. District Site Support Providers must hold credentials in the same areas as the interns they support and/or hold an Administrative Services Credential.
- 13. All intern teachers and student teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must comprise of ELLs, students with disabilities, and students from a low socio-economic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the district understands that for each percentage point below that threshold, the candidate will be

required to observe for two full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

14. District Intern Support Providers, District Induction Support Providers (Education Specialist Clear Credential), and master teachers must have a minimum of three years teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The district confirms that its Intern Support Providers and Induction Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Rio School District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc. or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the Rio School District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION

Alliant International University, Inc. shall hold harmless, defend and indemnify Rio School District and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of Alliant International University, Inc., its officers, employees, or student teachers incurred in the performance of this Agreement.

Rio School District shall hold harmless, defend and indemnify Alliant International University and its officers, employees, and agents from any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of Rio School District, its officers, employees, or agents incurred in the performance of this Agreement.

Alliant International University:

	Date
Andy Vaughn, President Alliant International University	
Dr. Mary Oling-Sisay, Dean California School of Education Alliant International University	Date
Rio School District:	
President, Board of Education, Rio School District	Date
Superintendent, Rio School District	Date



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.22 Contract Renewal with Educators Assessment Data Management Service Agreement FY

2018

Access

Public

Type

Action (Consent)

Preferred Date

Jun 07, 2017

Absolute Date

Jun 07, 2017

Fiscal Impact

Yes

Dollar Amount

31.447.10

Budget Source

General Fund

Recommended

Action

Staff recommends approval of the 2018 Service Level Agreement with Ventura County Office of

Education

Goals

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

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio School District contract with Ventura County Office of Education to host, maintain and provide support for the district's Educator's Assessment Data Management System (EADMS). EADMS is designed to work with any type of student enrollment, demographic, and testing data. It provides two main capabilities to support Rio School District schools: Assessment Creation, Administration and Data Collection.

The attached Acknowledgement Form outlines the service level agreement for the 2015-2018 school years. The first two years already paid the third year has an added item bank.

Fiscal Impact: (Total amount of item):

Year		2: Item Bank (2-4)	3: Item Bank NGSS	Total
2017-2018	\$19,282 .50	\$4,579.20	\$7,585.40	\$31,447.10
Total				\$31,447.10

Ventura County Office of Education will invoice the Rio School District for the third year of commitment.

SAS Agreement Rlo 17-18.docx (79 KB)

Administrative Content



ventura county office of education Stanley C. Mantooth, County Superintendent of Schools

Student Assessment System Pricing Breakdown 2015 - 2018 Acknowledgement Form May 23, 2017

District: Rio School District

Y1: Base ADA: 4,651 Y2: Base ADA: 4,866

Y3: Base ADA: 5,142

Item Bank ADA: 3,047 Item Bank ADA: 3,245

Item Bank ADA*: 1,696

NGSS*: 2,231

*Item Bank ADA numbers based on the exclusion of K-1. NGSS ADA numbers based on the exclusion of K-4. All ADA is calculated based on June 1st P2 ADA.

Cost Summary year 3 based on Option 3, which includes:

- 1: EADMS (Base) @ \$3.75 per ADA
- 2: Fluence Item Bank with Quick Check (Grades 2-4) @ \$2.70 per ADA
- 3: Fluence Item Bank with Quick Check and NGSS (Grades 5-8) @ 3.40 per ADA

Year 2017-2018 Total	1: Base 2: Item Bank (2-4) \$19,282.50 \$4,579.20		3: Item Bank NGSS \$7,585.40	Total \$31,447.10
				\$31,447.10

VCOE will invoice your district annually over the three-year period.

Please have superintendent or authorized designee sign acknowledgement form in understanding your district promises to pay above amount of \$31,447.10 to meet your third vear commitment.

Name:	
Title:	
Signature:	
Date:	

Please contact Cathy Reznicek, (805)383-9326 or Genevieve Reifer, (805) 383-9360 for additional information.

Termination of Multi-year Contract and/or Single Year Contract Option Details

This is a multi-year contract covering a 3-year period, July 1, 2015 through June 30, 2018, and offers discounted pricing on some contract items in consideration of this term length. However, either party may terminate this Agreement prior to the expiration date, with or without cause, by delivering written notice of termination within sixty (60) days of the expiration of the Contract Year. The effective date of such termination shall be the expiration of the then current Contract Year. Except as set forth in this Section, neither party shall have any liability to the other for any damages of any sort resulting solely from the party's termination of this Agreement in accordance with the provisions of this Section.

In the event one of your consortium members decides to only commit to a single year, we will still extend the prices negotiated by VCOE for that one year — that is there is no price penalty for not agreeing to a multi-year contract. However, without a multi-year commitment, I cannot guarantee that the prices will remain the same for the full 3 years. So, any member not locking in a 3-year contract could see a price increase if they decided to remain under contract after the first year.

Additionally, Adrylan's multi-year pricing offer can only extend to the cost of the EADMS Technology Platform. All other products or services arranged through our contract from 3rd party vendors are not guaranteed price protection. The one exception to this is the Measured Progress content bank, since they also agreed to extend special discounted pricing to the VCOE Consortium in consideration of a 3-year contract.



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.23 Approval of Contract Renewal with Destiny Software Foliett FY 17/18

Access

Public

Type

Action (Consent)

Preferred Date

Jun 07, 2017

Absolute Date

Jun 07, 2017

Fiscal Impact

Yes

Dollar Amount

13,371.60

Budget Source

Lottery Fund

Recommended

Staff recommends approval

Action Goals

Goal 3-Create welcoming and safe environments where students attend and are connected to

their school

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

Public Content

Speaker: Oscar Hernandez

Rationale:

Increased student access to resources in the library continues to be a key focus of the Rio Foundation, Superintendent,

As part of this initiative, librarians have been provided with Destiny software system, desktop computers, two student Netbooks, and a nook with the long-term goal of increasing and integrating technology in each of the eight school libraries.

Follett Destiny Quote.pdf (18 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

RENEWAL QUOTE



RIO ELEM SCH DIST 2500 VINEYARD AVE OXNARD CA 93036-1309

Page	1	
	7176308	
lasue Date		
Explration Date		
Customer#	0444625	
Customer	RIO ELEM SCH DIST	

Quote Summary	Payable in USD
Sub Total	
Discounts Applied	\$0.00
Quote Total	\$13,371.80
Please add all ap	plicable taxes

NOTICE OF PAYMENT DUE

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Mail Purchase Order Foliett School Solutions, Inc. 1340 Ridgeview Drive McHenry, IL 60050 USA Email: FSSorders@foliett.com

Fax: 800-852-5458

	Quote Details				
Itam Num RIO DEL :	ber / Description MAR - 0415201	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL				
48207P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT	12	08/31/2017	08/31/2018	\$628.9
	MEMBER	12	08/31/2017	08/31/2018	\$150.00
	NORTE ELEM - 0415112			Site Total	\$1,871,4
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL				
48207P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT	12	08/31/2017	08/31/2018	\$628.95
	MEMBER	12	08/31/2017	08/31/2018	\$150.00
	ALLE JR HIGH SCH - 0406539			Site Total	\$1,671.4
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2017	00/04/004-	***
18207P 37058P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$892 .50
97058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2017	08/31/2018 08/31/2018	\$628,95 \$150,00
RIO LINDO	ELEM SCH - 0406540			Olfo Total	
18206P				Site Total	\$1,871.45
8207P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$892.50
7058P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$628.95
	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	08/31/2017	08/31/2018	\$150.00
	ELEM SCH - 0408541			Site Total	\$1,871,45
8206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL			·	4 - 9 m = 01-30
8207P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL	12	08/31/2017	08/31/2018	\$892,50
7058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT	12	08/31/2017	08/31/2018	\$628. 95
	MEMBER	12	08/31/2017	08/31/2018	\$150.00
	LEM SCH - 0408542		-	Site Total	\$1,671.45
8206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	40	201011001		
3207P	DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL		08/31/2017	08/31/2018	\$892.50
	ave any questions about this quote please contact aux Questions	12	08/31/2017	08/31/2018	\$628,95

If you have any questions about this quote, please contact our Customer Service Department at 888-511-5114 (US/CAN) or +1 708-884-5000 (Outside US/CAN)

RENEWAL QUOTE



Page	2
	7176308
	05/22/2017
Expiration Date	07/31/2017
Customer#	0444625
Customer	RIO ELEM SCH DIST

	Quote Details				
Item Num l 67058P	ber / Description TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	Renewal Months 12	Current Expiration Date 08/31/2017	New Expiration Date 08/31/2018	Amount \$150.00 \$1,671.45
RIO ROSA 48206P 48207P 67058P	ALES SCH - 0414966 DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12 12 12	08/31/2017 08/31/2017 08/31/2017	08/31/2018 08/31/2018 08/31/2018	\$892.50 \$628.95 \$150.00 \$1,671.45
RIO VISTA 48206P 48207P 67058P	A INTERM SCH - 0415366 DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL DISTRICT MEMBER TM - HOSTED SERVICE RENEWAL TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12 12 12	08/31/2017 08/31/2017 08/31/2017	08/31/2018 08/31/2018 08/31/2018	\$892.50 \$628.95 \$150.00 \$1,671.4

End of Quote



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.24 Approval of Contract Renewal with Edulink FY 2017/2018

Access

Public

Type

Action (Consent)

Preferred Date

Jun 07, 2017

Absolute Date

Jun 07, 2017

Fiscal Impact

Yes

Dollar Amount

8,212.50

Budget Source

General Fund

Recommended

Staff recommends approval

Action

Goals

Goal 2-Engage parents and other District stakeholders in the development of meaningful

partnerships to support student learning.

Public Content

Speaker: Oscar Hernandez

Rationale:

Edulink is the parent communication system the district uses to send out mass communication via phone, SMS or email

Edulink Invoice #10114 - Rio ESD.pdf (77 KB)

Administrative Content

Executive Content

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1111 E. Katella Ave, Sulte 220 Orange, CA 92867 Tel: (714) 941-5140 Fax: (714) 941-5141 www.edulinksys.com

Invoice

Date	Invoice #		
5/25/2017	10114		

Bill To:

Rio Elementarty School District Attn:Accounts Payable 2500 Vineyard Ave Oxnard, CA 93036-1309 Ship To
Rio Elementarty School District
Attn:Accounts Payable
2500 Vineyard Ave

Oxnard, CA 93036-1309

	P.O. No.	Terms	Terms Rep		Ship Date		
		Net 30	LF				
Item Code		Description		Qty.	Unit Price	Extended	
Intouch P	Intouch™ Parent Notifica ASP notification service capability for an unlimited Rate: \$1.50 Per Student Contract Term: July 1, 20		ts) unlimited calling	5,475	1.50	8,212.50	

PAYMENT INSTRUCTIONS:

Please send Purchase Orders and checks to Edulink Systems, Inc at the address listed above.

Please contact Lisa Freeman at (888) 338-7177 Ext. 212 or ilsa@edulinksys.com with any questions or cancellations. Thank you.

Subtotal	\$8,212.50		
Sales Tax (0.0%)	\$0.00		
TOTAL	\$8,212.50		
Payments/Credits	\$0.00		
BALANCE DUE	\$8,212.50		



Agenda Item Details

Meeting Jun 07, 2017 - RSD Regular Board Meeting

Category 11. Consent

Subject 11.25 Approval of Contract Renewal with Mathematics Engineering Science Achievement (MESA)

MOU for Rio del Valle, Rio Vista and Rio Real Middle Schools FY 2017/2018

Access **Public**

Type Action (Consent)

Preferred Date Jun 07, 2017

Absolute Date Jun 07, 2017

Fiscal Impact Yes

Dollar Amount 30,000.00

Budget Source LCFF Funds (\$10,000/school)

Recommended

Action

Goals

Staff recommends approval of MESA MOU.

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

Public Content

Speaker: Oscar Hernandez

Rationale:

MESA is open to first generation college-bound and/or low income students in grades 6-12. Supervised by school-site Advisors who are guided by UCSB MESA Coordinators, MESA students meet regularly at their schools to work on hands-on Science, Technology, Engineering & Math (STEM) activities and to prepare their MESA projects. Key MESA competitions include Arduino Research and Design Challenge, Bridges, Rube Goldberg, Prosthetic Arm, Gliders, & MESA Think Tank competitions.

MESA enables students to practice the Engineering Design Process through hands-on projects, competitions and activities that build upon the student's STEM knowledge, relevant experience and curiosity. Students are expected to design their projects before starting the construction process, followed by testing, problem solving, and optimizing their creation. The Engineering Design Process entails the steps of asking questions, brainstorming and research, planning, creating and iterating. MESA projects provide students with challenges to develop skills that are utilized by both engineers and scientists. In keeping with integrated Common Core standards, MESA projects require presentation skills (e.g., written report, journal, artistic representation, mathematical concepts/formulas used to solve the challenge).

Students compete for medals with other schools and regionally (even nationally), and prepare for success in STEM college and career fields. MESA students and their families are invited to UCSB's largest STEM outreach event (workshops and competitions), Science & Technology MESA Day, scheduled for March 3, 2018. This is followed by MESA Regionals at UC Santa Barbara scheduled for April 21, 2018, for students who qualify for the Finals competitions. MESA brings in guest speakers to the MESA schools who are STEM professionals and sometimes MESA alumni in STEM professions. We also bring in resources from other grants we apply for, such as brining students onto the UCSB campus to participate in STEM

MESA coordinates with UCSB's College of Engineering, the Office of Education Partnership's outreach programs, and other college preparation programs, via MESA Advisors at partnership schools. In addition to college readiness and STEM academic support, MESA students receive career preparation and contacts from professionals, Industry representatives and MESA alumni. Active MESA students receive extra points in their college applications and are mentored by UCSB's MESA Engineering Program (MEP) students, and UCSB (national) student organizations, including the National Society of Black Engineers (NSBE), Los ingenieros (Society of Hispanic Professional Engineers - SHPE), and Society for Advancement of Chicanos and Native Americans in Science (SACNAS).





UCSB MESA – Rio School District SCHOOL SITE AGREEMENT

Academic Years 2017-20

RIO SCHOOL DISTRICT INFORMATION

District Name: Rio School District

Mailing Address: 2500 E Vineyard Ave #100,

Oxnard, CA 93036

Phone: (805) 485-3111

District Superintendent: John D. Puglisi, Ph.D. District Representative: Oscar Hernandez, Assistant Superintendent, Educational Services District MESA Liaison: Wanda Kelly, Migrant

Instructional Support Teacher

Website: www.rioschools.org/riodelvalle

SCHOOL INFORMATION

1) School Name (full): Rio del Valle Middle

School

Mailing Address: 3100 Rose Ave.,

Oxnard, CA 93036-1807

Phone: (805) 485-3119 Fax: (805) 981-7737 Principal: Adrienne Peralta

School MESA Liaison: Wanda Kelly MESA Advisor(s): Brendan Murphy

CDS Code: 56 72561 60554

2) School Name (full): Rio Vista Middle

School

Mailing Address: 3050 Thames River Dr.,

Oxnard, CA 93036

Phone: (805) 981-1507 **Fax:** (805) 988-6791

3) School Name (full): Rio Real A K-8

Dual Immersion School

Mailing Address: 1140 Kenney St.,

Oxnard, CA 93036

Phone: (805) 485-3117 **Fax:** (805) 981-7739

Principal: Matthew Klinefelter School MESA Liaison: Wanda Kelly MESA Advisor(s): Kevin Rangel CDS Code: 56 72561 0113977

Principal: Dr. Maria Hernandez
School MESA Liaison: Wanda Kelly
MESA Advisor(s): Sonia Tapoa
CDS Code: 56 72561 6055529

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) Schools Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students (including students who will be in their families' first generation of college graduates, and/or who have limited family incomes). To the extent possible by law, MESA emphasizes participation by students from groups with low rates of eligibility for four-year colleges. MESA provides a pipeline of academic services from elementary through university level to increase the number of these students who graduate with baccalaureate degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Rio School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

To accomplish the MESA goals and outcomes, the program consists of four main areas of work:

- 1. Student Academic Development in STEM
- 2. College and STEM Career Preparation
- 3. Teacher Professional Development
- 4. Parent Education and Involvement

Specifically, UCSB MESA program serves students with innovative academic planning for middle and high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites, and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent academic enrichment, STEM education, and college-support information and involvement opportunities. MESA includes leadership and teamwork opportunities for students. It includes professional development for advisors.

This partnership agreement is made, in consideration of mutual conditions and terms, by and among the SCHOOL DISTRICT, SCHOOLS, MESA ADVISOR, and the UCSB MESA CENTER, hereinafter referred to by these terms. Any party may withdraw from this agreement with proper notice and written communication.

This MOU between Rio School District (RSD) and the University of California, Santa Barbara (UCSB) has two

primary purposes: 1) a MESA Program partnership agreement and 2) data sharing between RSD and the UCSB Office of Education Partnerships that houses the UCSB MESA Program.

Under this agreement, RIO SCHOOL DISTRICT and RIO DEL VALLE MIDDLE SCHOOL, RIO VISTA MIDDLE SCHOOL, AND RIO REAL A K-8 DUAL IMMERSION SCHOOL consent to:

- 1. Support MESA's philosophy, objectives and program model.
- 2. Support and implement MESA's targeting policy. MESA was developed and is supported to serve educationally disadvantaged, first-generation college-bound, and/or limited income students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields. If the targeted student enrollment number is first met and maintained, a minimal number (less than 10%) of non-targeted students may be accepted on a case-by-case basis and at the discretion of the MESA Director in consultation with the Rio District Administrators.
- 3. Assign certified mathematics or science teacher(s); or certified multi-subject teacher(s) educated in mathematics, science, technology, or pre-engineering; or a trained after-school assistant supervised by a certified supervisor to serve as the school-site MESA Advisor(s), in consultation with and agreement by the MESA Center Director.
- 4. Provide school facilities and services, at least once a week, for MESA Program activities.
- 5. Provide access to students, student level data, and student academic records, including transcripts, with written parent permission to release student information to UCSB. This access is necessary to select, monitor and guide MESA participants. Sensitive information will be held in strict confidence.
- 6. Maintain an official student enrollment of at least 25-30 eligible students per grade level or per MESA Advisor (1-2 advisors per school site based upon student enrollment and participation in MESA).
- 7. Support MESA student retention and development of cohorts, middle school though high school graduation. To achieve this, a MESA goal is to serve a comparable distribution of student numbers between different grade levels. Emphasis is placed on enrolling MESA students at the school's earliest grade level, and retaining students through their transition to high school, and through high school to graduation.
- 8. Provide release time for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site covers substitute teacher pay. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school or on weekends.
- 9. Compensate MESA Advisor(s) who are fully subscribed and actively participating with a rate determined by the District.
 - a. Generally, fully subscribed and compensated MESA Advisors are involved with MESA students for 6-20 hours monthly depending upon the activity schedule and special events (including MESA Days: mini and pre-MESA Day competitions, Science and Technology MESA Day [Preliminaries]), and Regional MESA Finals) which require additional weekend and evening time.
 - b. Advisors are also expected to participate in MESA and related STEM professional development and training sessions.
- 10. Provide fiscal and administrative management of Rio School District funds and responsibilities necessary for a Rio District MESA Program, assuming responsibility for daily program operations, data collection, financial reporting, and programmatic reporting to UCSB MESA Program.
- 11. Acknowledge and agree that Rio District will provide the services described in this Agreement at no cost to the University or MESA Program.

- 12. Provide bus transportation and travel expenses for Rio District MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, e.g., STEM field trips, interschool site trips, college campus tours, Science & Technology MESA Day, MESA Regional Finals, and professional development activities for MESA Advisors. Generally, student and/or parent activities requiring bus transportation are limited to 4 trips per academic year, and are arranged by the Rio District.
- 13. Provide travel related expenses (e.g., lodging, meals, registration fees, materials) for qualifying students, their advisors and chaperones, and parents for occasional MESA events requiring lengthy trips and overnight stays (typically, in two-year cycles for Regional MESA Day Finals at CSU Fresno or UC Santa Cruz), or other MESA Day events (including MESA Statewide Championships if students qualify in the National Engineering Competition), and special MESA Family events (e.g., MESA Family Day).
- 14. Provide regulation materials and equipment for students, advisor/teachers, and parents as needed for official MESA projects, program implementation, advisor needs, and related events (including MESA Day participation expenses), or upon agreement pay UCSB MESA Center for necessary supply purchases. Generally, MESA supplies expenses are in the \$2000/year range per school-site program, depending upon numbers of MESA students and the Advisors' projects and needs.
- 15. Extraneous STEM materials and supplies for supplementary, unofficial, and non-MESA-related project activities are provided by the school or district, not the MESA Center.
- 16. Compensate UCSB MESA Program for the MESA Coordinator support and administrative services provided to the Rio District MESA advisors, students, and parents, not to exceed \$10,000 each academic year per school site (based on actual UCSB MESA costs per student).
- 17. Provide facilities at the school site(s) for parent / family MESA programs (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.
- 18. Provide food and related supplies for students and families during STEM and MESA events, including after-school and weekend activities, Family MESA Nights, field trips, and end-of-year awards celebrations.
- 19. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center Coordinators to insure that MESA students complete Algebra I (or Common Core equivalent) by the end of grade 8.
- 20. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that MESA students complete a 4-Year Academic Plan that fulfills A-G and college-entry requirements by the end of grade 8.
- 21. Assist the MESA Center staff in identifying potential field trip sites, guest speakers, or other enrichment opportunities that foster program objectives.
- 22. Keep the MESA Center and staff informed about school policies, administrative changes, course options and proceedings (e.g., student/parent handbooks, new course descriptions, academy developments, newsletters, and curriculum advancement, general school program information sessions, and include the MESA Program on the community partners' mailing list and district / school program websites).
- 23. Defend, indemnify and hold University of California, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable 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 School District, its officers, agents or employees.
- 24. Insure, at its sole cost and expense, its activities in connection with this agreement and obtain, keep in

force, and maintain insurance as follows:

A. COMMERCIAL FORM GENERAL LIABILITY (contractual liability included) with minimum limits as follows:

1.	General Aggregate	\$2,000,000
2.	Decide to 10	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. BUSINESS AUTOMOBILE LIABILITY

For District owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

- C. WORKERS' COMPENSATION as required under California State law.
- D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and Provider against other insurable risks relating to performance.

E. ADDITIONAL REQUIREMENTS:

- 1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
- 2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
- 3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as

follows: REGENTS OF THE UNIVERSITY OF CALIFORNIA Contracts and Property Office 3203 SAASB Bldg. University of California Santa Barbara, CA 93106

Certificates shall provide for advance written notice to University in accordance with
policy provisions of any modification, change, or cancellation of any component of the
insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

- 1. Support the terms outlined above in the District / Schools' section of this agreement.
- 2. Serve as the facilitator for the MESA Program at the school site, and work closely and cooperatively with MESA Center staff to ensure the program's suitable implementation.
- 3. Attend, participate, and supervise MESA-sponsored activities, including: regular student activity sessions, STEM education field trips, college campus tours, MESA Academies, Preliminary MESA Day

- Competitions (including Science & Technology MESA Day), Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
- 4. Participate in professional development, including periodic MESA Advisor meetings, advisor training(s), webinars, and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 4 times a year, and attendance is required. On-site meetings with MESA Coordinator(s) are held as needed and requested by the Advisor and/or MESA staff. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
- 5. Coordinate the identification and recruitment of eligible students for the school site program within the established guidelines, per the School's section of agreement which reads as follows: Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
- 6. Meet deadlines for MESA deliverables, including: student enrollment, students' sign-up, communications' response, data submission, permission forms.
- 7. Review or proper completion and required signatures, and submit to the MESA staff required Student Enrollment documents and Waivers by the associated deadline(s), which will be November of each academic year.
- 8. Maintain and submit monthly, accurate, clear and detailed Student Activity Records.
- 9. Convene MESA students and conduct hands-on mathematics/science enrichment activities after-school, or during a designated additional time period, for at least 1-2 hour per week. Activities should be focused on MESA Day events, and help promote related academic concepts, engineering design approach, and potential college and career opportunities. Collaborate with MESA Coordinator(s) to present academic preparation, college awareness and STEM career information to students.
- 10. Implement, not necessarily exclusively, the curricular resources provided by the MESA Center and MESA Statewide.
- 11. Collaborate with MESA staff and school personnel to provide academic preparation, college readiness, and STEM career information for parents of MESA participants.
- 12. Communicate regularly and promptly with the MESA Program Director, MESA Coordinator, and MESA Center Staff, particularly with respect to program progress, needs, concerns or special requests.
- 13. Promote academic preparation and college motivation information with students, and assist MESA staff with academic preparation exercises for students.
- 14. Assist the MESA Center in identifying potential field trip sites, guest speakers, related STEM and academic preparation programs, or other enrichment opportunities that foster program objectives and student achievement.
- 15. Assist the MESA Center in identifying potential field trip sites, guest speakers, other enrichment opportunities, and resources that foster program objectives.
- 16. Inform the MESA Center staff as soon as possible about any concerns or projected changes regarding MESA Advisors.
- 17. Complete Surveys and provide the MESA Center with feedback on experiences and how to improve the program's operation, success, efficiency, and curricular resources.

18. Maintain and submit accurate, clear and detailed receipts — within a short period of time - for any materials purchases that, previously, were requested and approved in writing by either the MESA Center Director or school site administrator.

Under this agreement, and subject to available funding, the *University of California, Santa Barbara MESA Schools Program* consents to:

- Provide personnel to advise about the coordination and implementation of the MESA model.
 This includes consultation about the coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites.
- 2. Work closely and cooperatively with the MESA Advisor(s) to develop and implement the MESA Program.
- 3. Assign a coordinator or mentor to make periodic site visits during regular MESA activities to assist the MESA Advisor(s) with MESA Day project preparation, academies, pre-competitions, and STEM activities.
- 4. Be informed, and involved as needed, in the selection of the MESA Advisor(s), in consultation with the School Site Administrator, and to be reviewed at the start of each new academic year.
- 5. Plan and conduct four annual Advisor Meetings or information sessions.
- 6. Provide the MESA Advisor(s) with review sessions, trainings and professional development opportunities related to the MESA model.
- 7. Assist school-site personnel and Advisor(s) with the recruitment, selection, enrollment, and retention of eligible MESA student participants.
- 8. Maintain and use all student data provided by the school site in strict confidence and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
- 9. Conduct, guide or assist with orientation and recruitment sessions for prospective MESA student participants and their parents, in partnership with the site MESA Advisor.
- 10. Maintain and submit official MESA enrollment records and reports regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
- 11. Provide educational and STEM activities for parents of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
- 12. Work closely with MESA Advisor(s) to provide academic preparation, college knowledge, career information, particularly in STEM fields, for MESA students.
- 13. Coordinate recurrent MESA events, including Science and Technology MESA Days, and Regional MESA Days.
- 14. Provide facilities at UCSB or affiliated local college sites for special MESA activities.
- 15. Act as the liaison between the district, school sites and the Statewide MESA Office and affiliated MESA Centers.
- 16. Manage the administrative responsibilities of the program.
- 17. Order and deliver regulation MESA competition rules, materials and supplies as needed for students' MESA activities and events, and invoice the district for payment.

18. University shall defend, indemnify and hold School District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable 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 officers, agents or employees.

Under this agreement, the RIO SCHOOL DISTRICT and RIO DEL VALLE MIDDLE SCHOOL, RIO VISTA MIDDLE SCHOOL, AND RIO REAL, a K-8 DUAL IMMERSION SCHOOL consents to the following data sharing:

This agreement, states the conditions under which the Rio School District (hereinafter referred to as "SCHOOL DISTRICT") may release personally identifiable student information to the University of California, Santa Barbara and their Authorized Users (hereinafter referred to as "UCSB Authorized Users - UCSB administrators, program directors and staff)" in the Office of Educational Partnerships (OEP) (listed in Section 2.3). The primary purpose of releasing the personally identifiable information is to allow UCSB's Authorized Users to provide direct educational program services to RSD students through OEP and to conduct institutional and program evaluation of these services to identify appropriate academic and policy-related interventions related to enhancing student achievement. This agreement to allow the release of personally identifiable student information is written under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

1. Statement of Work

- 1.1 Responsibilities of the University. OEP's work focuses on increasing college going rates, in particular, improving academic preparation, college awareness and planning, and enhancing parental leadership and school involvement. Our Mathematics, Engineering, Science Achievement (MESA) program deliver services that are targeted to students with the greatest need. Students with the greatest need are determined by their overall academic performance, in particular, performance in key content areas (English, math, and science) as well as standardized tests such as the CAASPP. OEP is funded by state funds to serve educationally disadvantaged, first-generation college-bound, and/or limited income students.
- 1.2 Responsibilities of OESD.
 - Provide access to MESA student education records pursuant to the terms in sections 2 and 3 of this agreement
 - Communicate regularly and promptly with OEP staff, particularly with respect to changes, concerns or special requests
 - Provide timely responses to communication

2. Parties

- 2.1 The University's performance hereunder shall be under the direction of Mr. Mario Castellanos (herein the "Representative"). In the event that the Representative becomes unable or is unwilling to continue work under this Agreement the University shall work with RSD to appoint a mutually agreed upon Representative for the duration of this Agreement.
- 2.2 The University's Representative may also be represented by other persons associated with the University and Representative to assist in any phase of the programs services effort. If applicable, this includes Dr. Micaela Morgan, OEP K-12 Programs Director and Dr. Lisa Rodriguez, OEP Evaluator.
 - 2.3 The University's Authorized Users UCSB administrators, program directors and staff are limited

exclusively to the following program staff positions (not individuals regardless of position): OEP Executive Director, OEP Evaluator, K-12 Programs Director, MESA Director, and MESA Coordinator. Qualified UCSB Authorized Users shall be proficient and experienced in managing confidential data.

Dr. Micaela Morgan – OEP K-12 Programs Director and MESA Director Enrique Guzman – MESA Coordinator Rocio Mora – MESA Coordinator Mario Castellanos – OEP Executive Director Dr. Lisa Rodriguez – OEP Evaluator

- 2.4 The RSD Representative is Wanda Kelly, Migrant Instructional Support Teacher, who will coordinate the approval of all evaluation research and data disclosure. The RSD Representative will monitor the evaluation research and data use to ensure that it is being conducted as proposed and meets the obligations of this agreement.
- 2.5 The RSD Sponsor is Dr. John Puglisi, District Superintendent. The RSD Sponsor will be the primary point person for RSD, and will monitor the program services to ensure that they are being conducted as proposed and meet the obligations of this agreement.

3. Disclosure of Student Records Data and Compliance with FERPA

- 3.1 The University will adhere to all legal requirements, including but not limited to the provisions of the Federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g). For the purposes of this agreement, the University will use data collected by the University and disclosed by SCHOOL DISTRICT in the performance of this agreement for a purpose other than those authorized under §99.31 of Title 34, therefore the University shall obtain parental consent for disclosure of student records using the SBUSD form in Exhibit A. Nothing in this agreement may be construed to allow either party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation. In particular, the University will not disclose any data contained under this agreement in a manner that could identify any individual student or the student's parent(s)/guardian(s), per 34 CFR §99.31 (6)(ii)(A), except as authorized by FERPA.
- 3.2 The University will abide by information re-disclosure limitations per 34 CFR §99.33 (a)(1); §99.33 (a)(2). Data that contain personal information from students' education records are protected by the FERPA (20 U.S.C. §1232g) and may not be re-released without consent of the parents or eligible students. In no event will any personally identifiable information be released to any person or organization other than the UCSB's Authorized Users listed in Section 2.3 and SCHOOL DISTRICT;
- 3.3 The University shall destroy or return to the RSD Representative all data obtained under this agreement upon the earlier of i) termination of this agreement, or ii) when data are no longer needed for the purposes for which the agreement is drawn. In any event, return or destruction of data shall not occur later than 7 years after the child reaches the age of maturity (18 in California).
- 3.4 The University's single authorized Representative to request student and/or employee records data, if applicable, is the OEP Evaluator. This request will be sent via an email from the OEP Evaluator to the RSD Representative.
- 3.5 RSD agrees to temporarily release student records for the duration of this agreement to University subject to FERPA and RSD policies and procedures. RSD agrees to do so by creating secure single-user accounts in the student information system to disclose the following student records data and Personally Identifying Information to the UCSB Authorized Users listed in Section 2.3 as the representative(s) of the University:
 - o Student Name
 - Student Local ID

- o CA State ID
- O Smarter Balance Test Data
- o California English Language Development Test Data
- o Spanish Assessment of Basic Education Test Data
- o A-G and Other Courses Taken
- o Course Grades
- o GPA
- o Attendance
- o Internal Benchmark/Assessment Data
- o Parent Education Level
- o Free and Reduced Lunch status
- o Language Classification
- o Gender
- o Ethnicity
- o Home Phone
- o Mailing Address
- o Enrollment History
- o Current Enrollment Site and Grade Level
- 3.6 University's Representative(s) is permitted to disclose student records and Personally Identifying Information to other UCSB project personnel, but only to the extent this information is required by project personnel to meet their obligations to the performance of this agreement.
 - 3.7 The University's Representative(s) will not use any information in the student's record for any purpose other than those required or specifically permitted by the contract.
 - 3.8 A description of the procedures by which a parent, legal guardian, or eligible student may review personally identifiable information in the student's records and correct erroneous information will be provided by the University Representative(s).
 - 3.9 A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.
 - 3.10 A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced.
 - 3.11 The University Representative(s) will not use any personally identifiable information in student records to engage in targeted advertising.
 - 3.12 The SCHOOL DISTRICT reserves the right to withhold personally identifiable student data from UCSB's Authorized Users at any time.
- 3.13 The SCHOOL DISTRICT and The University agree to hold the data in strict confidence. The University shall retain data furnished by the school/district and in a place physically secure from access by unauthorized persons. Data in electronic format including, but not limited to, hard drives, CDs or diskettes shall be stored and processed in such a way that unauthorized persons cannot retrieve the data by means of computer, remote terminal or other means. The SCHOOL DISTRICT and the University agrees that any computer on which the data reside will be password-protected at all times. All data shall be sent via a security encrypted site.

4. Reports

- 4.1 The University shall provide RSD with an interim technical report by June 30 annually to the RSD Representative. A final technical report (herein the "Report") of program outcomes is due within ninety (90) days after the end date of this Agreement to the RSD Representative. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified.
- 4.2 The University and RSD acknowledge and agree that RSD may not and will not disclose to the UCSB Representative any personally identifiable information (PII) from student and/or employee records unless as specified under Section 7 of this Agreement. All data in reporting must be presented in aggregate form, such that any individual student or the student's parent(s)/guardian(s) may not be identified, unless the report is for internal RSD staff use only.

5. <u>Performance Period</u>

5.1 The period of performance and the term of this Agreement will commence on July 1, 2017 and will conclude on August 30, 2020; it may be renewed every three years by a modification to this agreement pursuant to section 13.

6. Cost

6.1 The parties acknowledge and agree that the University will provide the services described in this Agreement at no cost to RSD. The parties acknowledge and agree that RSD will provide the services described in this Agreement at no cost to the University. The cost of fingerprinting and TB testing will be borne by UCSB; RSD will not provide reimbursement.

7. Publication

7.1 RSD does not permit that the University use the information and the data collected by or provided to the University in connection with this Agreement for research purposes such as academic research conferences or scientific publications.

8. Governing Law

8.1 This Agreement will be governed by, and interpreted in accordance with, the laws of the State of California as applied to contracts made and performed in California, and without regard to the conflict of laws provisions thereof.

9. Notice

9.1 Whenever any notice is to be given hereunder, it will be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail to the addresses given below:

If to the University:

Mr. Mario Castellanos

Executive Director, Office of Education Partnerships

1501 South Hall

University of California, Santa Barbara

Santa Barbara, CA 93106-3011

If to RSD:

Dr. John Puglisi Superintendent Rio School District

2500 E Vineyard Ave, #100

Oxnard, CA 93036

With a copy to:

Wanda Kelly

Migrant Instructional Support Teacher

Oxnard School District

2500 E Vineyard Ave, #100

Oxnard, CA 93036

10. Termination

10.1 Either the University or RSD may terminate this Agreement without cause and without liability to the non-terminating party by giving at least thirty (30) days written notice to the other party.

11. Publicity

Neither party shall use the name, trade name, trademark, or other designation of the other party in connection with any products, promotion, or advertising, without the prior written permission of the other party.

12. Indemnification

- 12.1 RSD shall defend, indemnify, and hold the University, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of RSD, its officers, agents or employees.
- 12.2 The University shall defend, indemnify, and hold RSD, its officers, employees, and agents harmless from and against all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, agents or employees.

13. Entire Agreement and Modification

13.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed by an authorized signatory of each party hereto.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2020.

Under this agreement, Oxnard School District and the University of California Santa Barbara MESA Schools Program consent to the following:

- 1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
- This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2017. Under this agreement, Rio District and the University of California Santa Barbara MESA Schools Program consents to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.

2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES	
Rio School District	
	Date
The Classical American	
Rio School District	Date
Rio Board Approval Date	
Please print two copies. Send both original documents with appro	nriate signatures to this address.
UC Santa Barbara	g org
MESA Program	
c/o Office of Education Partnership	os.
1501 South Hall – M.C.	
3011 Santa Barbara, CA	
93106	
TEL: 805.893.8347	
FAX: 805.893.3871	
1124 005.055.5071	
When all signatures and Board approval are received, RSD and UCSB Mcopy.	IFSA will each receive and it
copy.	ESA wat each receive an original
Dr. Micaela Morgan, UCSB Office of Education Partnerships	
UCSB K-12 Programs Director and Director of MESA Programs	Date
- Tradati Togianis	
Mario Castellanos, UCSB Office of Education Partnerships	Date
Executive Director and UCSB MESA Co-Principal Investigator	~~ 400W
_	
Glenn Beltz, UCSB College of Engineering Associate Dean	Date
and UCSB MESA Principal Investigator	Law

11.26

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Agenda Item Details

Meeting Jun 07, 2017 - RSD Regular Board Meeting

Category 11. Consent

Subject 11.26 Approval of Contract RenewalMcGraw-Hill Education (formerly known as Redbird Learning)

Agreement FY 2017/2018

Access **Public**

Type Action (Consent)

Preferred Date Jun 07, 2017

Absolute Date Jun 07, 2017

Fiscal Impact Yes

Dollar Amount 39,400.00 **Budget Source**

Recommended

LCFF Funds

Action

Staff recommends approval McGraw-Hill Education agreement for 2017-2018 school year.

Goals

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

Public Content

Speaker: Oscar Hernandez

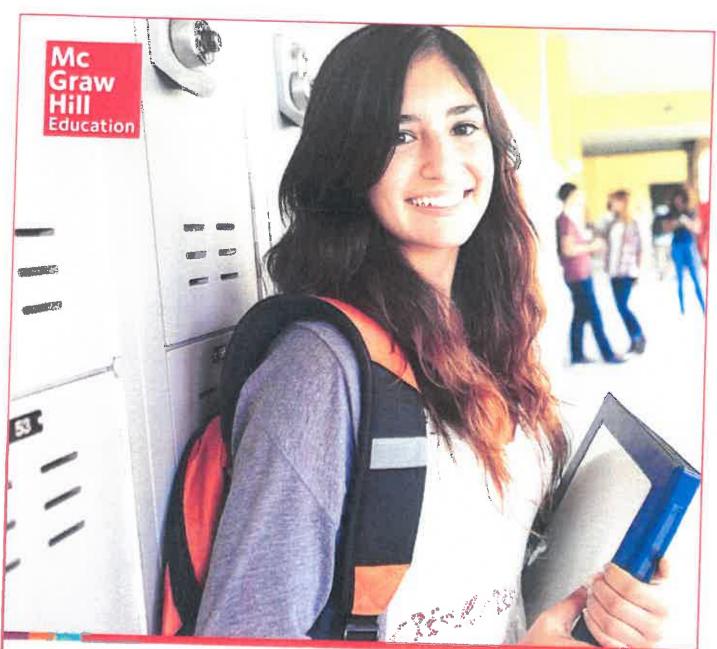
Rationale:

Redbird Advanced Learning team also included many researchers, developers, and implementation specialists from the originating Stanford program. Redbird Advanced Learning is guided by the immense knowledge and groundbreaking contribution of collaborators who continue Redbird-sponsored research at Stanford University.

Rio School District will save a total of \$15,185 dollars from last year's cost.

Scope of Project

- 1. 21 st Century Learning Readiness Assessments for 8 schools-Redbird will assess each school's readiness across various criteria including current instruction plan, technology infrastructure, staff proficiency and culture.
- 2. 21 St Century Planning and Design Program for 8 schools-Redbird will work with school and district leadership to develop an implementation plan and design for overall vision, priorities, and Blended Learning model.
- 3. 21st Century Learning Implementation
- Content Implementation-The Redbird Team will work collaboratively with the Rio Team to implement various digital content types identified, based on the instructional design model developed in Phase 2.
- Redbird Mathematics-Developed by Stanford University, the Redbird Mathematics curriculum will feature the latest adaptive instruction, gamification, and digital project based learning. This K-7th grade curriculum is designed specifically to meet the requirements of Common Core (Focus, Coherence, and Rigor)
- 21st Century Learning Professional Learning and Ongoing Support
- Building Capacity across district and school leadership and teachers
- Program Management
- Blended learning implementation support for School Leaders and Teachers
- Redbird Curriculum implementation support and coaching





Professional Development Scope of Services

July 1, 2017-July 1, 2018
In Partnership with McGraw—Hill Education

Because learning changes everything.





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Collective Impact

The McGraw-Hill Education Partnership and Difference

McGraw-Hill Education is built on core values and principles that support a strong spirit of partnership with the school district communities that we serve. It is with great pride that we focus our efforts on improving student learning outcomes and engagement. The MHE partnership model is one centered on the agility and flexibility required in the ever-evolving landscape of education.

In considering how to best promote personalization in student learning, the following is some of our research lens:

- Passive students transform into active learners as they engage in activities that appeal to their natural curiosity and help them see their potential (Farrington, 2012).
- Automatic feedback provided as students learn facilitates mastery of concepts, which measurably improves academic success (Pea, 2014).
- Mindset, or student's belief about his or her ability to learn, greatly influences attitudes, academic behavior, and persistence in the face of challenges. Research has shown that this factor can be shaped very easily by a student's learning environment (Yeager & Dweck, 2012).

McGraw-Hill Education recognizes the collective impact that we can have in partnership with the Rio School District, when we center our efforts on student achievement and diverse learning strategies. There can and will be systematic change when we align our vision, our tools and our commitment. This model can then be scaled to ensure the sustainable success that we both seek.

The goal of this proposal is to deliver some insight into our collaborative capabilities in this space. The mission will be constructed with fidelity and will encompass these key components:

- Professional learning for teachers to support blended and personalized learning initiatives.
- First class service and support from both local and organizational resources.

McGraw-Hill Education is very proud of the trusted partnership that we have built with the Rio School District over the past couple of years. This is a relationship for which we have a tremendous amount of respect, and it will be our honor to continue our momentum in this transformative work together.



The Professional Development Model

Creating Capacity to Leapfrog

Ongoing and systematic professional development is a critical part of our collaborative mission. The goal of the professional development model is to advance the effectiveness of teaching and learning in digital environments. We will pivot together toward true personalization in instruction which will ultimately lead to increased student achievement. We recognize that tools don't change learning spaces, teachers do, so they will be the foundation of this movement.

We are proposing a three-tiered professional development model:



Redbird Learning Professional Learning Platform (PLP) 246 licenses

Advanced Blended Learning Strategy

- 1-teacher training,
- 2-implementation review visits
- 2-3 leadership coaching sessions

McGraw-Hill Client Care Support 30-minute monthly leadership check-in Monthly data review and analysis



Redbird Professional Learning Platform

Redbird Advanced Learning, a division of McGraw-Hill Education, collaborated with Stanford University's Graduate School of Education (GSE) to reimagine professional development for the 21st century. One of the outcomes of this collaboration is the Redbird Professional Learning Platform (PLP), which includes a highly personalized virtual learning experience that prepares teachers for blended and digital instruction environments, coaching, and implementation planning for the most effective professional development of teachers and teacher leaders.

The professional learning is **highly engaging, self-paced**, and **self-directed** and includes opportunities for teachers to collaborate virtually and in-person. It is delivered using a blend of meticulously crafted short videos, interactive activities, texts, social learning, collaborative exercises, and instructor guidance that engage, challenge, and ultimately inspire teachers.

Content is organized into modules, each providing 30-45 minutes of instruction and application to meet the needs of on-the-go teachers while ensuring focus and engagement throughout the learning experience. Throughout the experience, teachers receive checks for understanding, frequent motivation, and points to incentivize continued learning. Online and real world projects create direct connections between learning and practice.

BLENDED LEARNING SCORECARD

Biended Learning represents a fundamental shift in the classroom and involves leveraging technology to alford each stricters a more purposalized tearning experience, thesizing increased control over the time, place, path and/or pace of her/his learning." The Paddard Ofended Learning the text inspect to histo educators understand the tay impact drump the efficacy and effortive of the Biended Learning initiative and access the quarty of implementation.

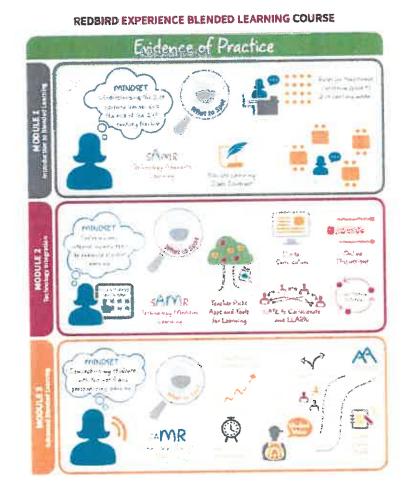






Each tile consists of 5 multi-modal activities—Guide, Learn, Apply, Connect and Dive—placed consistently and color-coded across the tiles.

- 1. Guide: Teachers watch a video that introduces the tile's topic. Teachers may elect to interact with the tile's Redbird Professional Learning Specialist via email (maximum response time is 48 hours).
- 2. Learn: Teachers view 3-4 minute videos that are engaging and filled with substantive content, not just talking heads and PowerPoints. Videos are accompanied by related text.
- 3. Apply: Teachers are provided with a simulation of practice opportunity. Here, teachers complete an interactive activity, applying the tile's content to a real-life situation.
- 4. Connect: Teachers connect with their peers by sharing opinions and by responding to questions posed by the platform to the community of participating teachers via a Twitter-like social media thread, all of which is designed to encourage grassroots sharing of pedagogy.
- Dive: Teachers have the incentivized opportunity to dive deeper into a tile's concept.



The Redbird PLP is a web-based resource that is available to teachers, school administrators, and school district administrators 24/7 from a PC, laptop, or mobile device. Teachers are not limited to moving through the tiles in a pre-determined order. While our organization of tiles suggests a logical and scaffolded approach, teachers are free to follow their interests within the module by completing the tiles in the order of their choosing. By avoiding a one-size-fits-all approach, the Redbird PLP encourages teachers to take ownership of their learning and fully engage with the material.





CONTENT BY MODULE

Module 1: Introduction to Blanded Learning

Module 2: Integrating Technology into Classrooms

Module 3: Advancing Your Blended Learning Practice Educators are introduced to the concept and purpose of brended learning. They are exposed to the evolving role of the teacher and the pends of digital native students. Educators begin to reconsign their disasproms.

Module One

Scafford	The Number	The Roma
	1	Learners in The 21st Century Classroom
The Modern Classroom & 21st Century Learner	2	The Technology-enhanced Classroom
	3	The 21st Century Teacher
What and Why Elended Learning?	4	A Glandad Learning Solution
	1	The SAMR Framework and Redefining Instruction
	157	Blended Learning Modera in Action
Blended Leening Modris & Your Blanded Leaning Transformet or	7	Building a Brended Learning Cultum in Your Chastoon
	R	Rathinking Instructional Design Involugit Blandes Learning and Universal Design for Learning
	. 9	Transforming Traditional Classrooms

Module 1: Introduction to Blanded Learning

Module 2: integrating Technology into Cleasrooms

Module 3: Advancing Your Blanded Learning Practice Educators explore how to effectively integrate technology into their closerocine. They start with understanding digital content and progress to applications and tools. Teachershave apparamics to create lesson plans initiating technology and learn how to use digital tools responsibly.

Module Two

Scaffe	Number	The Morne
	1	Understanding (Egital Curriculum
Getting Started with Digital Content	2	Exploring Digital Correctors
A STATE OF THE STA	S	Selecting the Right Digital Cymiculum
	4	Applying Digital Cumculum in a Real Setting
	5	Discovering Useful Apps & Toch
Excanding Model ligs with Digital Tee's	*	Introduction to Google Apps for Education
	3	Applying SAMR to our New Toers
	57	Regrenting Your Lesson Plans
Leason Planning: Building on What L Do Wei	9	A Blended Learning Lesson Plan
	10	Integrating Blanded Learning into a Unit on: Semester
Digital Citizensh p	11	Oigital Onzenship - Awarmness & Protector Orgital Onzenship - Networking in the New World
	12	Digital Citizenship - Footbanks in the Cyber Sand



Rio School District | Proposed 2017-2018 Scope of Services

CONTENT BY MODULE

Module 1: Introduction to Elevided Learning

Module 2: Integrating Technology free Giseprosties

Module 3: Advancing Your Blended Learning Practice Educators are exposed to the next level of technology integration. They learn best practices in classroom management and managing data. Teachers are introduced to a world of tools and dispover techniques and strategies to dave personalization and student ownership.

Module Three

Scarrold	Tie Number	The Hame
	7	Casarcom Management Basics
iow: to Manage All This and My Bulliants Tool	2	Clauserson Menageman, and the Brendoo Learning Classroom
	;3	Why Use Date to Drive Instruction
air to Senou of the Numbers	(3)	Analyzing Student Data
	3	Using Data to Adjust Instruction
	4	Personalizing Instruction
Sec Successful Students Need	7	Азмонители Гоговря Радинер.
CHIESE PROPERTIES PROPERTY CO. LANSING	8	Personalization through Problem-based Laurium
	9	GAPE Again' Scottle Triple!
ings Revisited: 1 ve Gat. Now Let's	10	Your Turn to Select Apps
leafly Use it!	k ţ	Putting Your Apps to Work
	12	Driving Student Ownership





Description of Courses, Services, and Fees

bescription of Courses, Services, and Fees			
PLATFORM LICENSES and PROFESSIONAL DEVELOPMENT SERVICES			(F E-1)
Description	Cost/Unit	# of Units	Total Cost
REDBIRD PROFESSIONAL LEARNING PLATFORM annual teacher licenses, including access to currently available courses: Blended Learning (3 Modules), GAFE & PBL). ¹	\$150/teacher per year	246	\$36,900
REDBIRD PROFESSIONAL LEARNING PLATFORM teacher training to ensure increased usage over 2017-2018	\$2500/day	1	\$2,500
On-Site Observation and Implementation Review Visits (2 visits)	Included	N/A	Included
Leadership Coaching (building internal capacity for observation and coaching within Rio) 2-3 visits	Included	N/A	Included
Ongoing implementation and Client Care support to leadership (monthly 30 min check-in meetings)	Included	N/A	Included
Ongoing review and checks of teacher progress to assess and ensure high quality work product	Included	N/A	Included
Platform Licenses & Professional Development Services Subtotal			\$39,400
TEACHER TRAINING AND IMPLEMENTATION SUPPORT			1
SUBTOTAL	The same of		\$39,400
TOTAL			\$39,400





McGraw-Hill Education Team

McGraw-Hill Education is committed to a long-term, sustained partnership with the Rio School District. We will work with the district to sustain and scale a successful implementation model.

Your dedicated McGraw-Hill Education team includes:

Cassondra Corbin-Thaddies

Director, Professional Development, FL 561-502-0504 cassondra.thaddies@mheducation.com

Rick Lenkey

National Vice President 614-620-9112 rick.lenkey@mheducation.com

Valarie Ward

Data Analyst Valward92@gmail.com

Chris Willig

President 614-430-4457 christine.willig@mheducation.com



Your Partner in Education





11.27



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.27 Approval of Contract Renewal Sokikom Service Agreement FY 2017-2018

Access

Public

Туре

Action (Consent)

Preferred Date

Jun 07, 2017

Absolute Date

Jun 07, 2017

Fiscal Impact

Yes

Dollar Amount

76,460.00

Budgeted

Yes

Budget Source

LCFF funds

Recommended

Action

Staff recommends approval of Sokikom renewal agreement.

Goals

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

Public Content

Speaker: Oscar Hernandez

Rationale:

Sokikom is an online program that uses positive reinforcement, social learning and personalization to help teachers get students excited about math. Educators can make timely, data-driven decisions for successful differentiated instruction and motivate students to solve math problems more frequently. The program enhances students' learning experience with a fun, interactive interface that provides them with math activities that are aligned to Common Core and streamlined to minimized classroom management.

Sokikom will provide elementary students, teachers and principals access to math program from August 1, 2017 through July 31, 2018 as per the number of sites and licenses purchased.

Sokikom 1 year quote.pdf (46 KB)

Rio17-18SokikomAgreement.pdf (111 KB)

Administrative Content

Executive Content



Sokikom 1757 Blossom Hill Rd Ste 20 San Jose, CA 95124 Phone (650) 564-4384 orders@sokikom.com www.sokikom.com

Quote

ADDRESS

Rio School District 2500 E Vineyard Ave, #100

Oxnard, CA 93036

DATE 05/23/2017 TOTAL \$76,460.00

QUOTE # 011764

QUOTE VALID UNTIL:

06/30/2017

ACTIVITY	QTY	V4.1.1	
Soldkom Site License	QIT	RATE	AMOUNT
Sokikom Common Core Math Program Software License for the 2017/2018 School Year (August 1, 2017 through June, 30 2018) - up to 500 students	6	10,000. 00	60,000.00
Sokikom Student License Sokikom Common Core Math Program Software License for the 2017/2018 School Year (August 1, 2017 through June, 30 2018) - per student	598	20.00	11,960.00
District Implementation Review Meetings 3 sessions to review Sokikom implementation and data	1	4,500.0	4,500.00
CONTACT:	The second section of the second section of the second section	M Marian age of 7	
Please email all purchase orders to orders@sokikom.com or fax to (866) 233-9041.		\$70	6,460.00

If you have any questions regarding this quotation, contact Kaitlyn Tessmer at 650-564-4384 or orders@sokikom.com.

*This quotation is subject to the terms & conditions listed in the Sokikom Service Agreement

THANK YOU.

Accepted By

Accepted Date

SOKIKOM SERVICES AGREEMENT

This services agreement (the "Agreement") is made and entered into this 1st day of June, 2017 (the "Effective Date"), by and between Virtual Learning Technologies d/b/a as Sokikom ("Sokikom"), having its principal place of business at 1757 Blossom Hill Road Unit 20, San Jose, California, 95124, and Rio School District ("RSD") having its principal location at 2500 E Vineyard Ave, Suite #100, Oxnard, CA 93036 (collectively the "Parties").

NOW, THEREFORE, IN CONSIDERATION OF and as a condition of the Parties entering into this Agreement, the Parties agree as follows:

Article 1 Sokikom Services

- 1.1 Provide elementary students, teachers, and principals with access to Sokikom's research-based, online collaborative math program from August 1, 2017 through July 31, 2018 as per the number of sites and licenses purchased in quote# 011764.
- 1.2 Provide 3 district implementation review meetings to ensure effective implementation of Sokikom, including collecting needed data.
 - a. These will be conducted in-person with 1 team-member from Sokikom
 - WHEN: Exact review dates must be scheduled by RSD by the deadline listed in §2.2. Any dates not scheduled by the deadline will be scheduled by Sokikom based on Sokikom's availability.
- 1.3 To help RSD meet obligations §2 in a timely manner, Sokikom's School Success Team will be in touch and available for support.
- 1.4 All cancellation of meetings need to meet the minimum time requirements to be eligible for rescheduling. The minimum time requirements is four weeks.

Article 2 RSD Obligations

- 2.1 RSD will work with Sokikom staff to schedule all trainings listed in Article 1.

 2.a Deadline: September 30, 2017
- 2.2 Meetings (Principal or teacher trainings) that are cancelled cannot be refunded. Training meetings must have three weeks of advanced notice to be rescheduled to allow for service goals to be met.

Article 3 Compensation and Term

- 3.1. Sokikom will be compensated \$76,460.00 to provide services as mentioned in Article 1. See attached quote# 011764 for details.
- 3.2. The contract number from RSD for §3.1 will be received by Sokikom no later than July 31, 2017.
- 3.3. The Contract will begin on the date Sokikom receives the contract number and will continue until July 31, 2017.

Article 4 Data Privacy, Confidentiality and Security

- 4.1 All Personally Identifiable Information (PII) and other non-public information and Data include, but are not limited to, student data, metadata, and user content. ("Data")
- 4.2 Sokikom may use de-identified data for product development, research, or other purposes. De-identified Data will have all direct personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, and school ID. Furthermore, Sokikom agrees not to attempt to re-identify de-identified Data to any part unless that party agrees not to attempt re-identification. ("De-Identification")
- 4.3 Sokikom understands that RSD is a California public entity subject to all State and Federal laws governing education, including but not limited to California Assembly Bill 1584, ("AB 1584"), the California Education Code, Children's Online Privacy Protection Act, ("COPPA"), and the Family Education Rights and Privacy Act, ("FERPA"). Along with RSD, Sokikom shall also comply with all Federal, State and Local laws, rules and regulations with the following terms and conditions to help protect pupil records, as that term is defined by Education Code §49073.1 ("Pupil Records") and the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99).
 - 4.a1 Pupil Records Property of District. Pupil Records shall continue to be the property of and under the control of the District. For purpose of this agreement, "pupil records" means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee.
 - 4.b1 <u>Pupil-Generated Content.</u> Notwithstanding the provisions of section 4.a.1, pupils shall retain ownership and control of pupil-generated content, or may transfer pupil-generated content to a personal account by notifying the District in writing of such request. The District will provide a written request to Sokikom. The pupil-generated content will be returned in a format acceptable to the District within thirty (30) days of receiving the District's request.
 - 4.c1 <u>Use of Information in Pupil Records</u>. Sokikom shall not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement.
 - 4.d1 <u>Personally Identifiable Information</u>. Sokikom shall provide access to review the personally identifiable information in the pupil's records and correct erroneous information to the pupil's parent, legal guardian, or the eligible pupil

after a written request from pupil's parents/legal guardian to the District has been received.

- 4.el Security and Confidentiality of Pupil Records. Sokikom will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alterations, and use. Such measures will be no less protective than those used to secure Sokikom's own data of similar type. Sokikom shall not use or disclose pupil records received from or on behalf of District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. Sokikom will designate employees to be responsible for securely maintaining and protecting Pupil Records. Sokikom will ensure that the designated persons have or will receive all training and information necessary to securely maintain and protect Pupil Records.
- 4.fl <u>Unauthorized Disclosure</u>. Sokikom will immediately, upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, notify the District. Sokikom will fully investigate the incident, and fully cooperate with the District's investigation of and response to the incident. Except as otherwise required by law, Sokikom will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District.
- 4.gl Retention and Destruction of Pupil Records. Sokikom hereby certifies that Pupil Records shall not be retained or available to Sokikom upon completion of the terms of this Agreement. Notwithstanding the foregoing, Sokikom may maintain pupil-generated content upon completion of the term of this Agreement if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain a private account with Sokikom for the purpose of storing the pupil-generated content and Sokikom receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account. Upon termination or expiration of this Agreement, Sokikom will ensure that all Pupil Records are securely returned, in a format acceptable to District or destroyed as directed by the District. Sokikom will not destroy any Pupil Records without express written permission of District. Upon destruction of Pupil Records, Sokikom agrees to provide documentation of data destruction to the District.

- Compliance with Laws and Regulations. Sokikom agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal Law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), and the Family Educational Rights and Privacy Act (FERPA). Sokikom will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need access to the data to fulfill Sokikom obligations under this Agreement. Sokikom will ensure that employees and subcontractors who perform work under this Agreement have read, understood and received appropriate instruction as to how to comply with the data protection provisions of Section 4. Sokikom shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from District in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA § 99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Sokikom in performing services under this Agreement, as reasonably determined by Sokikom, and such disclosures are subject to FERPA §§ 99.7(a)(3(iii) and 99.31(a)(1)(i)(B), (ii) will be used only to fulfill Sokikom's responsibilities under this Agreement. In accordance with FERPA, both parties agree that any consents to disclose information may be made electronically.
- 4.i1 No Targeted Advertising. Sokikom will not use Pupil Records for advertising or marketing purposes unless such is specifically authorized by this Agreement or otherwise authorized in writing by the District.

4.4 Modification of Terms of Service

4.a1 Sokikom will not change how Data are collected, used, or shared under the terms of this Agreement in any way without advance notice to and consent from RSD.

4.5 Data Collection

4.a1 Sokikom will only collect Data necessary to fulfill its duties as outlined in this Agreement.

4.6 Data use

4.a1 Sokikom will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this agreement

4.7 Data Mining

4.a1 Sokikom is prohibited from mining Data for any purposes other than those agreed to by the parties. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

4.8 Data Sharing

4.al Data cannot be shared with any additional parties without the written consent of RSD except as required by law.

4.9 Access

4.a1 Any Data held by Sokikom in relation to RSD will be made available to RSD upon request by RSD

4.10 Security Controls

- 4.b1 The following private data variables will not be shared with any others parties and will be stored securely on Sokikom servers.
 - 4.il Student's first name
 - 4.ii1 Student's last name
 - 4.iii1 Student's gender
 - 4.iv1 Student's identification number or Student ID or
 - 4.v1 Any other student identifiers
- 4.c1 Student data is in a place physically secure from access by unauthorized persons. Data housed on Sokikom servers will be encrypted at all times. Sokikom agrees that any computer on which the data reside will be password protected at all times.

Article 5 Miscellaneous

- 5.1. The Parties mutually agree that a failure to perform the services and obligations as set forth above will be considered a breach of this agreement.
- 5.2. Sokikom and RSD will mutually agree to resolve any deviations from this agreement within 30 days.
- 5.3.If for whatever reason, RSD does not comply to resolve issues in regard to this agreement, within thirty days, no reimbursement will be issued.
- 5.4. Time is of the essence in this Agreement.
- 5.5.All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

The individuals signing below agree they are duly authorized by their Party to execute this agreement.

RSD
By:
Title:
Signature:
Date:
SOKIKOM
SOKIKOM By:
By:

11.28



Agenda Item Details

Meeting

Jun 07, 2017 - RSD Regular Board Meeting

Category

11. Consent

Subject

11.28 Approval of Contract Renewal-Teaching for the Study of Educational Institutions " History

Harvest" (TSEI) FY 2017-2018

Access

Public

Type

Action (Consent)

Fiscal Impact

Yes

Dollar Amount

40,000.00

Budgeted

Yes

Budget Source

LCFF Funds

Recommended

LCFF Funds

Action

Staff recommends approval of TSEI renewal contract.

Public Content

Speaker: Oscar Hernandez

Rationale:

The ongoing partnership between the Teachers for the Study of Educational Institutions (TSEI) and the Rio School District provides professional development opportunities for K-8 teachers that provide highly practical instructional strategies with which teachers can deliver 21st Century culturally proficient education to K-8 students. TSEI and the District will mutually support teachers as they co-construct the design and implementation of inquiry-based curriculum that meets the Common Core State Standards (CCSS), History-Science Content Standards and the Fair Education ACT (SB48).

Dr. Jacqueline Reid Consulting Contract 2017-2018.pdf (1,725 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.



Consulting Contract between Teachers for the Study of Educational Institutions (TSEI) and Rio School District for the History Harvest Project

CONTRACT AGREEMENT

Together, the Parties Teachers for the Study of Educational Institutions (TSEI) and the Rio School District enter into this Contract Agreement to mutually support teacher(s) working for the Rio School District as they co-construct the design and implement the inquiry-based curriculum that meets the Common Core State Standards (CCSS), History-Social Science Content Standards, the FAIR Education Act (SB 48), and The Resolution for Respect for Indigenous People according to the mission of the non-profit foundation.

Accordingly, Teachers for the Study of Educational Institutions (TSEI) and the Rio School District, operating under this Contract Agreement as follows:

I. PERFORMANCE PERIOD: The work described in this Contract Agreement will be performed between September 1, 2017 and June 30, 2018.

II. COST TO THE DISTRICT: The cost to the district for TSEI's performance of the work described for 7 teachers One-on-One Mentoring will not exceed \$40,000.

III. PURPOSE AND SCOPE

By forming this partnership the teacher(s) in the school district and the non-profit organization can collaborate on the design and implementation of inclusive, inquiry-based curriculum that:

- Provides opportunities for students to glean multiple perspectives and multiple identity contributions across disciplines.
- Offers opportunities for all students to develop academic literacies necessary for college and career readiness as detailed in the Common Core State Standards.
- Supports a sustained, inclusive school climate, which allows teachers and students to develop cultural proficiencies, as mandated by the FAIR Education Act.
- Affords opportunities for students to conduct original research through analysis of local historical documents and/or interviews of local community members, supporting the District initiatives, such as The Rio Indigenous Project (TRIP), further supporting student access, growth and learning in the Rio District.
- Delivers a virtual space (Google Slides, etc.) on what students are learning from participation in the History Harvest Project.

IV. RESPONSIBILITIES

Each party has appointed persons to serve as the official contacts and coordinators for the Teaching FAIR activities and who are responsible for carrying out this Contract Agreement. The initial appointees of each organization are:

Dr. Jacqueline Reid, Co-Director, TSEI

Dr. John Puglisi, Superintendent, Rio School District

(805) 403-5256

[reid@teachingfair.org jpuglisi@rioschools.org]

To accomplish this work, Dr. Jacqueline Reid as the primary contact will oversee all activities related to this Contract Agreement, while maintaining ongoing communication with teacher(s) at the Rio School District. Support for teacher(s)

¹ Adapted from the University of Nebraska-Lincoln Department of History's History Harvest, an open, digital archive of historical artifacts gathered from communities across the United States.



Teachers for the Study of Educational Institutions

May 2017

face2face release time work sessions, or professional learning sessions (individual, pairs, groups). The cost schedule below is based on 7 teacher participants. Should more teachers participate, this contract will need to be amended based on mutual agreement of TSEI and the Rio School District. Should a teacher drop out of the project during the first month of contracted time, a fee of \$585 will be charged.

History Harvest Mentoring One-on-One Teaching (September 1, 2017

Teacher	Cost Per/Teacher*	ost Per/Teacher* 10 equal monthly invoices to reflect work accomplished	
1 st Teacher	\$5,850	\$585	1 1 0 0 0 0 0 0
2 nd Teacher	\$5,850	\$1,170	1 teacher: \$5,850
3 rd Teacher	\$5,850	\$1,755	2 teachers: \$11,700
4 th Teacher	\$5,850	\$2,340	3 teachers: \$17, 550
5 th Teacher	\$5,850		4 teachers: \$23, 400
5 th Teacher	\$5,850	\$2,925	5 teachers: \$29, 250
7 th Teacher	\$5,850	\$3,510	6 teachers: \$35, 100
Not to Exceed	33,630	\$4,095	7 teachers: \$40, 000*
See Notations Below			Total: \$40,000

NOTATIONS: If there are 7 teachers participating, there will be a discount of \$365.00 for a total of \$40,000. If additional teachers choose to take up this project, then additional funding will be needed based on the per/teacher cost above, contingent on the Rio School District Board approval.

The term of this Contract Agreement is for a period of ten (10) months from September 1, 2017 through June 30, 2018 and may be amended to add more teachers or extended upon written mutual agreement. On behalf of the organization we represent, we wish to sign this Contract Agreement and contribute to its further development.

queline Reid, Co-Director

John Puglisi (or Representative), Superintendent

Teachers for the Study of Educational Institutions

Rio School District