



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

January 20, 2021

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

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

**Board of Education
Cassandra Bautista, President
Eleanor Torres, Clerk
Edith Martinez-Cortes
Linda Armas
Kristine Anderson**

2.0



**Wednesday, January 20, 2021
RSD Regular Board Meeting**

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

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Conference Legal Counsel Re Potential Litigation: Student No. 6013860
- 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021 and Superintendents Evaluation

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

- 5.1 Report of Closed Session

6. Communications

- 6.1 Acknowledgement of Correspondence to the Board
- 6.2 Board Member Reports
- 6.3 Organizational Reports-RTA/CSEA/Other
- 6.4 Superintendent Report

6.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during

public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

7. Information

7.1 Business Services Report

7.2 Educational Services Report

7.3 School and Systems Improvement Updates

7.4 First Reading of Trimester 2 and 3 2020/2021 Grading Policy

8. Discussion/Action

8.1 Second and Final Reading of the California School Board Association Board Policy Revisions

8.2 Approval of Revised Board Policy and Administrative Regulation 6174 Education for English Learners

8.3 Approval of Open Enrollment for 2021/2022

8.4 RSD and RTA COVID MOU - Return to In-Person Instruction

8.5 RSD and CSEA COVID MOU - Return to In Person Instruction

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Annual Organizational Board Meeting of December 15, 2020

9.3 January 2021 Personnel Report

9.4 Ratification of the Commercial Warrant for December 3, 2020 through January 4, 2021

9.5 Williams Quarterly Complaint Report for January 2021

9.6 MOU Between Ventura County Office of Education and Rio School District for Mental Health Services Grant

9.7 Awarding the bid for the 10Gb internet connection for the 9 school sites

9.8 Awarding the bid for the 5Gb internet connection for the District Office

9.9 Approval of Resolution 20/21-39 for the Notice of Completion for Project #20-07L, for COVID 19 HVAC Service and Filter Upgrades by Reed Mechanical at Rio Lindo.

9.10 Approval of Resolution 20/21-27 for the Notice of Completion (Revised) for Project #20-12L, for the COVID 19 Touchless Plumbing Fixture Replacements at Rio Real, Rio Del Valle, and Rio Rosales by MM Mechanical.

9.11 Approval of Resolution 20-21/41 for the Notice of Completion for Project #20-14L for the COVID 19 Touchless Plumbing Fixture Replacements by MM Mechanical, Inc. at Rio Del Norte, Rio Vista, and Rio Del Mar.

9.12 Approval of Ratification of Change Order from Reed Mechanical Systems, Inc. to replace the fire damper actuators that have failed at Rio Vista Middle School, Project 20-17L

9.13 Approval of Change Order #2 from Reed Mechanical for the COVID 19 upgrade and equipment repairs at Rio Del Valle, Rio Del Norte, Rio Real, and Rio Rosales, Project No. 20-11L

9.14 Approval of Resolution 20-21/42 for the Notice of Completion for Project #20-11L for the COVID 19 HVAC and Filter Upgrades at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte by Reed Mechanical Systems.

9.15 Approval of Resolution 20-21/43 for the Notice of Completion for Project #20-17L for the COVID 19 HVAC and Filter Upgrades at Rio Vista and Rio Del Mar by Reed Mechanical Systems.

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: Special Board Meeting February 3, 2021 and February 9-10, 2021; and RSD Regular Board Meeting February 17, 2021

11. Adjournment

11.1 Adjournment

4.1



Agenda Item Details

Meeting Jan 20, 2021 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.1 Conference Legal Counsel Re Potential Litigation: Student No. 6013860
Access Public
Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Jan 20, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Jan 20, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021 and Superintendents Evaluation

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.4



Agenda Item Details

Meeting Jan 20, 2021 - RSD Regular Board Meeting
Category 6. Communications
Subject 6.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Trimester 1 Learning and Trimester 2 and 3 Adaptations

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	7. Information
Subject	7.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Del Sol 15 day Letter
- Governor's January Proposal Budget Update

Administrative Content

Executive Content

7.2



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	7. Information
Subject	7.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Educational Services Staff

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

- Federal Program Monitoring Update

Administrative Content

Executive Content

7.3

**Agenda Item Details**

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	7. Information
Subject	7.3 School and Systems Improvement Updates
Access	Public
Type	Information

Public Content

Speaker: Carolyn Bernal, Ed.D., Assistant Superintendent of School and Systems Improvement

Rationale:

Dr. Bernal will provide updates on the following:

- COVID Update
- Enrollment

Administrative Content**Executive Content**

7.4

**Agenda Item Details**

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	7. Information
Subject	7.4 First Reading of Trimester 2 and 3 2020/2021 Grading Policy
Access	Public
Type	Information

Public Content

Speaker: Superintendent Puglisi

Rationale:

Staff is recommending adapting the district grading policy due to COVID 19 conditions and distance learning circumstance. This is the first reading and will be brought forth for approval at the next regularly scheduled meeting.

Administrative Content**Executive Content**

BP 5121 Students

Grades/Evaluation Of Student Achievement

The Board of Trustees believes that grades serve a valuable instructional purpose by helping students and parents/guardians identify the student's areas of strength and those areas needing improvement. Parents/guardians and students have the right to receive course grades that represent an accurate evaluation of the student's achievement.

(cf. [5020](#) - Parent Rights and Responsibilities)

The teacher of each course shall determine the student's grade. The grade assigned by the teacher shall not be changed by the Board or the Superintendent except as provided by law, Board policy and administrative regulation. (Education Code [49066](#))

(cf. [5125.3](#) - Challenging Student Records)

Teachers shall evaluate a student's work in relation to standards which apply to all students at his/her grade level. The Superintendent or designee shall establish and regularly evaluate a uniform grading system, and principals shall ensure that student grades conform to this system. Teachers shall inform students and parents/guardians how student achievement will be evaluated in the classroom .

(cf. [6011](#) - Academic Standards)

(cf. [6020](#) - Parent Involvement)

Grades should be based on impartial, consistent observation of the quality of the student's work and his/her mastery of course content and objectives. Students shall have the opportunity to demonstrate this mastery through a variety of methods such as classroom participation, homework, tests and portfolios.

When reporting student grades to parents/guardians, teachers may add narrative descriptions, observational notes and/or samples of classroom work in order to better describe student progress in specific skills and subcategories of achievement.

Students in grades K-3 shall receive narrative evaluations rather than letter grades in order to give parents/guardians more information about their children's developmental levels and also promote students' self-esteem and experiences of success.

(cf. [5125](#) - Student Records)

In the event that school closures caused by the COVID-19 pandemic result in a substantial interruption and/or alternative methods of instruction, students in the elementary grades shall receive clear and meaningful teacher feedback on report cards, using strengths-based narratives in place of marks for the

affected grading cycles. Students in grades 6, 7 and 8 will be evaluated under an A/B/C/Incomplete/No Credit grading system. Students who complete work at a level equivalent to C- or higher shall receive a mark of A, B, or C and shall receive credit. Students who complete work at a level that is lower than a C- and whose work is incomplete due to illness or other excused absence shall receive a mark of "Incomplete" and shall have up to six weeks to make up any incomplete work to earn a mark of A, B, or C and receive credit for the course. Students who complete work at a level that is lower than a C- and whose work is not incomplete due to illness or other excused absence shall receive a mark of "No Credit," and shall not receive credit for that course. Any student given a mark of "No Credit" will have any COVID-19 related extenuating circumstances taken into account and will be given the opportunity to earn credit for the course in the future. Impacted documentation will be temporarily adjusted, as appropriate, in order to best reflect this grading flexibility.

Unexcused Absences

If a student misses class without an excuse and does not subsequently turn in homework, take a test or fulfill another class requirement which he/she missed, the teacher may lower the student's grade for nonperformance.

(cf. [6154](#) - Homework/Makeup Work)

Grade Point Average (GPA)

The Superintendent or designee shall recommend to the Board the methodology to be used in calculating students' grade point averages.

Legal Reference:

EDUCATION CODE

[41505-41508](#) Pupil Retention Block Grant

[48070](#) Promotion and retention

[48205](#) Excused absences

[49066](#) Grades; finalization; physical education class

[49067](#) Mandated regulations regarding student's achievement

[49069.5](#) Students in foster care, grades and credits

CODE OF REGULATIONS, TITLE 5

[10060](#) Criteria for reporting physical education achievement, high schools

UNITED STATES CODE, TITLE 20

[1232g](#) Family Education Rights and Privacy Act (FERPA)

[6101-6251](#) School-to-Work Opportunities Act of 1994

COURT DECISIONS

Owasso Independent School District v. Falvo (2002) 122 S.Ct. 934

Las Virgenes Educators Association v. Las Virgenes Unified School District (2nd Appellate District 2001)
86 Cal.App.4th 1

Swany v. San Ramon Valley Unified School District (N.D.Cal. 1989) 720 F.Supp. 764

Johnson v. Santa Monica-Malibu Unified School District Board of Education (App. 2 Dist. 1986) 224
Cal. Rptr. 885, 179 C.A. 3d 593

Management Resources:

CDE PUBLICATIONS

Elementary Makes the Grade!, 2001

WEB SITES

CDE: <http://www.cde.ca.gov>

Advanced Placement Challenge Project: <http://www.apchallenge.net>

Policy RIO ELEMENTARY SCHOOL DISTRICT

adopted: June 7, 2007 Oxnard, California

AR 5121 Students

Grades/Evaluation Of Student Achievement

Grades for Achievement

Grades for achievement shall be reported for each marking period as follows:

A (90-100%) Outstanding Achievement 4.0 grade points

B (80-89%) Above Average Achievement 3.0 grade points

C (70-79%) Average Achievement 2.0 grade points

D (60-69%) Below Average Achievement 1.0 grade points

F (0-59%) Little or No Achievement 0 grade points

I Incomplete 0 grade points

In the event of school closures or alternative methods of instruction caused by the COVID-19 pandemic, the Grades for Achievement for grades 7 and 8 shall be modified as follows:

Grades for achievement shall be reported for each marking period as follows:

A (90-100%) Outstanding Achievement 4.0 grade points

B (80-89%) Above Average Achievement 3.0 grade points

C (70-79%) Average Achievement 2.0 grade points

I Incomplete 0 grade points

NC No Credit 0 grade points

An Incomplete is given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become a mark of "NC." Any student given a mark of "NC" will have any COVID-19 related extenuating circumstances taken into account and will be given the opportunity to earn credit for the course in the future. Impacted documentation will be temporarily adjusted, as appropriate, in order to best reflect this grading flexibility.

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code [49067](#))

(cf. [5123](#) - Promotion/Acceleration/Retention)

(cf. [6020](#) - Parent Involvement)

An Incomplete is given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code [49066](#))

Grades for Citizenship and Effort

Grades for citizenship and effort shall be reported each marking period as follows:

O Outstanding

S Satisfactory

N Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of an A-F grade.

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive an F grade shall not receive credit for taking the course.

Absences from School

When an unexcused absence occurs, the student and parent/guardian shall be notified of the district's policy regarding excessive unexcused absences.

(cf. [5113](#) - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code [49067](#))

If a student receives a failing grade because of unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code [49067](#))

(cf. [5125](#) - Student Records)

Grades for a student in foster care shall not be lowered if the student is absent from school due to either of the following circumstances: (Education Code [49069.5](#))

1. A decision by a court or placement agency to change the student's placement, in which case the student's grades and credits shall be calculated as of the date the student left school

2. A verified court appearance or related court-ordered activity

Regulation RIO ELEMENTARY SCHOOL DISTRICT

approved: June 7, 2007 Oxnard, California

8.1

**Agenda Item Details**

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Second and Final Reading of the California School Board Association Board Policy Revisions
Access	Public
Type	Action, Information
Recommended Action	Staff recommends approval of the CSBA Board Policy Revisions.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The California School Board Association routinely revises board policies according to changes in the laws and ed code. The policies presented have been reviewed by staff are recommending approval.

[FirstRdg0520121520.pdf \(821 KB\)](#)

[7-20 Update w-o notes.docx Revised.pdf \(852 KB\)](#)

Administrative Content**Executive Content**



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approval of Revised Board Policy and Administrative Regulation 6174 Education for English Learners
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Revised BP/AR 6174 Education for English Learners board policy and administrative regulation.

Public Content

Speaker: Oscar Hernandez and Veronica Rauschenberger

Rationale:

Education For English Learners
BP 6174

There are many programs and services to help students who do not speak, read, write or understand English well as a result of English not being their home language. The overall goal of the various programs is to improve the English language skills of English Learner students, Immigrant students, Migratory students and provide information to their parents about services available.

Current Education for English Learners Board Policy 6174 contains outdated legal requirements for reclassification criteria which does not comply with all current Ed Code.

This revised policy meets the California Department of Education requirements and updates district policy to meet reclassified criteria set forth in California EC Section 313 and Title 5 California Code of Regulations Section 11303.

[BP6147 and AR for English Learners_rev 1_6_2021.pdf \(285 KB\)](#)

[RSD Reclassification Criteria 2021.pdf \(67 KB\)](#)

Administrative Content

Board Policy

Education For English Learners

BP 6174

Instruction

Pursuant to Education Code 42238.02 and 42238.03, the local control funding formula provides additional funding based on the number and concentration of unduplicated counts of students who are English learners, foster youth, and/or eligible for free or reduced-price meals. Such funds must be used to increase or improve services for unduplicated students at least in proportion to the increase in funds apportioned on the basis of the number or concentration of unduplicated students; see BP 3100 - Budget.

In addition, 20 USC 6801-7014 (Title III) provides grant funds that may be used to supplement, but not supplant, funding from other sources for the purpose of ensuring that English learners attain English proficiency and meet the same challenging academic standards that are applicable to all students. During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will expect to see evidence that the district has complied with state and federal requirements. See CDE's web site for FPM compliance monitoring instruments.

For further information regarding English learners, programs, and services, see CDE's publication *The California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners*, available on its web site.

The Governing Board intends to provide English learners with challenging curriculum and instruction that maximize the attainment of high levels of proficiency in English, advance multilingual capabilities, and facilitate student achievement in the district's regular course of study.

Pursuant to Education Code 60811, in November 2012 the State Board of Education (SBE) adopted state academic content standards for English language development (ELD), aligned with the California Common Core State Standards for English language arts, for students whose primary language is a language other than English. In July 2014, the SBE adopted the English Language Arts/English Language Development Framework aligned to those standards. A supplementary resource, *Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning*, specifies the correspondence between the state ELD standards and the California Common Core State Standards for mathematics and the Next Generation Science Standards.

CDE's Roadmap encourages differentiated instruction and curriculum which are integrated across all subject areas and emphasize inquiry-based learning and critical thinking skills.

English learners shall be provided differentiated English language development instruction which is targeted to their English proficiency level. Such instruction shall be based on sound instructional theory, be aligned with state content standards, emphasize inquiry-based learning

and critical thinking skills, and be integrated across all subject areas.

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6171 - Title I Programs)

The following items are for use by districts that maintain middle schools and may be revised to reflect the grade levels offered by the district. Education Code 60811.8, as added by AB 2735 (Ch. 304, Statutes of 2018), prohibits districts from denying any student who is an English learner the opportunity to enroll in core curriculum courses, courses required for middle school promotion, courses required for college admission, or advanced courses, with specified exceptions for recently arrived immigrant students. Pursuant to Education Code 60811.8, this law does not require districts to create supplemental courses in languages other than English.

No middle school student who is an English learner shall be denied enrollment in any of the following: (Education Code 60811.8)

1. Courses in the core curriculum areas of reading/language arts, mathematics, science, and history-social science or courses required for middle school grade promotion

However, an English learner may be denied participation in any such course if the student has been enrolled in a school in the United States for less than 12 months or is enrolled in a program designed to develop the basic English skills of newly arrived immigrant students, and the course of study provided to the student is designed to remedy academic deficits incurred during participation and to enable the student to attain parity of participation in the standard instructional program within a reasonable length of time after the student enters the school system.

2. A full course load of courses specified in item #1 above

3. Other courses that meet the "a-g" course requirements for college admission or are advanced courses such as honors or Advanced Placement courses, on the sole basis of the student's classification as an English learner

(cf. 0415 - Equity)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

Education Code 52060 requires the district's local control and accountability plan (LCAP) to include annual goals and specific actions, aligned to state and local priorities, for all students and for each "numerically significant" student subgroup as defined in Education Code 52052, including English learners; see BP/AR 0460 - Local Control and Accountability Plan. CDE's Roadmap provides an alignment between principles outlined for English learners and the eight state priority areas required in the district's LCAP.

The district shall identify in its local control and accountability plan (LCAP) goals and specific actions and services to enhance student engagement, academic achievement, and other outcomes for English learners.

(cf. 0460 - Local Control and Accountability Plan)

(cf. 3100 - Budget)

Education Code 305 requires the district to solicit input on language acquisition programs as part of the parent/guardian and community engagement process during the development of the LCAP; see section on "Language Acquisition Programs" below. In addition, if district enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, Education Code 52063 requires the establishment of an English learner parent advisory committee to review and comment on the district's LCAP; see the accompanying administrative regulation and BP 0460 - Local Control and Accountability Plan.

The Superintendent or designee shall encourage parent/guardian and community involvement in the development and evaluation of programs for English learners. The Superintendent or designee may also provide an English development literacy training program for parents/guardians and community members so that they may better support students' English language development.

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 6020 - Parent Involvement)

Staff Qualifications and Training

Commission on Teacher Credentialing (CTC) leaflet CL-622, *Serving English Learners*, describes requirements pertaining to the qualifications of teachers of English learners. A teacher who is assigned to provide English language development, specially designed academic instruction in English, and/or primary language instruction to English learners must hold an appropriate authorization from CTC; see AR 4112.22 - Staff Teaching English Learners.

The Superintendent or designee shall ensure that all staff employed to teach English learners possess the appropriate authorization from the Commission on Teacher

Credentialing. (cf. 4112.22 - Staff Teaching English Learners)

The following paragraph reflects a requirement for districts that receive federal Title III funds to improve the education of English learners, and is recommended for use by all districts. 20 USC 6825 lists the required uses of such funds, including the provision of professional development of sufficient intensity and duration to have a positive and lasting impact on teachers' performance in the classroom. Pursuant to 20 USC 6825, such professional

development must not include one-day or short-term workshops and conferences.

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

CDE's Roadmap indicates the importance of a supportive and collaborative environment in order for teachers to effectively address the complex needs of English learners.

Staff development shall also address the sociocultural needs of English learners and provide opportunities for teachers to engage in supportive, collaborative learning communities.

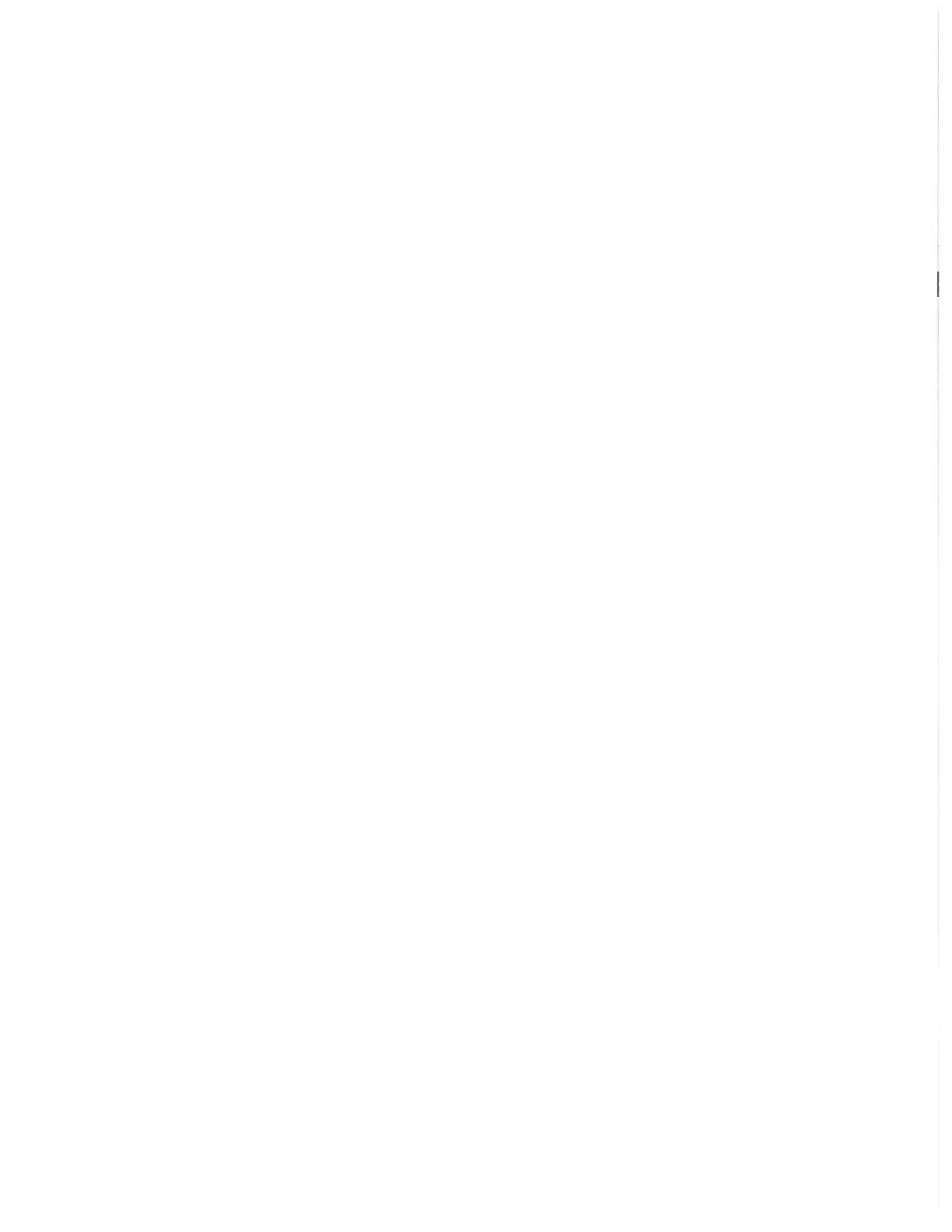
Identification and Assessment

CDE's Roadmap emphasizes the importance of early identification of English learners, as early childhood is a crucial period of time for language development. Education Code 313 requires any district that has one or more students who are English learners to assess the English language proficiency of those students using the state English Language Proficiency Assessments for California (ELPAC). The ELPAC includes an initial test for identifying students who may be English learners and an annual summative assessment for determining English learners' level of English proficiency and progress in acquiring the skills of listening, speaking, reading, and writing in English. CDE also provides a home language survey to be used to identify students who should be tested for English proficiency. See the accompanying administrative regulation for further information about test administration, identification of English learners, and reclassification criteria.

The Superintendent or designee shall maintain procedures for the early identification of English learners and an assessment of their proficiency using the state's English Language Proficiency Assessments for California (ELPAC). To oversee test administration, the Superintendent or designee shall annually designate a district ELPAC coordinator and a site coordinator for each test site in accordance with 5 CCR 11518.40-11518.45.

Once identified as an English learner, a student shall be annually assessed for language proficiency until the student is reclassified based on criteria specified in the accompanying administrative regulation.

In addition to testing the level of English proficiency of English learners, districts are required



pursuant to Education Code 60640 to administer the California Assessment of Student Performance and Progress (CAASPP) to English learners; see BP/AR 6162.51 - State Academic Achievement Tests. As needed, English learners may be provided with the testing resources (i.e., universal tools, designated supports, and accommodations) specified in 5 CCR 854.1-854.3 during test administration.

CAASPP also includes the optional California Spanish Assessment for students in grades 3-8 and high school, which measures a student's competency in reading, writing, and listening in Spanish.

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR 854.1-854.3. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR 854.1-854.3)

(cf. 6162.51 - State Academic Achievement Tests)

The following paragraph is optional. CDE's Roadmap highlights the importance of formative assessments in order to continually adapt methodologies and instruction to meet the needs of English learners.

Formative assessments may be utilized to analyze student performance and appropriately adapt teaching methodologies and instructions.

(cf. 6162.5 - Student Assessment)
Language Acquisition Programs

Education Code 305-310 authorizes parents/guardians to select a language acquisition program that best suits their child. At a minimum, the district must offer a structured English immersion program. It also may offer a dual-language immersion program, transitional and developmental program for English learners, or other language acquisition program as defined in Education Code 306. Pursuant to 20 USC 6312 and 34 CFR 100.3, parents/guardians have a right to decline or opt their child out of a language acquisition program. Also see the accompanying administrative regulation.

The district shall offer research-based language acquisition programs that are designed to ensure English acquisition as rapidly and as effectively as possible and that provide instruction to students on the state-adopted academic content standards, including the English language development standards. (Education Code 306; 5 CCR 11300)

At a minimum, the district shall offer a structured English immersion program which includes designated and integrated English language development. In the structured English immersion program, nearly all of the classroom instruction shall be provided in English, but with the



curriculum and presentation designed for students who are learning English. (Education Code 305-306; 5 CCR 11309)

The Education Code does not define the term "nearly all" for purposes of ensuring that nearly all instruction in the structured English immersion program is provided in English pursuant to Education Code 306. The following paragraph defines "nearly all" as to provide that all classroom instruction be conducted in English except for clarification, explanation, and support as needed. The district could instead establish a minimum percentage of classroom instructional time to be conducted in English or specify the types of courses to be conducted in English and the courses (e.g., science, algebra) to be taught in the student's primary language.

For the purpose of determining the amount of instruction to be conducted in English in the structured English immersion program, "nearly all" means that all classroom instruction shall be conducted in English except for clarification, explanation, and support as needed.

In addition, language acquisition programs offered by the district may include, but are not limited to, the following: (Education Code 305-306)

1. A dual-language immersion program that provides integrated language learning and academic instruction for native speakers of English and native speakers of another language, with the goals of high academic achievement, first and second language proficiency, and cross-cultural understanding
(cf. 6142.2 - World Language Instruction)
2. A transitional or developmental program for English learners that provides literacy and academic instruction in English and a student's native language and that enables an English learner to achieve English proficiency and academic mastery of subject matter content and higher order thinking skills, including critical thinking, in order to meet state academic content standards

The following paragraph is for use by districts that maintain any of grades K-3. The district's language acquisition programs for grades K-3 shall comply with class size requirements specified in Education Code 42238.02. (Education Code 310)

(cf. 6151 - Class Size)

In establishing the district's language acquisition programs, the Superintendent or designee shall consult with parents/guardians and the community during the LCAP development process. The Superintendent or designee shall also consult with administrators, teachers, and other personnel with appropriate authorizations and experience in establishing a language acquisition program. (Education Code 305)

At the beginning of each school year or upon a student's enrollment, parents/guardians shall be provided information on the types of language acquisition programs available to students enrolled in the district, including, but not limited to, a description of each program, the process to be followed in making a program selection, identification of any language to be taught in

addition to English when the program includes instruction in another language, and the process to request establishment of a language acquisition program. (Education Code 310; 5 CCR 11310)

(cf. 5145.6 - Parental Notifications)

Pursuant to 5 CCR 11311, districts are required to establish a process with specified components for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. See the section "Language Acquisition Programs" in the accompanying administrative regulation.

Whenever a student is identified as an English learner based on the results of the ELPAC, the student's parents/guardians may choose a language acquisition program that best suits their child. To the extent possible, any language acquisition program requested by the parents/guardians of 30 or more students at the school or by the parents/guardians of 20 or more students at any grade level shall be offered by the school. (Education Code 310; 5 CCR 11311)

Reclassification

When an English learner is determined based on state and district reclassification criteria to have acquired a reasonable level of English proficiency pursuant to Education Code 313, the student shall be reclassified per criteria set forth in California *EC* Section 313 and Title 5 California Code of Regulations Section 11303.

Program Evaluation

The following section may be revised to reflect indicators agreed upon by the Governing Board and Superintendent or designee for measuring the effectiveness of the district's educational program for English learners. Education Code 52061 requires that the annual update of the LCAP include a review of progress toward the goals included in the LCAP, an assessment of the effectiveness of the specific actions described in the LCAP toward achieving the goals, and a description of changes the district will make as a result of this review and assessment.

Pursuant to Education Code 313.2, CDE is required to annually determine the number of students in each district and school who are, or are at risk of becoming, long-term English learners and to report that information to districts and schools. Definitions of "long-term English learner" and "English learner at risk of becoming a long-term English learner" are contained in Education Code 313.1.

20 USC 6311 requires the inclusion of a performance indicator on English language proficiency within the state accountability system under Title I.

To evaluate the effectiveness of the district's educational program for English learners, the Superintendent or designee shall report to the Board, at least annually, regarding:

1. Progress of English learners towards proficiency in English

2. The number and percentage of English learners reclassified as fluent English proficient
3. The number and percentage of English learners who are or are at risk of being classified as long-term English learners in accordance with Education Code 313.1
4. The achievement of English learners on standards-based tests in core curricular areas
5. For any language acquisition program that includes instruction in a language other than English, student achievement in the non-English language in accordance with 5 CCR 11309
6. Progress toward any other goals for English learners identified in the district's LCAP
7. A comparison of current data with data from at least the previous year in regard to items #1-6 above
8. A comparison of data between the different language acquisition programs offered by the district

The Superintendent or designee shall also provide the Board with regular reports from any district or schoolwide English learner advisory committees.

Legal Reference:

EDUCATION CODE

300-340 English language education, especially:

305-310 Language acquisition programs

313-313.5 Assessment of English proficiency

430-446 English Learner and Immigrant Pupil Federal Conformity Act

33050 State Board of Education waiver authority

42238.02-42238.03 Local control funding formula

44253.1-44253.11 Qualifications for teaching English learners

48980 Parental notifications

48985 Notices to parents in language other than English

52052 Accountability; numerically significant student subgroups

52060-52077 Local control and accountability plan

52160-52178 Bilingual Bicultural Act

56305 CDE manual on English learners with disabilities

60603 Definition, recently arrived English learner

60640 California Assessment of Student Performance and Progress

60811-60812 Assessment of English language development

62002.5 Continuation of advisory committee after program sunsets

CODE OF REGULATIONS, TITLE 5

854.1-854.3 CAASPP and universal tools, designated supports, and accommodations

854.9 CASSPP and unlisted resources for students with disabilities
11300-11316 English learner education
11517.6-11519.5 English Language Proficiency Assessments for California
UNITED STATES CODE, TITLE 20
1412 Individuals with Disabilities Education Act; state eligibility
1701-1705 Equal Educational Opportunities Act
6311 Title I state plan
6312 Title I local education agency plans
6801-7014 Title III, language instruction for English learners and immigrant students
7801 Definitions
CODE OF FEDERAL REGULATIONS, TITLE 34
100.3 Discrimination prohibited
200.16 Assessment of English learners
COURT DECISIONS
Valeria O. v. Davis, (2002) 307 F.3d 1036
California Teachers Association v. State Board of Education et al., (9th Circuit, 2001) 271 F.3d
1141
McLaughlin v. State Board of Education, (1999) 75 Cal.App.4th 196
Teresa P. et al v. Berkeley Unified School District et al, (1989) 724 F.Supp. 698
ATTORNEY GENERAL OPINIONS
83 Ops.Cal.Atty.Gen. 40 (2000)

Management Resources:

CSBA PUBLICATIONS

English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018

English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017

English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, rev. September 2016

English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016

English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California Practitioners' Guide for Educating English Learners with Disabilities, 2019

California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, 2018

Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18, rev. August 2017

Reclassification Guidance for 2017-18, CDE Correspondence, April 28, 2017 Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015

Next Generation Science Standards for California Public Schools, Kindergarten through Grade

Twelve, rev. March 2015

English Language Arts/English Language Development Framework for California Public Schools: Transitional Kindergarten Through Grade Twelve, 2014

Common Core State Standards for Mathematics, rev. 2013

English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012

THE EDUCATION TRUST- WEST PUBLICATIONS

Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018

Unlocking Learning: Science as a Lever for English Learner Equity, January 2017

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017
Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017

English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016

English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), Non-Regulatory Guidance, September 23, 2016

Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015

WEB SITES

CSBA: <http://www.csba.org>

California Association for Bilingual Education: <http://www.gocabe.org>

California Department of Education: <http://www.cde.ca.gov/sp/el>

National Clearinghouse for English Language Acquisition: <http://www.ncela.us>

The Education Trust-West: <http://west.edtrust.org>

U.S. Department of Education: <http://www.ed.gov>

(3/17 7/18) 7/19

Administrative Regulation

Education For English Learners

AR 6174

Instruction

Definitions

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Designated English language development means instruction provided during a time set aside in the regular school day for focused instruction on the state-adopted English language development standards to assist English learners to develop critical English language skills necessary for academic content learning in English. (5 CCR 11300)

Integrated English language development means instruction in which the state-adopted English language development standards are used in tandem with the state-adopted academic content standards. Integrated English language development includes specially designed academic instruction in English. (5 CCR 11300)

Native speaker of English means a student who has learned and used English at home from early childhood and English has been the primary means of concept formation and communication. (Education Code 306)

Identification and Assessments

Education Code 52164.1 and 5 CCR 11307 require the district to administer a home language survey to all enrolled students. A sample home language survey form in English and Spanish is available on the California Department of Education's (CDE) web site.

Upon enrollment in the district, each student's primary language shall be determined through the use of a home language survey. (Education Code 52164.1; 5 CCR 11307, 11518.5) ***Note:

When the home language survey indicates that a student's proficiency in English should be tested, Education Code 313 requires the district to administer a state assessment of English language proficiency. The English Language Proficiency Assessments for California (ELPAC) are used for initial identification of language proficiency and subsequently for annual assessment of language proficiency.***

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be initially assessed for English proficiency using the English Language Proficiency Assessments for California (ELPAC). Prior to administering the ELPAC, the Superintendent or designee shall notify the student's parent/guardian in writing that the student will be administered the initial ELPAC. (Education Code 313, 52164.1; 5 CCR 11518.5)

5 CCR 11518.35 specifies "universal tools" that may be used with all students in ELPAC administration, and "designated supports" and "accommodations" that may be used with students with disabilities when specified in their individualized education program or Section 504 plan.***

The Individuals with Disabilities in Education Act (20 USC 1412) requires that students with disabilities be included in all state assessments, including the ELPAC as appropriate. Pursuant to 5 CCR 11518.30, students with the most significant cognitive disabilities who cannot participate in the assessment, even with appropriate accommodations, must be given an alternate assessment of English proficiency. 34 CFR 200.16 provides that, if an English learner with a disability is unable to take the assessment with accommodations, the state accountability system must include the student's score on any part(s) of the test for which it is possible to assess the student (i.e., speaking, reading, listening, writing).

Pursuant to Education Code 56305, CDE has developed a manual, California Practitioners' Guide for Educating English Learners with Disabilities, which provides guidance on identifying, assessing, supporting, and reclassifying English learners with disabilities.

Administration of the ELPAC, including the use of variations and accommodations in test administration when authorized, shall be conducted in accordance with test publisher instructions and 5 CCR 11518.5-11518.35.

(cf. 6159 - Individualized Education Program)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6164.6 - Identification and Education Under Section 504)

The remainder of this section specifies notifications that must be sent to parents/guardians regarding assessment results and available programs for English learners. CDE has developed sample notification letters, available on its web site in multiple translations, to notify parents/guardians of the initial identification of a student as an English learner or as initially

fluent English proficient and to notify them of the results of an annual assessment.

Pursuant to Education Code 48985, when 15 percent or more of students enrolled in a school speak a single primary language other than English, all notices and reports sent to their parents/guardians must be written in English and in the primary language and may be answered by the parent/guardian in either language.

Based on the initial assessment, the student shall be classified either as initially fluent in English proficient or as an English learner. The Superintendent or designee shall notify the student's parent/guardian, in writing, of the results of the ELPAC initial assessment within 30 calendar days after the student's date of initial enrollment, or, if administered prior to the student's initial date of enrollment, up to 60 calendar days prior to such enrollment, but not before July 1 of the school year of the student's initial enrollment. The notice shall indicate whether the student met the ELPAC initial assessment criterion for proficiency and include the district's contact information for use if the parent/guardian has questions or concerns regarding the student's classification. (5 CCR 11518.5)

Each year after a student is identified as an English learner and until the student is redesignated as English proficient, the summative assessment of the ELPAC shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The Superintendent or designee shall notify parents/guardians of their child's results on the summative assessment of the ELPAC within 30 calendar days following receipt of the results from the test contractor or, if the results are received from the test contractor after the last day of instruction for the school year, within 15 working days of the start of the next school year. (Education Code 52164.1; 5 CCR 11518.15)
(cf. 5145.6 - Parental Notifications)

The following paragraph is for use by districts that receive federal funds under either Title I or Title III for services to English learners, and may be adapted for use by other districts. Pursuant to Education Code 440 and 20 USC 6312, districts receiving Title I or Title III funds are required to provide parents/guardians with notification of their child's identification as an English learner and placement in a language acquisition program.

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of the student's English proficiency. Such notice shall be provided not later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 313.2, 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the

student's academic achievement

3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:

a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction

b. The manner in which the program will meet the educational strengths and needs of the student

c. The manner in which the program will help the student develop English proficiency and meet age-appropriate academic standards for grade promotion and graduation

d. The specific exit requirements for the program, the expected rate of transition from the program into classes not tailored for English learners, and the expected rate of graduation from secondary school if applicable

e. When the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP

Education Code 313.2 requires that the notice contain information in regard to (1) whether the student is a long-term English learner, or English learner at risk of becoming a long-term English learner, and (2) the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help them develop English proficiency and achieve academic standards. Districts may send an alternate notice if the definitions of long-term English learners and those at risk of becoming long-term English learners used by the district are broader than those defined in Education Code 313.1, the notice states that the definitions utilized by the district are broader, and the notice contains the information specified in item #4 below.

4. As applicable, the identification of a student as a long-term English learner or at risk of becoming a long-term English learner, as defined in Education Code 313.1, and the manner in which the program for English language development instruction will meet the educational strengths and needs of such students and help such students develop English proficiency and meet age-appropriate academic standards

5. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request

6. Information regarding a parent/guardian's option to decline to enroll the student in the program or to choose another program or method of instruction, if available

7. Information designed to assist a parent/guardian in selecting among available programs, if

more than one program or method is offered
Language Acquisition Programs

Pursuant to 5 CCR 11311, districts are required to establish a process for schools to receive and respond to requests from parents/guardians of enrolled students, and those enrolled for attendance in the next school year, to establish a language acquisition program other than, or in addition to, those already available at the school. Each school is required to follow the process even when the district provides the language acquisition program at another school site. The following section includes the components of the process required by 5 CCR 11311 and may be expanded to reflect district practice.

Whenever parents/guardians of enrolled students, and those enrolled for attendance in the next school year, request that the district establish a specific language acquisition program in accordance with Education Code 310, such requests shall be addressed through the following process: (5 CCR 11311)

1. The school shall make a written record of each request, including any request submitted verbally, that includes the date of the request, the names of the parent/guardian and student making the request, a general description of the request, and the student's grade level on the date of the request. As needed, the school shall assist the parent/guardian in clarifying the request. All requests shall be maintained for at least three years from the date of the request.

2. The school shall monitor requests on a regular basis and notify the Superintendent or designee when the parents/guardians of at least 30 students enrolled in the school, or at least 20 students in the same grade level, request the same or a substantially similar type of language acquisition program. If the requests are for a multilingual program model, the district shall consider requests from parents/guardians of students enrolled in the school who are native English speakers in determining whether this threshold is reached.

3. If the number of parents/guardians described in item #2 is attained, the Superintendent or designee shall:

a. Within 10 days of reaching the threshold, notify the parents/guardians of students attending the school, the school's teachers, administrators, and the district's English learner parent advisory committee and parent advisory committee, in writing, of the requests for a language acquisition program

b. Identify costs and resources necessary to implement any new language acquisition program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development for the proposed program, and opportunities for parent/guardian and community engagement to support the proposed program goals

c. Within 60 calendar days of reaching the threshold number of parents/guardians described in item #2 above, determine whether it is possible to implement the requested language acquisition program and provide written notice of the determination to parents/guardians of students

attending the school, the school's teachers, and administrators

d. If a determination is made to implement the language acquisition program, create and publish a reasonable timeline of actions necessary to implement the program. If a determination is made that it is not possible to implement the program, provide a written explanation of the reason(s) the program cannot be provided.

The district shall notify parents/guardians at the beginning of each school year or upon the student's enrollment regarding the process to request a language acquisition program, including a dual-language immersion program, for their child. The notice shall also include the following: (5 CCR 11309, 11310)

1. A description of the programs provided, including structured English immersion
2. Identification of any language to be taught in addition to English when the program includes instruction in a language other than English
3. The manner in which the program is designed using evidence-based research and includes both designated and integrated English language development
4. The manner in which the district has allocated sufficient resources to effectively implement the program, including, but not limited to, certificated teachers with the appropriate authorizations, necessary instructional materials, pertinent professional development, and opportunities for parent/guardian and community engagement to support the program goals
5. The manner in which the program will, within a reasonable period of time, lead to language proficiency and achievement of the state-adopted content standards in English and, when the program includes instruction in another language, in that other language
6. The process to request establishment of a language acquisition program not offered at the school
7. For any dual-language immersion program offered, the specific languages to be taught. The notice also may include the program goals, methodology used, and evidence of the proposed program's effectiveness.

The district shall provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers and academic deficits in other areas of the core curriculum. (5 CCR 11302)

Reclassification/Redesignation

English learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read, and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent

to that of students of the same age or grade whose primary language is English and who are in the regular course of study.

Education Code 313 and 5 CCR 11303 require that the district's reclassification process include, at a minimum, the criteria specified in items #1-4 below. Additional guidance is available on CDE's web site. The district may expand the following list to reflect any additional criteria it has established.

The procedures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the ELPAC

- ELPAC criteria-Overall Level 4 Well Developed Language

Pursuant to Education Code 313.3, CDE is required to develop, by June 30, 2020, a standardized teacher observation protocol for use in evaluating a student's English language proficiency, as required by item #2 below, as well as professional development tools to train teachers on the use of the protocol.

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

1-5: Progressing towards meeting grade level benchmarks

6-8: 2.0 grade average in core subjects with no Fs OR the teacher(s) provides input based on other classroom indicators that show the student meets the academic performance criteria (EL Coordinator, teacher, administrator, counselor meet to discuss classroom indicators).

3. Parent/guardian involvement, including:

a. Notice to parents/guardians of language reclassification and placement, including a description of the reclassification process and the parent/guardian's opportunity to participate

b. Encouragement of parent/guardian participation in the district's reclassification procedure, including seeking parent/guardian opinion and consultation during the reclassification process

Pursuant to Education Code 313, the fourth criterion requires comparison of student performance on an objective assessment of basic skills that provides an empirically established range of performance of English proficient students of the same age. A letter from CDE to district superintendents (Reclassification Guidance for 2017-18) dated April 28, 2017 clarifies that the Smarter Balanced Summative Assessment may be used as a local measure of the fourth criterion, or districts may select another local assessment. CDE correspondence, which is available on its web site, provides examples of appropriate measures.



4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

A comparison of student performance on an objective assessment of basic skills in English language arts. The assessment results must have an empirically established range of performance in basic skills based on the performance of English proficient students of the same age. Rio Criteria (approved by the School Board) is a 3 or 4 on CAASPP ELA.

**Fall 2020-2021- The 2018-2019 ELA CAASPP scores may be used for Reclassification.*

The student's language proficiency assessments, the participants in the reclassification process, and any decisions regarding reclassification shall be retained in the student's permanent record. (5 CCR 11305)
(cf. 5125 - Student Records)

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

Pursuant to 20 USC 6841, districts receiving federal Title III funding are required to report to CDE the number and percentage of English learners, including English learners with a disability, meeting state academic standards for each of four years after they are no longer receiving services under Title III. In the Federal Program Monitoring process, CDE reviews whether the district monitors the progress of reclassified students for a minimum of four years to ensure correct classification and placement of reclassified students and the provision of additional academic support as needed. Districts that do not receive Title III funding may revise the following paragraph to reflect district practice.

The Superintendent or designee shall monitor students for at least four years following their reclassification to ensure correct classification and placement and to determine whether any additional academic support is needed.

Advisory Committees

Pursuant to 5 CCR 11308, an advisory committee on programs and services for English learners is required for any district with over 50 English learners and for each school with over 20 English learners. Duties of the advisory committees are specified in Education Code 52176 and 5 CCR 11308.

A school-level English Learner Advisory Committee (ELAC) shall be established when there are more than 20 English learners at the school. Parents/guardians of English learners, elected by parents/guardians of English learners at the school, shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. The school may designate for this purpose an existing school-level advisory committee provided that it meets these criteria for committee membership. (Education Code 52176; 5 CCR

11308)

The ELAC shall be responsible for assisting in the development of a schoolwide needs assessment, recommending ways to make parents/guardians aware of the importance of school attendance, and advising the principal and school staff in the development of a detailed master plan for English learners for the individual school and submitting the plan to the Governing Board for consideration for inclusion in the district master plan. (Education Code 52176)

Pursuant to 5 CCR 11308, each school-level English Learning Advisory Committee (ELAC) is entitled to elect at least one member to the District English Learner Advisory Committee (DELAC). If there are more than 30 ELACs in the district, the district may use a system of proportional or regional representation. The following paragraph may be revised to reflect district practice.

When the district has more than 50 English learners, the Superintendent or designee shall establish a District English Learner Advisory Committee (DELAC), the majority of whose membership shall be composed of parents/guardians of English learners who are not employed by the district. Alternatively, the district may use a subcommittee of an existing districtwide advisory committee on which parents/guardians of English learners have membership in at least the same percentage as English learners represent of the total number of students in the district. (Education Code 52176)

5 CCR 11308 delineates the duties of the DELAC, as provided below. The list of DELAC duties on CDE's web site omits item #5, administration of the annual language census.

The DELAC shall advise the Board on at least the following tasks: (5 CCR 11308)

1. Developing a district master plan for education programs and services for English learners, taking into consideration the school site plans for English learners
2. Conducting a districtwide needs assessment on a school-by-school basis
3. Establishing a district program, goals, and objectives for programs and services for English learners
4. Developing a plan to ensure compliance with applicable teacher or instructional aide requirements
5. Administering the annual language census
6. Reviewing and commenting on the district's reclassification procedures 7.

Reviewing and commenting on the required written parental notifications

(cf. 0420 - School Plans/Site Councils)

(cf. 1220 - Citizen Advisory Committees)

(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

In order to assist the advisory committee in carrying out its responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

LCAP Advisory Committee

The following section is applicable if the district's student enrollment includes at least 15 percent English learners, with at least 50 students who are English learners. Education Code 52063 requires that such districts establish an English learner parent advisory committee to review and comment on the district's local control and accountability plan; see BP 0460 - Local Control and Accountability Plan. 5 CCR 15495 requires this committee to include a majority of parents/guardians of English learners.

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 11301, 15495)

(cf. 0460 - Local Control and Accountability Plan)

The DELAC may also serve as the LCAP English learner advisory committee. (7/18 7/19) 12/19

Rio School District
Reclassification Criteria
Fall 2020

FPM EL10 to accompany BP6174
Based on BP 6174

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (Education Code 313, 52164.6; 5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment

ELPAC criteria-Overall Level 4 Well Developed Language

A comparison of student performance on an objective assessment of basic skills in English language arts. The assessment results must have an empirically established range of performance in basic skills based on the performance of English proficient students of the same age. Rio Criteria (approved by the School Board) is a 3 or 4 on CAASPP ELA.

*Fall 2020-2021- The 2018-2019 ELA CAASPP scores may be used for Reclassification.

2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student

1-5: Progressing towards meeting grade level benchmarks

6-8: 2.0 grade average in core subjects with no Fs OR the teacher(s) provides input based on other classroom indicators that show the student meets the academic performance criteria (EL Coordinator, teacher, administrator, counselor meet to discuss classroom indicators).

3. Parent/guardian opinion and consultation

Provide notice to parents of guardians of their rights and encourage them to participate in the reclassification process.

Provide an opportunity for a face-to face meeting with parents or guardians.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan. If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

IEP teams can recommend reclassification for special education students using alternate measures of English Language Proficiency and performance in basic skills. The IEP team must follow Ventura County SELPA guidelines for reclassification.

**Agenda Item Details**

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval of Open Enrollment for 2021/2022
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Open Enrollment Dates for 2020/2021

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Educational Services is providing the board with the 2021-2022 Open Enrollment dates. Families will be able to request intra-district transfers during this open enrollment window.

A copy of the application is attached for review.

[Intra District General Letter Open Enrollment 2021_English and Spanish.pdf \(322 KB\)](#)

[Intra District Application 2021_2022_English \(1\).pdf \(169 KB\)](#)

[Intra District Application 2021_2022_Spanish.pdf \(159 KB\)](#)

Administrative Content**Executive Content**

Rio School District

January 27, 2021

Board of Education

Cassandra Bautista
President

Eleanor Torres
Clerk

Edith Martinez-Cortes
Trustee

Kristine Anderson
Trustee

Linda Armas
Trustee

The Rio School District will be accepting applications for Open Enrollment, Intra district transfers, between February 16th and March 26th, 2021. Intra district transfers are transfers requested by resident district students who wish to enroll at a school site different than their resident area school.

If you want your child to attend another school within the Rio School District, you must complete the required application. The application will not be mailed, but can be picked up at the District Office located at 1800 Solar Drive., Oxnard, CA 93036 and is available online at the District Office website www.rioschools.org. If you want your children to continue attending their home school you do not need to fill out an open enrollment form.

Superintendent

Dr. John Puglisi, Ph.D.

Please note the timeline below:

February 16, 2021

Intra-district Open Enrollment Applications are available at the District Office.

March 26, 2021

Deadline for all applications. Applications must be received at the District Office by 4:30 p.m.

June 2021

Parents will be notified of the status of their application by mail.

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

If you have any questions concerning Intra district transfers, please contact Maria Rivera, at 805-485-3111 ext. 2132.

Sincerely,

Veronica Rauschenberger
Director of School and System Improvement

Rio School District

27 de enero 2021

Board of Education

Cassandra Bautista
President

Eleanor Torres
Clerk

Edith Martinez-Cortes
Trustee

Kristine Anderson
Trustee

Linda Aguilar
Trustee

El Distrito Escolar Rio estará aceptando solicitudes para la Inscripción Abierta, Transferencias dentro del Distrito, entre el 16 de febrero al 26 de marzo del 2021. Las transferencias dentro del distrito son transferencias solicitadas para estudiantes residentes del distrito que desean inscribirse en una escuela distinta a su escuela de área de residencia.

Si desea que su hijo asista a otra escuela dentro del Distrito Escolar Rio, debe completar la solicitud requerida. La solicitud no se envía por correo, pero puede recogerla en la Oficina del Distrito ubicada en 1800 Solar Drive Ste. 100, Oxnard, CA 93036 y está disponible en la red en el sitio web del Distrito, www.rioschools.org. Si desea que sus hijos sigan asistiendo a su escuela de residencia, no necesita llenar una solicitud de inscripción abierta.

Por favor vea la línea de tiempo de abajo:

Superintendent

Dr. John Puglisi, Ph.D.

16 de febrero 2021

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

26 de marzo 2021

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

Junio 2021

Padres serán notificados del estado de su solicitud por correo.

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

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

Atentamente,

Veronica Rauschenberger
Dir. ^a De Mejoramiento de Escuelas y Sistemas



Rio School District
Intra-district Transfer Request
For the 2021-2022 School Year

PLEASE NOTE: If you wish your child to attend your neighborhood school of residence, you do not need to complete this form.

PLEASE PRINT

Date: _____ Date of Birth: _____

Name of Student: _____ Grade in 2021-2022: _____

Parent/Guardian Name: _____ Home Phone: _____

Home Address: _____ Work Phone: _____

Current School of Attendance: _____

Requested School: _____ School of Residence: _____
(School you wish your child to attend) (Neighborhood School)

- Continuing Intra-district Transfer Student

Reason for Request:

- New Application
- I moved and want to continue at _____ School for the remainder of the year.
- Parent/Guardian is assigned to requested school as primary place of employment.
- Dual Immersion
 - Approved DI program _____
 - Denied DI program (Principal authorization for Dual Immersion Program)

Signature of Parent/Guardian

Date

PLEASE NOTE: All students who submit applications to the District Office **no later than 4:30 p.m. on March 26, 2021** shall be considered for enrollment to their school of request the following school year under Rio School District's Open Enrollment Policy. Applications received after the deadline may be denied.

OFFICE USE ONLY

Status of Request: Approved ____ Denied ____ Waiting List ____ Waiting List
No. ____

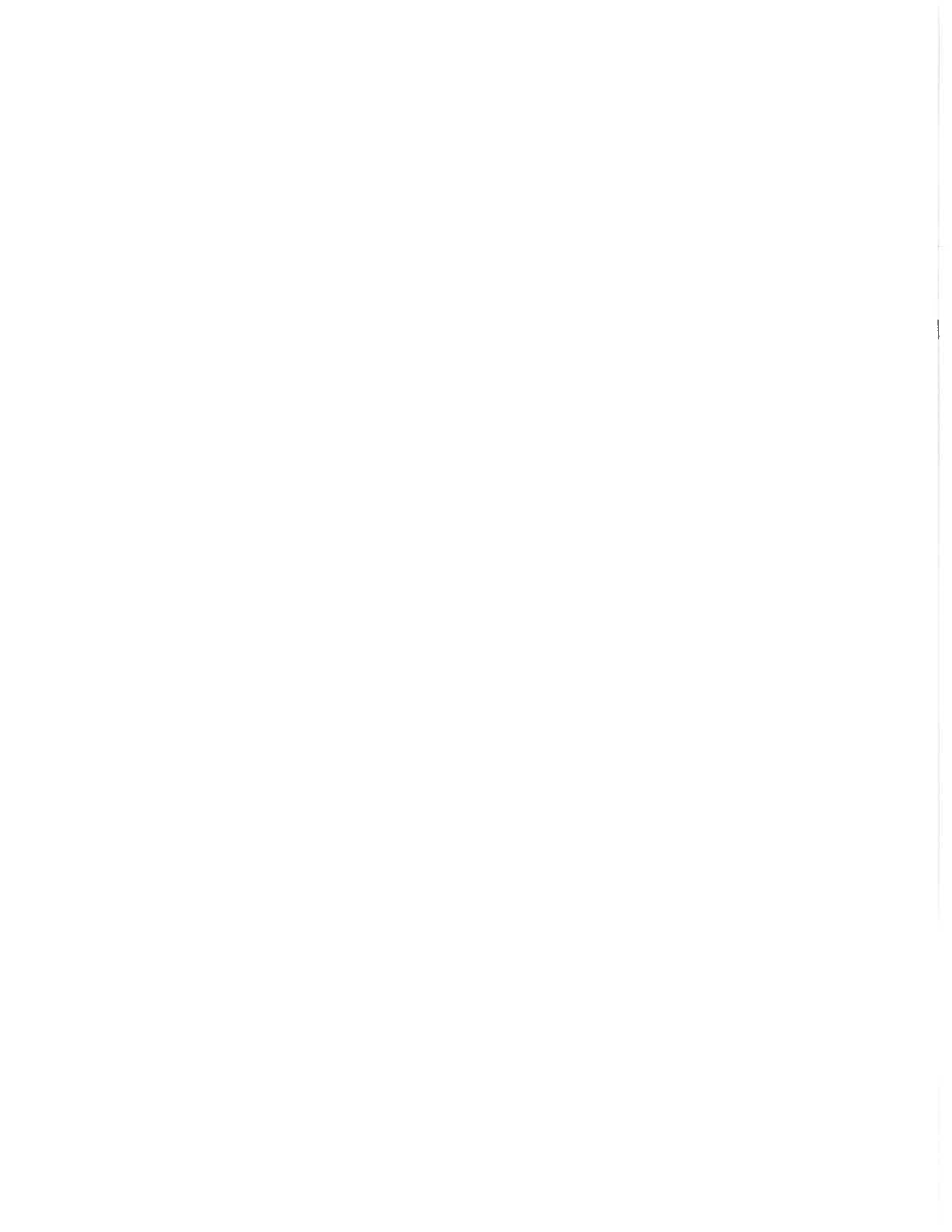
Approved by: _____ Date: _____

Rio School District
Intra-district Transfer Procedures
2021-2022

Open Enrollment/Intra-district

1. No student currently residing within a school's attendance area shall be displaced by an Intra-district transfer student (EC 35160.5)
2. **All students making a first request for an Intra-district transfer must first enroll at their school of residence.** Once enrolled, parent/legal guardian may apply for an Intra-district transfer. Parents/legal guardians are required to fill out an application form to indicate that they wish to transfer their student to another school and return the form to the **District Office located at 1800 Solar Drive 3rd Floor, Oxnard before 4:30 p.m. on Friday, March 26, 2021.** Continuing Intra-district transfer students will be considered before new applicants.
3. **Rio Plaza and Rio Real's Dual Immersion program will accept transfer request based on acceptance into the Dual Immersion program. Applicants should contact the site administrator for program specifics at (805) 485-3117.**
4. Priority will be given to students whose parent/legal guardian is assigned to that school as his or her primary place of employment.
5. **All students who submit applications to the District no later than 4:30 p.m. on Friday, March 26, 2021 shall be considered** for admission to their school of request the following school year under the District's Open Enrollment/Intra-district Policy. Applications received after the deadline may be considered if further openings exist.
6. If the Intra-district transfer applicant pool exceeds available space in a school of choice, approval shall be determined by lottery from the eligible applicant pools, and a waiting list shall be established to indicate the order in which students may be accepted. Late applicants may be added to the waiting list in the order in which they apply.
7. Applicants will be informed by mail as to whether their applications have been approved, denied or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
8. Applicants that are approved are approved with the condition that the Intra-district transfer student may be displaced to their school of residence if an incoming resident student enrolls and no space is available.
9. Except as required by 20 USC 6316, for transfers out of Title I program improvement schools, the District shall not be obligated to provide transportation for students who attend outside their attendance area. However, upon request, the Superintendent or designee may authorize transportation contingent upon available space and funds. Priority for any such transportation shall be based on demonstrated financial need.
10. An Intra-district transfer may be revoked at any time by the district for the following reasons:
 - 1.) Student is excessively tardy or absent from school, or student is brought to school excessively tardy or picked-up excessively early,
 - 2.) Student fails to uphold appropriate behavior standards,
 - 3.) student fails to make appropriate academic efforts,
 - 4.) False or misleading information was provided on the Intra-district transfer and/or accompanying documentation, and
 - 5.) Other conditions that occur that would render continuance inadvisable.

Rio del Sol (K-8)	Rio School District	Rio de Valle Middle School (6-8)
Rio del Mar (K-5)		Rio Vista Middle School (6-8)
Rio Del Norte (K-5)		Rio Real (K-8 D.I. Only)
Rio Lindo (K-5)		Rio Plaza (K-5, TK-1st D.I.)
Rio Rosales (K-5)		





Distrito Escolar Rio
Petición de Transferencia Dentro del Distrito
Para el Año Escolar 2021-2022

POR FAVOR NOTE: Si desea que su hijo/a asista a la escuela de su residencia, no necesita completar esta forma.

POR FAVOR IMPRIMIR

Fecha: _____ Fecha de Nacimiento: _____
Nombre del Estudiante: _____ Grado en 2021-2022: _____
Nombre del Padre/Tutor: _____ # de Teléfono de casa: _____
Domicilio: _____ #de Teléfono del trabajo: _____
Escuela de Asistencia Actual: _____
Escuela que Solicita: _____ Escuela de Residencia: _____
(Escuela a la que quiere su hijo/a asista) (Escuela de su vecindario)

Me gustaría que mi estudiante continúe con la colocación actual de transferencia dentro del distrito

Razón para su petición:

- Nueva Aplicación
- El Acta de Inscripción Abierta
- Padre/Guardián está asignado a la escuela seleccionada por parte del lugar Empleo.
- Inmersión Dual
 - Aprobado al programa DI _____
 - No fue Aprobado al programa DI _____ (Principal authorization for Dual Immersion Program)

Firma del Padre/Tutor

Fecha

POR FAVOR NOTE: Todas las aplicaciones entregadas en la oficina distrito a las 4:30 p.m. del 26 de marzo, 2021 serán ser consideradas para matriculación en la escuela de su elección para el siguiente año escolar bajo la Póliza de Matriculación Abierta del Distrito Escolar Rio. Las aplicaciones recibidas después de la fecha de plazo pueden ser negadas.

Únicamente para la Oficina

Información de las Solicitud: Aprobada _____ Negada _____ Lista de Espera _____

Aprobado por: _____ Fecha: _____

Distrito Escolar Rio
Petición de Transferencia Dentro del Distrito
Para el Año Escolar 2021-2022

Inscripción abierta / Intra-distrito

1. Ningún estudiante que reside actualmente en el área de asistencia de una escuela será desplazado por un estudiante transferido dentro del distrito (EC 35160.5).
2. **Todo el estudiante que realicen una primera solicitud de transferencia dentro el distrito debe primero inscribirse en su escuela de residencia.** Una vez inscrito, el padre/tutor legal puede solicitar una transferencia dentro del distrito. Los padres/tutores legales deben completar un formulario de solicitud para indicar que desean transferir a su estudiante a otra escuela y devolver el formulario a la **Oficina del Distrito ubicada en 1800 Solar Drive 3rd piso, Oxnard antes de las 4:30 p.m. el viernes 26 de marzo de 2021.** Los estudiantes de transferencia continua dentro del distrito serán considerados antes que los nuevos solicitantes.
3. **El programa de doble inmersión de Rio Plaza y Rio Real aceptara la solicitud de transferencia según la aceptación en el programa de doble inmersión. Los solicitantes deben comunicarse con el administrador del sitio para obtener información específica del programa al 805-485-3117.**
4. Se les dará prioridad a los estudiantes cuyos padres/tutores están asignados a esa escuela como su lugar principal de empleo.
5. **Todos los estudiantes que entreguen sus aplicaciones en el distrito antes de las 4:30 p.m. del 26 de marzo, 2021 deberán ser consideradas** para su ingreso a su escuela de solicitud para el siguiente año escolar bajo la Póliza del Distrito de Matriculación/Dentro del Distrito. Las aplicaciones recibidas después de la fecha especificada pueden ser negadas. No hay un proceso de apelación para las decisiones de Matriculación/Dentro del Distrito.
6. Si el grupo de solicitantes de transferencia dentro del distrito excede el espacio disponible en una escuela de elección, la aprobación se determinará por sorteo de los grupos de solicitantes elegibles y se establecerá una lista de espera para indicar el orden en que los estudiantes pueden ser aceptados. Los solicitantes tardíos pueden agregarse a la lista de espera en el orden en que solicitan.
7. Si el grupo de solicitantes de transferencia dentro del distrito excede el espacio disponible en una escuela de elección, la aprobación se determinará por sorteo de los grupos de solicitantes elegibles, y se establecerá una lista de espera para indicar el orden en que los estudiantes pueden ser aceptados.
8. A los solicitantes se les informará por correo si su aplicación ha sido aprobada, negada o colocada en lista de espera. Si la aplicación es negada, las razones por la negación deberán ser explicadas.
9. Los solicitantes aprobados son aprobados con la condición de que un estudiante con transferencia dentro del distrito puede ser desplazado a su escuela de residencia si un estudiante residente se matricula y no hay espacio disponible.
10. Excepto como es requerido por 20 USC 6316, para transferencias fuera de las escuelas con Programa de Mejoramiento Escolar Título I, el Distrito no estará obligado a proporcionar transportación a estudiantes que asisten fuera de su área de residencia. Sin embargo, sobre petición, la Superintendente o su designado pueden autorizar transportación considerando el espacio y los fondos disponibles. La prioridad para tal transportación deberá ser basada en demostrar necesidad financiera.
11. Una transferencia dentro del distrito puede ser revocada en cualquier momento por el distrito por las siguientes razones: El estudiante llega demasiado tarde o está ausente de la escuela, o el estudiante es llevado a la escuela demasiado tarde o recogido excesivamente temprano, 2.) El estudiante no cumple con los estándares de comportamiento apropiados, 3.) el estudiante no hace los esfuerzos académicos apropiados, 4.) Falso o se proporcionó información engañosa en la transferencia dentro del distrito y / o la documentación adjunta, y 5.) Otras condiciones que ocurran que harían desaconsejable la continuación.

Rio del Sol (K-8)
Rio del Mar (K-5)
Rio Del Norte (K-5)
Rio Lindo (K-5)
Rio Rosales (K-5)

Distrito Escolar Rio

Rio de Valle Middle School (6-8)
Rio Vista Middle School (6-8)
Rio Real (K-8 D.I. Only)
Rio Plaza (K-5, TK-1st D.I.)

8.4



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 RSD and RTA COVID MOU - Return to In-Person Instruction
Access	Public
Type	Action
Recommended Action	It is recommended the board take action and approve the RSD and RTA COVID MOU - Return to In-person Instruction as presented and agreed to between the RSD and RTA negotiating parties.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: The RSD and RTA negotiating teams met several times during the months of October, November and December to collaborate on a COVID MOU (Memorandum of Understanding) for Return to In-Person Instruction.

The details of the MOU are attached here within.

RTA and RSD Reopening for In Person Instruction - MOU 12.15.2020 (FINAL).pdf (197 KB)

Administrative Content

Executive Content

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RIO SCHOOL DISTRICT (RSD) AND
RIO TEACHERS ASSOCIATION (RTA)**

REGARDING THE COVID-19 PANDEMIC AND SCHOOL RE-OPENING DURING THE 2020-2021 SCHOOL YEAR.

As of December 16, 2020

The Rio School District ("District") and the Rio Teachers Association ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the coronavirus COVID-19 and the re-opening of schools using a hybrid instructional model consisting of a combination of distance (virtual) learning, in-person instruction ("Hybrid Program"), and/or-small groups or cohorts of students ("Small Group Instructional Program"). **AGREED**

As of the date of this MOU, the Parties recognize that the COVID-19 pandemic necessitates significant modifications to the operation of schools to minimize the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students. **AGREED**

The Parties recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. The Parties recognize the importance of prudent measures to prevent employees, students, their families, or other people using facilities from being exposed to or infected with COVID-19. Consistent with applicable Public Health guidelines, prudent measures shall be taken to identify potential exposure and prevent the spread of the disease. It is in the mutual interest of both parties to address the requirements and recommendations of the California Department of Public Health (CDPH), and Ventura County Health Care Agency (VCHCA) in order to prevent the spread of illness arising from COVID-19. **AGREED**

This MOU shall supersede any provisions of the Collective Bargaining Agreement or September 30, 2020 MOU between the Parties that are in conflict for the duration of this MOU, or until modified by mutual agreement of the District and the Association. **AGREED**

The Parties agree to the following:

School Reopening Plan

The District will implement, to the extent possible, a "progressive reopening of schools plan." The program phase-in shall be consistent with applicable federal, state, and local mandates as well as Board of Education policies and directives, subject to negotiation with the Association to the extent required by law (e.g. Appellate cases, PERB decisions). **AGREED**

The progressive plan will include a Distance Learning program for all students starting August 31, 2020 that will continue until the date of reopening for the Hybrid Program has been determined. At that time, and if approved to reopen (according to state and local county health guidelines), a Hybrid Program. In addition to the Hybrid Program, the District will commence the Small Group Instructional Program on November 2, 2020. Unit members assigned to begin November 2, 2020 will be provided two days prior to November 2, 2020, where the unit members shall provide a 30-minute synchronous (live) SEL check in with their students and provide the remainder of required daily instructional minutes asynchronously (time value instruction). The remainder of these two days

shall be uninterrupted unit member time for purposes of preparing classrooms for reopening for the Small Group Instructional Program on November 2, 2020. Unit Members shall have access to their classrooms at the beginning of the work day. **AGREED**

Unit members shall continue to deliver daily instruction via and according to the Distance Learning model until such time it is deemed safe to reopen, unless assigned to the Small Group Instructional Program. **AGREED**

Unless assigned to the Small Group Instructional, unit members shall provide a 30-minute synchronous (live) SEL check in with their students two days prior to reopening (dates to be determined) for the Hybrid Program and provide the remainder of required daily instructional minutes asynchronously (time value instruction). The remainder of these two days shall be uninterrupted unit member time for purposes of preparing classrooms for reopening. **AGREED**

The instructional model and program shall be decided by the District and may vary by school site and grade level. If the District determines changes are necessary to the instructional-related provisions in this MOU during its term, it will provide notice to the Association and negotiate the impacts and effects if any. **AGREED**

1.1. Compensation and Employee Benefits

Unit Members available to work during the term of this MOU shall continue to receive their full compensation and benefits except in circumstances where employees exhaust available leaves pursuant to the collective bargaining agreement applicable provisions of the Federal Families First Coronavirus Response Act (FFCRA – which expires December 31, 2020) and/or any other provisions provided by law. If extracurricular duties can and are performed, Unit Members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. **AGREED**

1.2. DEFINITIONS

1.3. “Face Coverings” – cloth face coverings or masks as recommended by federal, state, and local public health guidance. **AGREED**

1.4. “Hand Sanitizer” – CDC recommended and FDA approved hand sanitizer. **AGREED**

1.5. “Personal Protective Equipment” – this refers to equipment that is used to limit or prohibit the transmission or infection of COVID-19 from person to person. It is also commonly referred to as Essential Protective Equipment or Essential Protective Gear and includes face coverings, mask, face shields, neck guards, barriers, gloves, goggles, etc., **AGREED**

1.6. “Physical Distancing” – also known as social distancing to help decrease the spread of the virus by increasing the space between people as defined by applicable public health authorities (currently at least six (6) feet). **AGREED**

1.7. “Distance Learning” – as defined by Education Code 43500 means instruction in which the student and instructor are in different locations. Students receive both synchronous (live) and asynchronous (time value) instruction provided by a certificated employee in a Distance Learning program. **AGREED**

1.8. “Hybrid Program” – means instruction in which students are assigned to a teacher to attend in-person learning as part of a stable classroom group (Group A) while another group of students to attend in-person learning at a different time, as part of a stable classroom group (Group B). Students designated for distance learning only will remain in a distance learning group (Group C)

and receive their live virtual instruction at a separate time during the instructional day. During the time when one group receives in-person instruction, the other groups will participate in asynchronous instruction provided by the teacher. Live streaming of in-person instruction shall be at the discretion of the unit member and with agreement from the site administrator. Each stable classroom group shall not exceed appropriate social distancing guidelines within the confines of each particular classroom/learning environment. **AGREED**

- 1.9.** "Small Group Instructional Program" – means instruction in which a stable cohort of students assigned to a teacher attend in-person. Each stable cohort shall not exceed appropriate social distancing guidelines within the confines of each particular classroom/learning environment in accordance with the Guidance Related to Cohorts issued by the CDPH on August 26, 2020 and Updated on September 4, 2020 (including any future revisions). The Small Group Instructional Program may also be implemented to provide enrichment and/or intervention services to disengaged or at-risk students. Those services shall be provided by other support personnel and/or certificated volunteers. **AGREED**

2.1 PERSONAL PROTECTIVE EQUIPMENT ("PPE")

- 2.2** The District shall provide face coverings to all unit members and students for every day that unit members or students are required to report to school sites. A clear face shield and a plexiglass barrier shall be provided to each unit member upon request. **AGREED**
- 2.3** In-lieu of using District-provided PPE, unit members may bring their own PPE so long as the PPE complies with public health guidelines and provides equivalent protection to the PPE provided by the District. **AGREED**
- 2.4** Unit members shall not be required to bring their own PPE, and no unit member shall be disciplined or evaluated negatively for not bringing their own PPE. **AGREED**

Face Covering Requirements

- 2.5** Face coverings shall be worn over the nose and mouth by all individuals on a school campus. This applies to all employees, all students in grades TK - 8, and any visitors on campus over two years of age. A teacher who is teaching classes from their classroom on site does not have to wear a face mask while alone in their classroom. The District shall develop and share with staff a plan to deal with individuals who are not in compliance with the face covering requirements. **AGREED**
- 2.5.1** Face coverings shall not be required for students or employees if there is a medical or behavioral contraindication verified in writing from a medical professional or behavioral specialist. In the event an employee cannot wear face coverings due to a verified medical condition, the parties will attempt to accommodate the employee through the interactive process. **AGREED**
- 2.5.2** For health and safety reasons, students who refuse to wear a mask in a classroom setting shall not be returned to the classroom setting for the remainder of the in-person instructional day. This is to prevent possible exposure to other students and employees. Prior to removal from the in-person instructional day, the teacher and administrator shall attempt to first remedy the non-compliance utilizing positive behavior reinforcement and/or other behavioral corrective strategies. The student will be allowed to return for in-person instruction the following day. Students who are habitually non-compliant with wearing a face covering will go through the interactive process led by the site administrator to determine an appropriate accommodation. **AGREED**
- 2.5.3** In cases where students have a documented medical reason for NOT wearing a mask,

parents, principals, teachers, and nurses will work collaboratively to address additional needs for protection of staff and students, to determine an appropriate accommodation which may include moving the student to a distance learning setting. **AGREED**

Hand Washing Requirements

- 2.6** The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19. **AGREED**
- 2.7** All individuals shall be required to wash their hands or use medically effective hand sanitizer upon entering district sites and every time a classroom is entered. **AGREED**
- 2.8** The District shall comply with the following hand washing requirements:
 - 2.8.1** The District will provide each school site, classroom, and non-classroom workspace with hand washing/hand sanitizing supplies for regular daily use. **AGREED**
 - 2.8.2** Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus. **AGREED**
 - 2.8.3** All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked as needed and prior to the beginning of each day that staff or students are on campus. **AGREED**

3.0 HEALTH GUIDELINES AND ORDERS

- 3.1** The District will follow public health directives and agree to meet as soon as possible with the association to negotiate the impact and effects of any revisions or updates to the guidelines on unit members' working conditions. **AGREED**

Physical Distancing:

- 3.2** The District shall ensure minimum physical distancing (currently at least six (6) feet) between all employee/student workspaces, to the extent practicable. **AGREED**
 - 3.2.1** All workspaces shall be measured and marked to maintain the physical distancing requirement prior to the start of the Small Group Instructional Program or Hybrid Program: The District shall be responsible for measuring and marking as described above. **AGREED**
- 3.3** Time spent in proximity of less than six (6) feet between individuals shall be minimized to the extent possible, generally no more than ten minutes. **AGREED**
- 3.4** The District shall provide a plan for physical distancing in classrooms per school site, which ~~may~~ shall include:
 - 3.4.1** Arranging teacher and other staff seating six feet away from student seating.
 - 3.4.2** Arranging student seating six feet apart.
 - 3.4.3** Marking classroom floors to promote distancing or arranging seating in a way that minimizes face-to-face contact
 - 3.4.4** Designating routes for ingress and egress at sites, using as many entrances as feasible
 - 3.4.5** Minimizing sharing of objects and equipment between students. Materials or equipment that must be shared should be sanitized between each classroom group use.
 - 3.4.6** Implementing one-way directional movement where possible.

- 3.4.7 Designating an isolation location for employees and students who develop COVID-19 symptoms at school. **AGREED**
- 3.5 The District shall provide a plan for physical distancing in shared areas per each school site which shall include:
 - 3.5.1 Making arrangements for teachers to make/receive classroom copies of materials in a safe way. **AGREED**
 - 3.5.2 Appropriate signage indicating appropriate measures for storing, retrieving, heating and consuming lunch that complies with safety measures as described throughout this document. **AGREED**
 - 3.5.3 Signs for each restroom with more than one stall that indicates occupied/unoccupied. **AGREED**
 - 3.5.4 Each bathroom shall be stocked with CDC recommended and FDA approved hand sanitizer that is refilled on a regular basis. **AGREED**
 - 3.5.5 When students need to be supervised by someone other than the classroom teacher, that other employee shall supervise from outside the classroom unless extenuating circumstances require that they enter the classroom. **AGREED**
- 3.6 Unit members will actively participate in the physical distance set up for their assigned classrooms/learning spaces in preparation for the Small Group Instructional Program or Hybrid Program. Unit members shall not be required to move any classroom furniture. **AGREED**

Meetings and Gatherings:

- 3.7 Meetings, Professional Development and gatherings shall be conducted in virtual modalities to the extent possible. In person meeting attendance is voluntary. **AGREED**
- 3.8 During Hybrid and Small Group Instructional models, the District shall not require in-person staff meetings or professional development if the District cannot ensure appropriate PPE and a minimum of six (6) feet of physical distance between all employees for the duration of the meeting. **AGREED**
- 3.9 In the event an in-person meeting is held, all physical distancing requirements outlined in this MOU, and all safety and health guidelines in accordance with all applicable federal, state, and local mandates as well as Board of Education policies and directives will be followed. **AGREED**
- 3.10 Unit members who are approved to participate in Distance Learning only teaching (Section 4.3) shall have the option to participate in meetings remotely. **AGREED**
- 3.11 In no event will any meeting or gathering exceed the number of individuals allowed by applicable health directives. **AGREED**
- 3.12 Large in-person gatherings are prohibited. **AGREED**
 - 3.12.1 Back-To-School Night, parent/teacher conferences, school assemblies, and Promotion meetings or ceremonies shall be conducted virtually for the 2020-2021 school year unless mutually agreed upon by the Parties. **AGREED**
- 3.13 School staff shall limit the number of in-person visits to classrooms, work spaces, common areas, or the school office in order to minimize the spread of the illness. Only the assigned unit member, other assigned personnel, and assigned students will be in a classroom during work hours, and cleaning of the classroom will take place after 4:00 pm. Unit members must arrange with their site administrator the need to be present in their classroom additional time beyond 4:00 pm for additional professional obligations (i.e., IEPs). **AGREED**

Cleaning and Disinfecting:

- 3.14 The District shall ensure that all classroom spaces, restrooms, common spaces, and workspaces

are cleaned and disinfected daily, including but not limited to desks, doorknobs, light switches, faucets, and other high touch fixtures, using the safest and most effective disinfectant necessary, as recommended by federal, state, and/or local health officials. **AGREED**

3.15 Daily cleaning and disinfecting shall be done by trained custodial personnel. **AGREED**

3.16 Certificated unit members shall not be required to perform daily cleaning and disinfecting except for personal property or items. **AGREED**

Health Screening, Testing, Notification, and Contact Tracing

3.17 Written procedures for daily self-screening will be communicated to students, employees, and visitors daily prior to entering school. **AGREED**

3.17.1 All unit members will be trained on these self-screening protocols and procedures and required to utilize them daily. **AGREED**

3.18 All unit members are required to conduct a daily COVID-19 self-assessment via a district approved passive screening app or web based tool prior to coming to work and shall not report for duty in person if they present symptoms related to COVID-19 and/or a temperature of 99.5 degrees or higher. **AGREED**

3.19 All unit members will be required to undergo a daily temperature scanning upon reporting to work and prior to entering their assigned worksite. **AGREED**

3.20 Unit members who report to work with any symptoms consistent with COVID-19, and unit members who have had close contact with a person with COVID-19, shall be sent home. **AGREED**

3.21 Employees who are sick are expected to remain home and shall not be permitted on a District site while sick. The employee will contact their immediate supervisor and/or HR Department regarding their illness as well as report their absence in the district's employee attendance reporting system. **AGREED**

3.22 Upon notification that an employee has been infected with COVID-19, the District shall initiate contact tracing procedures as directed by the Ventura County Public Health Department. The District shall notify the Association President of the site where the infected person works during the suspected incubation/active infection period unless directed otherwise by the Ventura County Health Department. **AGREED**

3.23 Bargaining unit members shall periodically undergo testing for COVID-19, as testing capacity permits and as practicable. All District employees will be tested over a two-month period, where 25% of employees are tested every two weeks, or 50% every month to rotate testing of all employees over time. Testing shall be provided through either an at home testing kit or on site testing mobile unit. **AGREED**

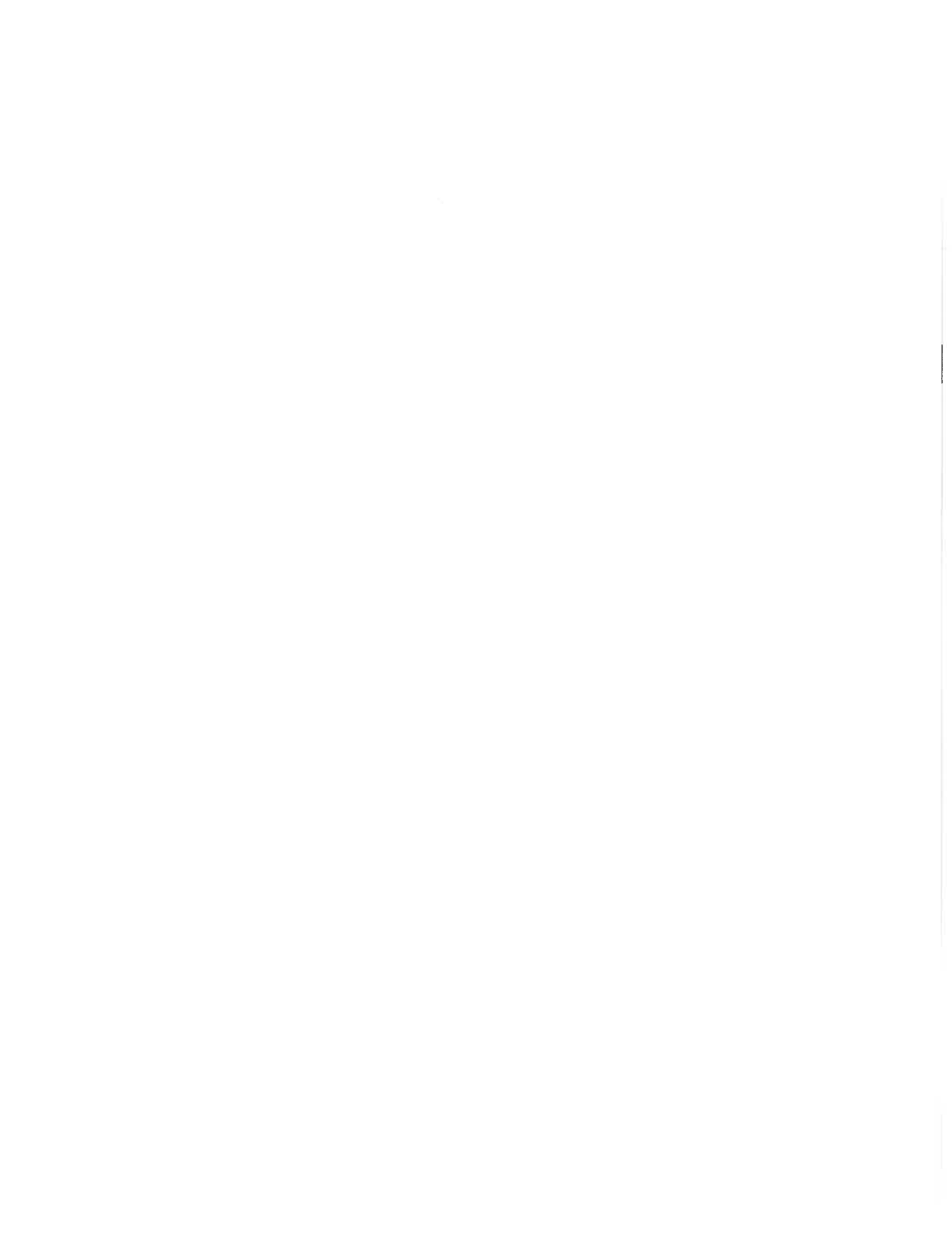
4.0 INSTRUCTIONAL PROGRAMS

4.1 Distance Learning Program

4.1.1 The District will implement a Distance Learning program district-wide starting August 31, 2020. The implementation of the Distance Learning instructional program shall be in alignment with the provisions of the Distance Learning MOU adopted on September 30, 2020 and in compliance with state laws and guidelines (SB98, AB77). **AGREED**

4.1.2 Teaching Assignment

4.1.3 Upon the switch to a Hybrid Program or Small Group Instructional Program ; the District will continue to offer 100% distance learning to students/families who request that model consistent with provisions of SB 98 and Education Code 43503. Unit members may be assigned



to 100% distance teaching assignments on a case by case basis as follows and in keeping with the guidelines of the Interactive Accommodations Process:

4.1.3.1 Verified medical documentation for an accommodation due to increased risk of severe illness from COVID-19 for the employee. **AGREED**

4.1.4 There is no guarantee that a unit member who meets the criteria and requests 100% Distance Teaching will be placed in such an assignment. However, the interactive accommodations process shall continue for a Unit Member who is not placed in a 100% Distance Teaching assignment. **AGREED**

4.1.5 At the conclusion of the 2020-21 school year, unit members working in a 100% Distance Learning remote work assignment shall return to their previous school site. **AGREED**

4.2 Hybrid Learning Model of Instruction

4.2.1 Should the District have state or county approval to reopen, the District shall reopen with a Hybrid Program three weeks after the county has been placed in the less restrictive Tier (Red Tier) according to state and local guidelines. **AGREED**

4.2.2 The Hybrid Learning Model allows for students assigned to a teacher to attend in-person learning as part of a stable classroom group (Group A) while another group of students to attend in-person learning at a different time, as part of a stable classroom group (Group B). Students designated for distance learning only will remain in a distance learning group (Group C) and receive their live virtual instruction at a separate time during the instructional day. During the time when one group receives in-person instruction, the other groups will participate in asynchronous instruction provided by the teacher. Live streaming of in-person instruction shall be at the discretion of the unit member and with agreement from the site administrator. Each stable classroom group shall not exceed appropriate social distancing guidelines within the confines of each particular classroom/learning environment. **AGREED**

4.2.3 Hybrid Learning (Return to In-Person Instruction) Instructional Schedules - Appendix A

4.3 Small Group Instructional Model

4.3.1 The District will implement a Small Group instructional Model beginning on November 2, 2020, in accordance with the CDPH Guidance Related to Cohorts issued August 26, 2020 and Updated September 4, 2020 (including any future revisions). **AGREED**

4.3.2 The Small Group Instructional Program may include enrichment and/or intervention services to disengaged or at-risk students. Those services shall be provided by other support personnel and/or certificated volunteers. **AGREED**

4.4 Daily Instructional Minutes and Requirements

4.4.1 According to Education Code 43501 as amended by SB98, the minimum daily instructional minutes for grades TK (180 daily minutes), 1-3 (230 daily minutes), and 4-8 (240 daily minutes), shall be in effect for the 2020-2021 school year). These daily instructional minutes shall be met through a combination of synchronous and asynchronous instruction. **AGREED**

4.4.2 When providing instruction (whether it be through a Distance Learning Program, Hybrid Learning Program, or Small Group Instructional Program), academic content, classwork, independent work, assignments, projects, synchronous instruction, asynchronous instruction, and live interaction will meet the daily instructional minutes per grade level identified in Section **AGREED**

4.4.3 Bargaining unit members shall be responsible for planning appropriate standards-based instruction; responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, completing required assessments, providing students feedback, and reporting

non-participation to the site administrator for additional outreach and follow-up. **AGREED**

- 4.4.4** Instruction should include content that requires student interaction with their teacher/classmates, content that engages a student in making a response, content that engages students in a visual way, and provides the bargaining unit member opportunities to provide the student encouragement and feedback. **AGREED**
- 4.4.5** Bargaining unit members shall document daily participation for each pupil on each school day, in whole or in part, in which the student participates in the Distance Learning Program or Hybrid Learning Program. A pupil who does not participate in distance instruction when assigned to do so shall be documented as absent by the teacher. Evidence of daily student participation in distance instruction or hybrid instruction shall include the following:
- 4.4.5.1** evidence of participation in online activities
 - 4.4.5.2** completion of regular assignments and/or assessments; and/or
 - 4.4.5.3** contacts between bargaining unit members and pupils or parents or guardians.
- AGREED**
- 4.4.6** Teachers must complete a weekly engagement record for each pupil documenting synchronous or asynchronous instruction for each whole or partial day that a student participates in instruction under the Distance Learning or Hybrid Learning Program, verifying daily participation, and tracking assignments (i.e. Google Classroom Assignments, Google Docs, Slides, SeeSaw Assignments and/or Lesson Plans, Live or Online Class Meetings) **AGREED**
- 4.4.7** Teachers must record their instructional minutes and lessons each day for each whole or partial day that a student participates in instruction under the Distance Learning or Hybrid Learning Program, as a means to certify the time value of assignments as required under Education Code section 43502(e)(2) (i.e. Class Schedules/Bell Schedules with required synchronous and asynchronous instructional minutes, Lesson Plans). **AGREED**

5.1 DAYS AND HOURS

Classroom Preparation Days

- 5.2** Prior to the first day of transition into the Hybrid Learning program, unit members assigned to the Hybrid Learning Program shall be provided two (2) work days for the purpose of transitioning. On these designated work days, students will receive a 30-minute SEL (social emotional learning) check in for purposes of meeting the requirement of daily synchronous (live) instruction with the remaining instructional day requirements being met through asynchronous (time value) instruction. The remainder of these two (2) days shall be uninterrupted time for the unit member to prepare and plan for the transition to the Hybrid Program. For those designated work days, Unit Members shall have access to their classrooms at the beginning of the work day. **AGREED**
- 5.3** After implementation of the Hybrid or Small Group Instructional Program, staff meetings shall be held weekly on Mondays from 12:30 - 1:30. **AGREED**
- 5.4** Professional Learning Time (PLT) shall take place each Monday from 1:30-3:00 pm according to the following schedule (Appendix B):
- one week RioStrong/Site PD
 - one week of teacher collaboration. (The District and Association shall mutually agree on a form that records agenda and minutes of collaboration time to be submitted to the site administrator within 48 hours of the completion of collaboration time.)
 - two weeks of teacher preparation **AGREED**

- 5.5 Full-Time Middle school teachers will be provided the time equivalent to one prep period per day. **AGREED**
- 5.6 On all established minimum days including those identified in the Hybrid Model, Small Group Instructional Model and the 2020-2021 Academic Calendar, all students will attend distance learning in the morning, regardless of their assigned group or cohort. **AGREED**
- 5.7 Previously established minimum days will remain as identified in the academic calendar and shall not be included in the PLT rotation. **AGREED**

Adjunct Duties, Committee Assignments, or Extra Duty Work

- 5.4 Adjunct duties, committee assignments, or extra-duty positions shall be performed in a virtual setting to the best extent possible. In the event such duties, assignments, or positions cannot be reasonably performed in a virtual setting and cannot ensure physical distancing requirements or public health directives regarding large group gatherings, they shall be cancelled. In the event of a cancellation, the employee shall be paid the prorated amount for the assignment. **AGREED**

6.1 LEAVES

- 6.2 Families First Coronavirus Relief Act (FFCRA expires December 31, 2020)
The District shall apply leaves consistent with the Collective Bargaining Agreement and Rio School District Policies. In addition to the foregoing, unit members shall have access to any additional leave for which they are eligible pursuant to any modifications to state and/or federal leaves recently enacted to address the Coronavirus pandemic. **AGREED**

7.0 EVALUATION

- 7.1 For the 2020/2021 school year, evaluation of unit members shall be limited to non-permanent unit members (temporary and/or probationary). Unit members may be evaluated by their site administrator in person or through Distance Learning and their learning management platform. **AGREED**
- 7.2 Non-permanent unit members designated for evaluation shall be notified in writing within the first 30 calendar days for the school year or assignment to that work location. This notification will include the name of his or her evaluator. **AGREED**
- 7.3 Non-permanent unit member observations shall take place between November 1, 2020 – December 17, 2020 (Cycle 1) and January 11, 2021 – February 28, 2021 (Cycle 2). **AGREED**
- 7.4 Non-permanent (Temporary and Probationary) unit members will be evaluated through virtual classroom and/or Hybrid Program lesson observations. The evaluator will utilize the approved evaluation forms as outlined in the RTA CBA. **AGREED**
- 7.5 The evaluation cycle for all permanent unit members shall be delayed by one year. **AGREED**

8.0 COVID-19 EXPOSURE AND SCHOOL SITE CLOSURE

- 8.1 Unit members who exhibit symptoms of COVID-19 are required to remain home and shall not be permitted on a District site. **AGREED**

8.2 The District will work with the Ventura County Department of Public Health to ensure that all staff being quarantined are given resources on how to properly quarantine and access medical care if illness manifests itself. **AGREED**

8.3 The District shall determine whether a school shall be open or closed and shall communicate any and all decisions about closures and re-opening to all bargaining unit members at a school site or district wide as appropriate. Such communication shall be by email or by telephone. RTA Leadership shall be notified prior to student and/or public notification. **AGREED**

9.0 TRAINING

9.1 Consistent with federal, state, and local public health officer guidelines, all staff shall be trained in COVID-19 safety and health protocols. **AGREED**

9.2 The District shall provide appropriate software and training for bargaining unit members required to engage with students in a virtual setting as part of distance learning. The training for these programs will take place during the workday. **AGREED**

10.0 ACCOMMODATION

10.1 The Parties acknowledge that the interactive accommodation process may be required to make work safe for employees with health conditions that heighten the risk of severe outcomes with COVID-19. **AGREED**

10.2 The District will utilize the interactive accommodations process to address accommodation requests from employees due to COVID-19 related concerns. **AGREED**

11.0 ACCESS LIMITATIONS AND ASSOCIATION RIGHTS

11.1 The District shall develop and implement a plan to minimize access to school sites by non-essential visitors, facility use permits, and volunteers. Maintenance work shall be performed outside of school hours. Unit members shall be notified if maintenance/construction work needs to be completed while they are in the classroom. **AGREED**

11.2 Representatives from the Association, including Association leaders, the California Teachers Association, and the National Education Association, shall be granted access to District worksites. **AGREED**

12.0 DURATION

12.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic. **AGREED**

12.2 The District and the Association agree that either party may notify the other party in writing regarding the immediate re-opening of negotiations relative to any article within this MOU at any time during the duration of this agreement. **AGREED**

12.3 This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties. **AGREED**

Tentatively Agreed to on December 16, 2020 pending ratification by the District and the Association.

For the District:

For the Association:

8.5



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.5 RSD and CSEA COVID MOU - Return to In Person Instruction
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	120,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended the board take action and approve the RSD and CSEA MOU for Return to In-Person Instruction as presented and as agreed upon between the RSD and CSEA negotiating parties.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: The RSD and CSEA negotiating teams met several times during the months of October, November and December.

The parties have come to an agreement on two MOUs:

- Memorandum of understanding regarding return impacts and effects on the CSEA bargaining unit.
- Memorandum of Understanding between California School Employees Association and its Rio Chapter #329 (CSEA) and Rio School District (District) regarding job description modifications due to COVID-19 pandemic

Both MOUs are attached here within for review and approval.

RSD and CSEA COVID MOU - Return Impacts and Effects.pdf (3,611 KB)

RSD and CSEA - COVID MOU - JD Modifications due to COVID-19 Pand.pdf (1,002 KB)

Administrative Content

Executive Content

For the District:

Carolyn Bernal

Date: 12-11-2020

For CSEA:

Henry Carson

Date: 12/11/20

MEMORANDUM OF UNDERSTANDING REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING UNIT

This memorandum is agreed between Rio School District (District) and the California School Employees Association and its Rio Chapter #329 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID-19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction. To facilitate the District's implementing either distance learning, in-person instruction, or an appropriate hybrid model, this MOU addresses the commitments that would only during the 2020/2021 school year.

To these ends, the District and CSEA agree as follows:

A. Safety:

The District acknowledges its obligation to develop and keep up-to-date a written, worksite-specific COVID-19 prevention plan at every facility (per CDPH guidance) and an infectious disease preparedness and response plan (per OSHA), to perform a comprehensive risk assessment (per CDPH guidance), and to regularly review updated guidance from state agencies, including CDPH and the California Department of Education.

Per CDPH guidance, the District will designate a COVID-19 coordinator for each worksite and inform CSEA of that person's name and contact information.

The District will provide CSEA with its worksite-specific COVID-19 prevention plans, its infectious disease preparedness and response plan, and its comprehensive risk

assessment, and will immediately provide CSEA with any changes to those documents.

The District will share with CSEA any information it receives or develops regarding safety issues related to COVID-19.

B. Physical Distancing

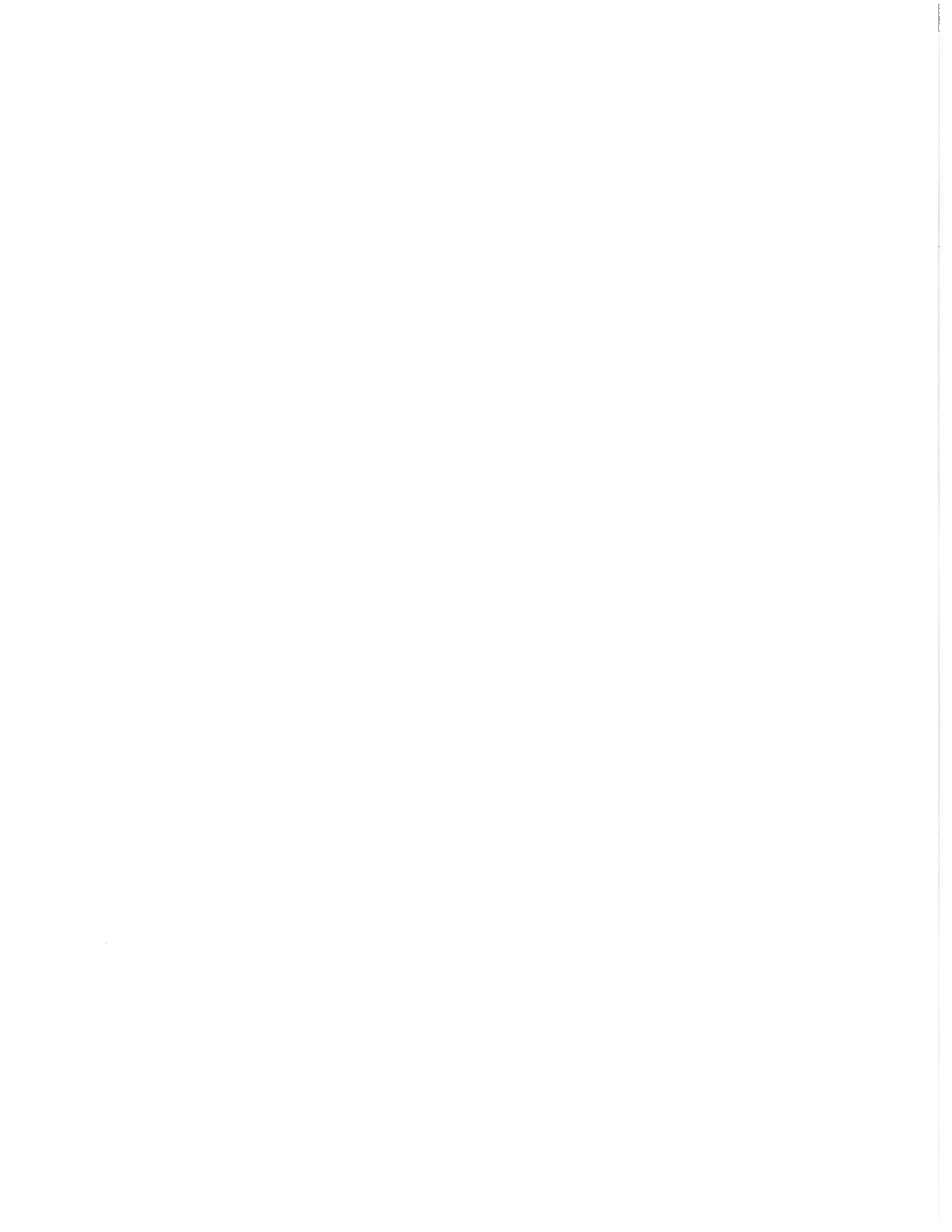
The District agrees to develop, implement, communicate physical distancing standards in school facilities and vehicles, which may include the following components:

- Maintaining appropriate changes to physical layout to maintain physical distancing.
- Limiting the number of employees and students in campus spaces to the number that can be reasonably accommodated while maintaining a minimum of six feet of space between employees, or current recommended distance.
- The District agrees to develop a plan to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers.
- As recommended by the current guidelines, create smaller student and staff cohorts to minimize the mixing of student groups throughout the day. Minimize movement of students and staff as much as possible.
- Limiting physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
- Physical barriers, such as sneeze guards, plexiglass, and partitions will be installed at sites as appropriate and other areas where maintaining physical distance is difficult or there is a higher likelihood of personal interactions.

C. Personal Protective Equipment

The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

- For staff engaged in symptom screening: Face masks, face shields, gowns, and disposable gloves
- For front office and food service staff: Face masks and disposable gloves
- For custodial staff: Face masks, gloves appropriate for all cleaning and disinfecting. Appropriate PPE for COVID-19 disinfection (Such as disposable gowns, gloves, eye protection, and face masks or respirators) as required by product instructions.



Any required personal protective equipment, including but not limited to face masks, face shield, disposable gloves will be provided by the District. This protective equipment will comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

- The District will notify CSEA if, due to supply issues, it cannot provide adequate PPE, and the parties will promptly negotiate the effects of such shortage, including alternative measures available.

D. Face Coverings

Every person on site, including students and visitors, will be required to wear a face covering in accordance with State health guidelines and orders. The parties recognize that coverings are not a replacement for physical distancing, but they must be used to mitigate virus spread.

Face coverings shall be worn in all walkways, bathrooms, and all common areas or in any indoor or outdoor space where 2 or more people are present and physical distancing is challenging.

E. Hygiene/Hand Washing/Sanitation

The District shall provide information or training for its employees regarding public health measures, hygiene, and sanitation to help prevent the spread of the virus.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

Handwashing locations and hand sanitizer shall be easily accessible at all sites and workstations and employees will have adequate break time to wash hands.

- In the event that any District site loses prolonged (two hours or more) access to water or plumbing, employees will be released to complete duties from home, if feasible as determined by the district, without any loss of pay or benefits.

Adequate site appropriate cleaning supplies will be maintained to continuously disinfect the school sites and District vehicles in accordance with CDPH guidance.

The District agrees to develop and maintain a maximum capacity seating plan for students of each vehicle while meeting six-foot physical distancing objectives.

This plan shall also:

- Ensure that drivers have access to sufficient face coverings to provide to students who board the bus without a face covering.
- Ensure buses have adequate staffing to engage in symptom screenings and physical distancing while the bus is in motion.
- Ensure that drivers have access to sufficient hand sanitizer.

The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) to address unique circumstances during COVID-19 pandemic and agrees to make updates accessible to employees and parents.

The District may establish a working group to focus on safety issues related to COVID-19, including issues that arise as District operations evolve and best practices. If such a working group is established, it shall include classified employees appointed by CSEA.

F. Reporting Unsafe Conditions:

In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition related to COVID 19 in the working environment to the immediate supervisor. The supervisor shall, within three (3) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.

- If an employee perceives their work assignment presents an immediate or imminent danger to their health or safety, they shall report it to their immediate supervisor. The supervisor will work with Human Resources to determine whether modifications/accommodations to the current work assignment are appropriate. Employees may be directed to complete work under modified conditions pending completion of the review.

G. Screening, Contact Tracing, and Notification

The District agrees to direct all staff and students to engage in "Passive Screening" prior to attending their shift or attending on site instruction (check temperature to ensure temperatures below 99.5 degrees Fahrenheit, check for symptoms outlined by public health officials) and to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19. Any classified employee who stays home due to symptoms related to COVID-19 must notify the District and their immediate supervisor.

The District agrees to screen employees and visitors to school sites as follows:

- Daily wellness checks at the beginning of each workday, may include temperature reading with a no-touch thermometer and a questionnaire about symptoms. Staff who conduct these checks shall be given appropriate PPE and barriers shall be used to reduce potential exposure during the checks.

If students come to school sites for in-person instruction, the District will screen students as follows:

- Parents will be required to complete the passive screening questionnaire at home each day prior to their student arriving at school.
- Daily visual symptom and wellness checks at the beginning of each school day, including temperature reading with a no-touch thermometer.

Bargaining unit members shall be trained in screening technique prior to screening. Staff will be educated about COVID-19 symptoms and will be instructed on the procedures to address positive identification of symptoms if they occur during the screening process or during the day.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

Records of staff screenings shall be kept in a safe, confidential location, and shall not be disclosed without employee permission except to county public health employees in the course of investigating a case or outbreak of the virus, or in accordance with law.

The District shall have documented plans for testing and contact tracing when any on-site person(s) have tested positive for COVID-19.

The District shall notify bargaining unit employees who have been exposed to COVID-19 at work. The District shall identify individuals who have been in close contact with an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts.

The District shall notify CSEA of potential bargaining unit member exposure to COVID-19.

The District shall provide testing at no expense to bargaining unit employees where potential exposure has occurred. The District will provide up to two (2) hours of paid leave for classified employees to be tested for COVID-19.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

The District will develop a plan for when a staff member, student, or visitor is exposed to COVID-19, per CDPH school guidelines. The District will provide that plan and any updates to CSEA and will train staff about the procedures to be followed.

- All training will be done during the employees' work hours or employees will be compensated at their regular rate of pay.

When the District provides in-person instruction, the District shall provide routine testing of all staff, so that each employee working on-site is tested at least once every two months. If the District is unable to offer such testing, or if the results of such testing are not available within 48 hours or less of test administration, the District will inform CSEA and employees, and shall make its best efforts to obtain timely testing capacity. Testing required by the District shall be provided at no cost to employees or the District may refer the employee to a no cost testing center. The District will provide up to two (2) hours of paid leave for classified employees to be tested for COVID-19.

H. Leave and Accommodations:

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides qualified employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows:

- 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - The employee is caring for an individual subject to an order or advised to self-isolate;
 - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all qualified District employees in the appropriate circumstances and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days. (Those first 10 days would be covered by the 80 hours of paid leave outlined above.)

Once leave is exhausted under HR 6201 and if the employee is unable to return to work, the employee may request to take other contractually entitled leaves. The district will review the request and determine which leaves the employee is qualified and entitled to take if any.

The District may permit intermittent use of HR6201 leave as appropriate.

If an employee is potentially exposed to COVID-19 at work and directed by the District to self-quarantine or is sent home from work due to a screening result or symptoms, the employee if medically able shall work from home with no loss in pay, benefits and no

deduction of leaves. If there are no duties that can be performed remotely, the District shall work with the employee, on an individualized basis, to develop a plan to cover their absence utilizing their contractually available leaves.

Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to request unpaid leave.

Workers' Compensation: The District shall follow all provisions of SB1159.

Accommodation of High-Risk Individuals: The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions or age. On an individualized basis, and utilizing the interactive process, the District agrees explore reasonable accommodations such as, but not limited to, telework, negotiated change in classification or duties, and voluntary/temporary site reassignment if mutually agreed upon by all parties. If reasonable accommodations would cause an undue hardship for the District, the District shall work with the employee as appropriate to develop a plan to cover their absence utilizing their contractually available leaves.

Accommodation for Dependent Care: If bargaining-unit employees do not have access to their normal childcare due to the coronavirus epidemic and related program and school closures, then the District shall work with employees on an individualized, to determine if any of the following options are available:

- Telework, negotiated change in classification or duties, and shifting resources of staff across sites;
- Allow employees to utilize any leave provisions they may be entitled to under the contract and State and Federal laws;
- The District shall work with the employee on an individualized basis, to develop a plan to cover their absence utilizing their contractually available leaves.

I. Remote Work:

The District understands that unit members may have extenuating circumstances that may require a modification of their work setting. The District shall consider these requests on a case-by-case basis. During this time, unit members shall work from their primary work location or may request to work remotely during their assigned hours. The District will take reasonable steps to facilitate the approved remote work. The District retains the right to direct bargaining unit members to perform their

regular assignments at their assigned site. The District will provide a minimum of 48 hours' notice before requiring employees to return to sites, unless mutually agreed upon by immediate supervisor and employee.

J. Essential Worker Compensation

The District shall provide a one-time payment of five hundred dollars (\$500) to all bargaining unit members for continued essential services provided to maintain the continuity of District operations during the COVID pandemic.

This payment shall be paid to any CSEA unit member who was actively employed as of March 1, 2020 and continues to be actively employed with the district upon ratification and board approval of this agreement.

K. Compliance with Further Governmental Orders:

In addition to the specific provisions above, the District shall follow the applicable CDPH Industry Guidance(s) as follows:

- For all sites and all classifications, the CDPH guidance for Schools and School-Based Programs.
- For all classifications that provide child care, the CDPH Guidance for Child Care Programs and Providers.
- For all classifications that work in office workspaces, the CDPH Guidance for Office Workspaces.
- For all classifications whose work includes the preparation and/or serving of food, the CDPH Guidance for Restaurants Providing Takeout, Drive-Through, and Delivery and for Restaurants, Bars, and Wineries, as applicable (depending on whether meals are served on school premises).

The District shall follow the applicable California Department of Education (CDE) guidebook for the safe reopening of schools.

The parties recognize that governmental standards and guidance about workplace safety and health with respect to the COVID-19 pandemic continues to evolve. The District agrees to adhere to any COVID-19-specific safety standards, orders, regulation, or guidance that may be issued after the guidelines referenced above and that apply to any of the types of work or working environments found in the District's operations as such guidelines may be issued by the Centers for Disease Control and

Prevention (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), or the county Health Department, and will also adhere to any mandatory safety and health orders or regulations as they may be issued by any competent governmental body with appropriate jurisdiction.

In case of conflict between different governmental guidelines, the District will adhere to the guidelines that are the most protective of the health and safety of students and staff while at District facilities. The District will notify CSEA if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party, the parties will meet as soon as possible to negotiate the decision or effects, whichever is applicable under EERA, of those changes.

L. Grievance Procedure:

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of the CBA, if they exist, except modified as follows, and the following shall apply if the CBA does not provide for arbitration of grievances:

The definition of a grievant: Only CSEA can be the grievant, not an employee.

The definition of a grievance: A "grievance" is defined as any difference or disagreement arising with respect to the interpretation of this MOU or the performance of any obligation hereunder and need not allege that CSEA is adversely affected by the difference or disagreement.

CSEA will first attempt to resolve the grievance through an informal grievance resolution meeting between CSEA and the immediate supervisor. The immediate supervisor shall have five (5) working days to provide a resolution.

If the grievance is not resolved at the informal grievance resolution meeting, CSEA may move to immediately file a formal written grievance to the Assistant Superintendent, School and Systems Improvement within five (5) working days. A written decision by the District shall be rendered within five (5) working days.

If the grievance is not resolved at the formal grievance resolution meeting, CSEA may move to immediately file a formal written grievance to the Superintendent within

five (5) working days. A written decision by the District shall be rendered within five (5) working days.

If the written grievance is not satisfactorily resolved, CSEA may immediately submit a request for arbitration to the Superintendent within five (5) working days).

CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District. The parties will split the arbitrator's fees and expenses.

Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District or in consideration of the arbitrator's ability.

For urgent issues involving safety, either party may request the Arbitrator to issue a decision within one week of the arbitration hearing or on such other expedited timeline as the Arbitrator can accommodate. The Arbitrator shall have authority to control the presentation of evidence and make any other procedural rulings to expedite the hearing and the decision.

The Arbitrator's decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be final and binding upon CSEA and the District.

M. Duration of Agreement:

This MOU is a temporary agreement to address the extraordinary circumstances created by the COVID-19 pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the COVID-19 outbreak, whichever comes first.

CSEA
C.B.
10/28/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS RIO CHAPTER #329 (CSEA)
AND
RIO SCHOOL DISTRICT (DISTRICT)
REGARDING JOB DESCRIPTION MODIFICATIONS DUE TO COVID-19 PANDEMIC**

This memorandum is agreed between Rio School District (District) and the California School Employees Association and its Rio Chapter #329 (CSEA) concerning the need to temporarily modify job description duties to protect jobs and maintain District operations related to changing conditions of the COVID-19 pandemic.

The District and CSEA recognize that depending upon changes in the public health situation and governmental directives, during part or all of the 2020-21 school year, the District might utilize distance learning, or in-person instruction, or different combinations of distance learning and in-person instruction.

1. Modifications to Duties and Shifts:

The District shall maintain specific plans on how to follow CDPH and other health guidelines with current staffing levels or added positions.

The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description.

- The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the permanent transfer of duties or job description modifications as required by law. This also shall not be considered precedent setting for either party.
- The parties agree that current duties of bargaining unit positions shall not be transferred out of the bargaining unit to management employees, confidential employees, or certificated employees.

The parties agree to the temporary modification and/or addition of duties for the following classifications as follows:

Instructional Aids

- Assist w/calling students/parents regarding attendance
- Support student monitoring (outside classrooms)
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training

- Parent technology support
- Provide translation during parent/teacher conferences

Campus Supervision Assistants

- Support student monitoring (outside classrooms)
- Assist w/collection of forms (ex. Alternative Income forms)
- Assist w/calling students/parents regarding attendance
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Office support ex. Filing, organizing, distributing materials and devices
- Food service support and distribution

Office staff

- Support device distributions/exchanges
- Support student monitoring (outside classrooms)
- Assist w/collection of forms (ex Alternative Income forms)
- Assist w/calling students/parents re: attendance
- Assist with health screenings (if applicable)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Parent technology support
- Support food distribution

Custodians

- Cleaning and organizing of devices prior to distribution
- Support on the organization and assembly of "at home learning kits"
- Food service support and distribution

After School Program Coordinators

- Run enrichment classes virtually
- Contact parents of ASES students regularly
- Check in with students virtually
- Attend weekly and bi-weekly meetings (BGC staff, coordinator team, principal, etc.)
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Synthesize and report data
- Food Share distribution program
- Food service support and distribution

Part Time - Bus Drivers

- Food and warehouse delivery
- Technology - device and hotspot delivery
- Supplies and materials delivery to families who need it

- Support custodial at school sites
- Food service support and distribution
- Cleaning and organizing of devices prior to distribution
- Support on the organization and assembly of "at home learning kits"
- Support grounds and custodial

Library Clerks

- Food service support and distribution
- Establish regular short library hours to support families/students wanting to pick up or drop off library books - by appointment
- Support with small group student activities (i.e. brain breaks, mindfulness, walks, yoga, read alouds, etc.) - district will provide training
- Support device distributions/exchanges
- Support student monitoring (outside classrooms)
- Assist w/collection of forms (for example: Alternative Income forms)
- Assist w/calling students/parents re: attendance

For food service support and distributions, Priority will be given to the classifications below in the following order:

1. Campus Supervision Assistants
2. Part Time Bus Drivers
3. After School Program Coordinators
4. Library Clerks
5. Custodians
6. Office Staff
7. Instructional Aides

If additional need to adjust duties or modifications to job descriptions arises from an unforeseen need, the parties agree to negotiate those changes.

Employees' primary prescribed job duties shall be prioritized over any additional or modified duties assigned. The district agrees that it will take all necessary steps to minimize increased workload on employees and will consider the unprecedented circumstances before taking any disciplinary action related to the change in assignments. Without fear of reprisal, should an employee believe that the assignment of additional work or modified work by their supervisor is unreasonably demanding, or sets unrealistic expectations, the unit member may meet with their supervisor for the purpose of discussing and addressing the concerns.

Appropriate training for adjustments and modifications will be provided during the employees' regular work hours. Employees will be compensated at their regular rate of pay.

Employees' shifts may be reasonably modified due to changing state and local health regulations and District needs. Employees will be provided a written schedule. Changes in shifts shall be discussed with the unit member by their immediate

supervisor and/or the Assistant Superintendent, School and Systems Improvement. In the event where there is an involuntary shift change of hours, the unit member will be notified three (3) days in advance of the shift change occurring, unless otherwise agreed to by the employee. If the shift is modified three (3) or more hours, the unit member will be notified seven (7) working days prior to the change taking effect, unless otherwise agreed to by the employee.

2. Duration of Agreement:

This MOU is a temporary agreement to address the circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes.

The parties agree to continue to negotiate other matters and changing circumstances created by the novel coronavirus (COVID-19) Pandemic, including but not limited to, safety provisions, screening, tracking, and tracing, leaves and accommodations.

This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

For the District

Carolina Bernal

10-28-2020

For CSEA

Henrietta Lipponi

10-28-2020



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Annual Organizational Board Meeting of December 15, 2020
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting.
Minutes	View Minutes for Dec 15, 2020 - RSD Annual Organization Board Meeting

Public Content

Speaker:

Rationale:

[MinAnnOrg121520.pdf \(66 KB\)](#)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Annual Organization Meeting
December 15, 2020
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, and Kristine Anderson

1. Open Session 5:00 p.m.

1.1 Call to Order

President Armas convened the meeting at 5:05 p.m.

1.2 Pledge of Allegiance

President Armas led the Pledge of Allegiance.

1.3 Roll Call

Trustee Torres called the roll. All present.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Torres pulled the following items from consent to action for discussion and separate vote, Items 11.10 Ratification of purchasing wide-angle web cameras for classrooms; 11.11 Ratification of the purchase of additional displays for teacher laptops; 11.12 Ratification of purchasing 270 classroom audio enhancement systems; 11.13 Ratification of the purchase of large, portable video projection systems for 7 sites and 11.14 Ratification of purchasing large, portable sound systems (PA) at 8 sites.

2.2 Approval of the Agenda

Staff recommends approval as amended

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

3. Public Comment-Closed Session

There were no public comments.

4. Closed Session

4.1 Conference Legal Counsel Re Existing Litigation: OAH Case No. 2020050034

4.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 3410 N. Rose Avenue, Oxnard, CA (APN: 144-0-11-225) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment

4.3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: Highest Bidder Under Negotiation: Price and Terms of Payment

4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021

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

5.1 Reconvene Open Session and Closed Session Report

President Armas reconvened the meeting into open session at 6:11 p.m.

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

By a unanimous vote the Governing Board approved the Settlement Agreement between the Rio School District and OAH Case No. 2020050034.

6. Recognitions

6.1 Board Member Recognitions

Superintendent Puglisi acknowledged former Trustees Esquivel and Eisenhaure. Both Trustees spoke. Superintendent Puglisi also congratulated President Armas and acknowledged her for her commitment serving as President of the Board for the 2020 year.

6.2 Rio Real CABE Recognition

Oscar Hernandez, Assistant Superintendent of Educational Services, recognized Dr. Maria Hernandez and the staff of Rio Real Dual Immersion School for receiving the CABE award.

7. Annual Organization

7.1 Election of Board President

Motion to nominate Cassandra Bautista as Board President

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Cassandra Bautista, Kristine Anderson

No: Edith Martinez-Cortes, Linda Armas

Motion to Nominate Linda Armas as Board President

Motion by Eleanor Torres, second by Edith Martinez-Cortes.

Motion Fails

Yes: Edith Martinez-Cortes, Linda Armas

No: Eleanor Torres, Casandra Bautista, Kristine Anderson

7.2 Election of Clerk of the Board

Trustee Anderson nominated Trustee Torres to serve as Clerk of the Board.

Motion by Kristine Anderson, second by Edith Martinez-Cortes.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista, Kristine Anderson

7.3 Certification of Signatures

Staff recommends the approval of the Certification of Signatures

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

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

Trustee Torres nominated Trustee Kristine Anderson to serve as Representative to Vote in the Election of Members or the County Committee on School District Organization and District Subcommittees.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

7.5 Approval of the Board Calendar of Regular Board Meeting for 2021 and revised Board Bylaw 9320 Meetings and Notices

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

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

8. Communications

8.1 Acknowledgement of Correspondence to the Board

There was no written correspondence to the board.

8.2 Board Member Reports

There were no board member reports.

8.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Beth Lindley, Vice President of Rio Teachers' Association and Henry Carreon, President of California School Employees Association.

8.4 Superintendent Report

Superintendent Puglisi presented a Master Facilities Plan Update which provided an overview of all sites and projects. Superintendent Puglisi also provided a District Financial history for the years he has served the district.

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

There were no public comments.

9. Information

9.1 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, provided information to the Governing Board regarding Homeless and Support Services, Chronic Absences, and a Counselors Services Report.

9.2 School and Systems Improvement Report

Carolyn Bernal, Assistant Superintendent of School and Systems Improvement, provided a report on enrollment and Covid 19.

9.3 First Reading of the California School Board Association Board Policy Revisions

Superintendent Puglisi informed the Governing Board the policies that are being presented have been reviewed by CSBA and revised according to laws and Ed Code. The policies will be brought for approval in January.

9.4 Annual Developer Fee Report for Fiscal Year 2019/2020

Wael Saleh, Assistant Superintendent of Business Services, presented the Annual Developer Fees Report for the 2019/2020 school year.

10. Discussion/Action

10.1 Open, Examine, and Declare Sealed Written Proposals, and Call for Oral Bids for Surplus Property at 2715 E. Vineyard Avenue, Oxnard, CA, Submitted in Connection with District's Request for Proposals and Statements of Qualifications for Sale, Lease, or Exchange of 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175)

There were no bids submitted.

10.2 Consideration of either (i) rejection of bids as to the Sale, Lease, or Exchange of Surplus School District Properties, or (ii) adoption of Resolution No. #20/21-37, entitled: "Resolution of the Board of Trustees of the Rio School District Relating to the Sale of Certain District-Owned Real Property Identified as the 2715 E. Vineyard Avenue Site.

There were no bids received.

10.3 Approval of the Title I LEA-Level Parent and Family Engagement District Policy
Staff recommends approval of the Title I LEA-Level Parent and Family Engagement District Policy

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

10.4 Impact of COVID-19 on School Reopening

Trustee Armas motioned to reopen school sites 3 weeks after Ventura County has moved into the Red Tier and the Ventura County Public Health deems it is safe.

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

10.5 Approval of the First Interim Budget
Approve the First Interim Budget

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

10.6 Budget Overview for Parents

Staff recommends approval of the Budget Overview for Parents.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval of the Consent Agenda, as amended.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista, Kristine Anderson

11.2 Approval of the Minutes of the Regular Board Meeting of November 18, 2020

11.3 Approval of the Donation Report

11.4 December 2020 Personnel Report

11.5 Ratification of the Commercial Warrant for the period November 9, 2020 through December 3, 2020

11.6 Approval of Agreement with Sage Realty Group Inc. for services related to Master Planning for the Rio School District from January 1, 2021 through June 30, 2021.

11.7 Approval of agreement with Sage Realty Group/Lisa Kaplan, Attorney at Law, to prepare a new School Facilities Needs Analysis/Developer Fee Justification Study.

11.8 Approval UCSB Mathematics, Engineering, Science Achievement (MESA) and Rio School District Partnership Memorandum of Understanding (MOU)

11.9 Approval of MOU between Ventura County Office of Education and Rio Real School for Professional Learning for September 1, 2020 through June 30, 2021.

11.10 Ratification of purchasing wide-angle web cameras for classrooms

11.11 Ratification of the purchase of large, portable video projection systems for 7 sites
Staff recommends ratifying the purchase of large, portable video projection systems

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

11.12 Ratification of the purchase of additional displays for teacher laptops

Staff recommends ratifying the purchase of additional displays for teacher laptops.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista, Kristine Anderson

Action: 11.13 Ratification of purchasing 270 classroom audio enhancement systems

Staff recommends ratifying the purchase of the classroom audio enhancement system.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Casandra Bautista, Kristine Anderson

Action: 11.14 Ratification of purchasing large, portable sound systems (PA) at 8 sites

Staff recommends purchasing the 8 large sound systems.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

11.15 Approval of Resolution No. 20/21-35 for the Notice of Completion from Painting and Decor, Bid Package #8, Painting, at Rio Del Sol

11.16 Approval of Change Order from MM Mechanical for repairs as required to facilitate install of COVID fixtures at Rio Rosales.

11.17 Approval of Change Orders from MM Mechanical for Project 20-14L COVID 19 Touchless Plumbing Fixture Replacement at Rio Del Norte and Rio Vista.

11.18 Approval of Resolution No. 20/21-36 for the Notice of Completion by ACH Mechanical Contractors, Inc. for Bid Package #13, Heating, Ventilating and Air Conditioning at Rio Del Sol, Building C.

12. Organizational Business

12.1 Future Meeting Dates: TBD

The next regularly scheduled meeting is January 20, 2020

12.2 Future Items for Discussion

Items for future discussion:

Master Planning

CSBA Governance Meeting

13. Adjournment

13.1 Adjournment

President Bautista adjourned the meeting at 9:32 p.m.

Approved on this 20th day of January, 2021.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 January 2021 Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the January 20, 2021 personnel report as presented.
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: The January 20, 2021 personnel report is presented for approval.

PERS Report - January 20, 2021.pdf (44 KB)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT
January 20, 2021

Classified Personnel Report

Classified Promotion:

Barragan Veronica, from Student & Family Support Specialist, (5.75) hrs, Rio Vista to Instructional Specialist-Behavior, (5.75) hrs, District office, effective 1/11/21

9.4



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Ratification of the Commercial Warrant for December 3, 2020 through January 4, 2021
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	4,313,100.14
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Ratification of the Commercial Warrant be approved for the period December 3, 2020 through January 4, 2021.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$4,313,100.14 which include processing payments for all funds of the District for the period December 3, 2020 through January 4, 2021 in the following amounts:

Fund 010 General Fund	\$2,369,014.61
Fund 130 Cafeteria Fund	\$295,614.40
Fund 212 Building Fund, Measure L	\$1,318,956.20
Fund 251 Capital Facilities - Residential	\$70,195.56
Fund 252 Capital Facilities - Commercial	\$22,404.00
Fund 490 Capital Projects Fund for Blen	\$237,856.06
Less Unpaid Tax Liability	<u>(\$940.69)</u>
Total:	\$4,313,100.14

January Commercial Warrant.pdf (144 KB)

Administrative Content

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039210	12/03/2020	360 Degree Customer Inc.	010	120,445.80	
5009039211	12/03/2020	Acorn Engineering Company	010	29,810.04	
5009039213	12/03/2020	ARC	010	2,165.00	
5009039214	12/03/2020	Atkinson, Andelson, Loya, Ruud & Romo	010	36,147.50	
5009039217	12/03/2020	Boot Barn	010	135.75	
5009039218	12/03/2020	The Center for Effective Philanthropy, Inc.	010	27,600.00	
5009039219	12/03/2020	Coastal Enterprises	010	438.87	
5009039220	12/03/2020	Fry's Electronics customer #70893	010	856.04	
5009039221	12/03/2020	Damon John Hoxworth DBAHoxworth Networks	010	7,385.80	
5009039224	12/03/2020	Kryterion, Inc	010	1,050.00	
5009039225	12/03/2020	Blaine Kutin	010	824.40	
5009039226	12/03/2020	Luisa Arzate DBA Marfer Ink	010	1,469.76	
5009039227	12/03/2020	Makemusic	010	1,540.00	
5009039228	12/03/2020	The Math Learning Center	010	4,211.56	
5009039229	12/03/2020	Max-Abilities	010	2,526.74	
5009039230	12/03/2020	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	9,303.32	
5009039231	12/03/2020	Mind Research Institute	010	30,200.00	
5009039232	12/03/2020	MJP COMPUTERS	010	58,248.28	
5009039233	12/03/2020	Moving Minds	010	14,347.37	
5009039234	12/03/2020	Mybinding	010	998.00	
5009039235	12/03/2020	Myers, Widders, Gibson, Jones	010	597.81	
5009039237	12/03/2020	OFFICE DEPOT	010	32,189.91	
5009039240	12/03/2020	Silk Screen Express	010	1,579.51	
5009039241	12/03/2020	SISC FINANCE	010	632,781.70	
5009039243	12/03/2020	Ventura County Office of Education	010	2,960.00	
5009039244	12/03/2020	Ventura County Star	010	262.64	
5009039245	12/07/2020	Yurof, Josefina	010	121.73	
5009039246	12/07/2020	Anaya, Victor	010	310.16	
5009039247	12/07/2020	Gray, Ethan T	010	44.11	
5009039248	12/07/2020	AMAZON CAPITAL SERVICES	010	27,322.34	
5009039249	12/07/2020	Assistance League School	010	10,350.00	
5009039251	12/07/2020	Cengage Learning	010	9,683.72	
5009039252	12/07/2020	Coastal Enterprises	010	99.75	
5009039254	12/07/2020	Collaborative Classroom	010	463.00	
5009039255	12/07/2020	Concepts	010	1,144.31	
5009039257	12/07/2020	David Vankeersbilck	010	725.00	
5009039258	12/07/2020	Diane DeLaurantis	010	1,200.00	
5009039259	12/07/2020	Demco	010	5,902.49	
5009039260	12/07/2020	Discount School Supply	010	8,580.21	
5009039262	12/07/2020	Learning Without Tears	010	543.63	
5009039263	12/07/2020	Hayes Graphics	010	128.70	
5009039264	12/07/2020	Heggerty	010	433.55	
5009039265	12/07/2020	Heinemann	010	283.27	

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

ESCAPE ONLINE

Page 1 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039266	12/07/2020	LAKESHORE	010	7,854.74	
5009039268	12/07/2020	Learning Without Tears	010	2,411.60	
5009039269	12/07/2020	Live Scan Ventura	010	260.00	
5009039270	12/07/2020	The Math Learning Center	010	555.26	
5009039271	12/07/2020	Mystery Science	010	36,628.98	
5009039272	12/07/2020	N2Y, LLC	010	191.08	
5009039273	12/07/2020	CENGAGE LEARNING	010	1,887.60	
5009039274	12/07/2020	OFFICE DEPOT	010	12,279.52	
5009039276	12/07/2020	MyprintXpress	010	109.82	
5009039281	12/07/2020	Ventura County Office of Education	010	1,430.00	
5009039282	12/10/2020	Mosqueda, Margarita	010	319.00	
5009039283	12/10/2020	Ramirez, Jisela	010	62.10	
5009039284	12/10/2020	Cordova, Ralph	010	212.49	
5009039285	12/10/2020	Gray, Ethan T	010	12.90	
5009039286	12/10/2020	AIRPORT AUTO TECH	010	491.12	
5009039287	12/10/2020	AMERICAN BUILDING COMFORT	010	3,835.00	
5009039288	12/10/2020	Barnes & Noble Inc.	010	328.49	
5009039289	12/10/2020	BARON INDUSTRIES	010	292.48	
5009039290	12/10/2020	Blick Art Materials	010	5,276.27	
5009039291	12/10/2020	BRAINPOP LLC	010	3,370.50	
5009039292	12/10/2020	California Lutheran University CRLP	010	2,000.00	
5009039293	12/10/2020	C D W GOVERNMENT, INC.	010	7,384.55	
5009039294	12/10/2020	Children's Therapy Network Inc	010	850.00	
5009039295	12/10/2020	COGGS TIRE SERVICE	010	259.15	
5009039296	12/10/2020	CALIFORNIA SCHOOL MANAGEMENT	010	3,150.00	
5009039297	12/10/2020	Demco	010	492.53	
5009039298	12/10/2020	Ewing Irrigation Products Inc	010	144.84	
5009039299	12/10/2020	HOME DEPOT CREDIT SERVICES	010	8,106.06	
5009039300	12/10/2020	House Sanitary Supply	010	2,616.06	
5009039301	12/10/2020	LAKESHORE	010	15,560.74	
5009039302	12/10/2020	Marcus Lopez	010	500.00	
5009039304	12/10/2020	Boom Learning DBA Omega Labs Inc.	010	738.00	
5009039305	12/10/2020	Auto Plus Auto Parts	010	1,808.58	
5009039306	12/10/2020	SCHOOL SPECIALTY	010	1,566.76	
5009039307	12/10/2020	Crown Castle	010	13,311.77	
5009039308	12/10/2020	Steve Sunnarborg	010	1,200.00	
5009039310	12/14/2020	Auto Tech	010	693.09	
5009039311	12/14/2020	CITY OF OXNARD	010	18,668.38	
5009039312	12/14/2020	Stephen Clark	010	1,650.00	
5009039313	12/14/2020	COGGS TIRE SERVICE	010	26.43	
5009039314	12/14/2020	Diane DeLaurantis	010	1,100.00	
5009039315	12/14/2020	Demco	010	5,188.58	
5009039316	12/14/2020	SOUTHERN CALIF. EDISON	010	20,914.39	
5009039317	12/14/2020	FEDEX	010	33.58	

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

ESCAPE ONLINE

Page 2 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039318	12/14/2020	FGL Environmental	010	1,200.00	
5009039319	12/14/2020	Frontier Communications	010	55.85	
5009039320	12/14/2020	THE GAS COMPANY	010	1,892.08	
5009039321	12/14/2020	Luis Gerardo Guillen	010	1,595.00	
5009039322	12/14/2020	Green Thumb Nursery	010	28.98	
5009039323	12/14/2020	HARRIS WATER CONDITIONING	010	124.75	
5009039324	12/14/2020	Maria Laura Hendrix	010	1,175.00	
5009039325	12/14/2020	HOME DEPOT CREDIT SERVICES	010	9,375.26	
5009039327	12/14/2020	Kimball Midwest	010	2,128.26	
5009039329	12/14/2020	Lynne M Slidders	010	1,400.00	
5009039331	12/14/2020	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	8,015.04	
5009039332	12/14/2020	MONTGOMERY HARDWARE CO.	010	312.66	
5009039333	12/14/2020	Myers, Widders, Gibson, Jones	010	135.31	
5009039334	12/14/2020	Nee Quaison Sackey	010	1,950.00	
5009039335	12/14/2020	Oxnard Union High School District	010	7,169.77	
5009039336	12/14/2020	Pacific Equipment	010	1,478.93	
5009039337	12/14/2020	PARADISE CHEVROLET	010	70.84	
5009039339	12/14/2020	SC FUELS	010	3,551.75	
5009039340	12/14/2020	Schaeffer's Spec. Lubricants	010	368.29	
5009039341	12/14/2020	SERVICE PRO-FIRE PROTECTION	010	1,060.00	
5009039342	12/14/2020	Smith Pipe & Supply	010	148.34	
5009039343	12/14/2020	Sonitrol	010	363.86	
5009039344	12/14/2020	Spriego, Inc.	010	3,555.00	
5009039345	12/14/2020	Sunbelt Rentals	010	4,730.31	
5009039347	12/14/2020	UNITED WATER CONSERVATION DIST	010	2,386.69	
5009039348	12/14/2020	Tammy Van Fleet, PHD, BCBAD	010	3,500.00	
5009039349	12/14/2020	VERIZON WIRELESS	010	273.97	
5009039350	12/14/2020	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	2,298.00	
5009039351	12/14/2020	Broadview Networks	010	8,872.34	
5009039352	12/14/2020	XEROX CORPORATION	010	7,522.24	
5009039353	12/14/2020	XEROX CORPORATION	010	275.70	
5009039354	12/14/2020	YAMA LAWNMOWER REPAIR	010	372.46	
5009039355	12/15/2020	Amplified IT	010	12,840.00	
5009039356	12/15/2020	AssetGenie, Inc	010	1,577.50	
5009039357	12/15/2020	Aswell Trophy	010	1,506.42	
5009039358	12/15/2020	Blick Art Materials	010	1,222.14	
5009039359	12/15/2020	City Of Oxnard-City Treasurer	010	64.95	
5009039360	12/15/2020	EBS HEALTHCARE	010	5,737.50	
5009039361	12/15/2020	Fence Factory	010	96.98	
5009039362	12/15/2020	Grainger	010	899.51	
5009039363	12/15/2020	House Sanitary Supply	010	200.20	
5009039364	12/15/2020	Mobile Diesel Smoke Testing Services	010	150.00	
5009039365	12/15/2020	O'Reilly Auto Parts	010	3,010.12	

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

ESCAPE ONLINE

Page 3 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039366	12/15/2020	PARKHOUSE TIRE, INC.	010	294.58	
5009039367	12/15/2020	Pioneer Chemical Co	010	34,343.48	
5009039369	12/15/2020	REPUBLIC ELEVATOR COMPNAV	010	770.00	
5009039370	12/15/2020	Traffic Technologies, LLC	010	129.30	
5009039371	12/15/2020	VCSBA Attn:Efrain Cazares, Treasurer	010	200.00	
5009039372	12/17/2020	Martin, Melanie	010	51.87	
5009039373	12/17/2020	Mandujano Diaz, Veronica	010	19.78	
5009039374	12/17/2020	Chavez, Maria D	010	51.87	
5009039375	12/17/2020	Acom Engineering Company	010	50,422.69	
5009039376	12/17/2020	AMAZON CAPITAL SERVICES	010	7,017.36	
5009039377	12/17/2020	Bandmans Company	010	2,353.50	
5009039378	12/17/2020	SCHOOL SPECIALTY	010	199,103.36	
5009039379	12/17/2020	Decker Equipment	010	286.19	
5009039380	12/17/2020	Demco	010	1,048.17	
5009039381	12/17/2020	Diverse Education Resources	010	10,456.89	
5009039383	12/17/2020	Educational Design, LLC	010	990.00	
5009039385	12/17/2020	FOLLETT SCHOOL SOLUTIONS, INC.	010	150.00	
5009039386	12/17/2020	John Gosnell DBA Gforce Printing	010	136.37	
5009039387	12/17/2020	GOPHER SPORTS	010	4,619.83	
5009039388	12/17/2020	GUITAR CENTER	010	234.85	
5009039389	12/17/2020	Howards Rug Co. of Ventura	010	4,423.00	
5009039390	12/17/2020	IXL Learning	010	2,500.00	
5009039391	12/17/2020	JW Pepper & Son, Inc.	010	2,740.91	
5009039393	12/17/2020	Karen Schnee	010	4,300.00	
5009039394	12/17/2020	Manuevering the Middle	010	2,368.00	
5009039395	12/17/2020	Maxim Healthcare Staffing	010	20,208.00	
5009039396	12/17/2020	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009039397	12/17/2020	PRINTECH	010	12,923.54	
5009039398	12/17/2020	MyprintXpress	010	45.00	
5009039400	12/17/2020	School Outfitters	010	554.40	
5009039403	12/17/2020	VCOE Business	010	22,167.53	
5009039404	12/17/2020	WEVideo Inc.	010	330.00	
5009039405	12/17/2020	WORTHINGTON DIRECT, INC.	010	35,402.49	
5009039406	12/17/2020	Western Psychological Services	010	260.76	
5009039407	12/17/2020	XEROX CORPORATION	010	170.13	
5009039408	12/17/2020	Zaner-Bloser Ed. Publishers	010	2,745.92	
5009039409	12/21/2020	Fino Rodriguez, Darlene D	010	192.08	
5009039410	12/21/2020	Emery, Ryan	010	80.39	
5009039412	12/21/2020	AMAZON.COM CORPORATE CREDIT	010	509.26	
5009039413	12/21/2020	AMAZON CAPITAL SERVICES	010	11,097.77	
5009039414	12/21/2020	Apple Inc.	010	318.00	
5009039418	12/21/2020	Blick Art Materials	010	1,073.10	
5009039419	12/21/2020	MRS FIGS BOOKWORM	010	3,727.93	
5009039420	12/21/2020	C & M AUTO TRUCK ELECTRIC	010	966.24	
5009039421	12/21/2020	SCHOOL SPECIALTY	010	1,778.96	

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

ESCAPE ONLINE

Page 4 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039422	12/21/2020	COGGS TIRE SERVICE	010	519.37	
5009039423	12/21/2020	Diane DeLaurantis	010	1,250.00	
5009039424	12/21/2020	Demco	010	3,785.00	
5009039425	12/21/2020	FEDEX	010	30.96	
5009039426	12/21/2020	GOLDEN STATE COPIER & MAILING	010	502.23	
5009039427	12/21/2020	Renee Jain DBA Go Strengths Inc	010	197.00	
5009039428	12/21/2020	GREATAMERICA FINANCIAL SVCS	010	309.16	
5009039430	12/21/2020	Image Source	010	36,989.50	
5009039432	12/21/2020	OFFICE DEPOT	010	73.61	
5009039436	12/21/2020	Hekar Rivera	010	4,800.00	
5009039437	12/21/2020	Riverside Insights	010	1,115.28	
5009039438	12/21/2020	Southwest School & Office Supply	010	11,101.66	
5009039439	12/21/2020	Steve Sunnarborg	010	1,150.00	
5009039441	12/21/2020	Ventura County Star	010	15.48	
5009039442	12/21/2020	Wireless CCTV LLC	010	3,000.00	
5009039443	12/28/2020	Banales, Mary E	010	80.00	
5009039444	12/28/2020	APPLIED BACKFLOW TECHNOLOGIES	010	1,564.50	
5009039445	12/28/2020	AT&T	010	97.93	
5009039446	12/28/2020	AT&T	010	225.05	
5009039447	12/28/2020	AVID CENTER	010	5,674.00	
5009039448	12/28/2020	CALIFORNIA CHAMBER OF COMMERCE	010	1,360.85	
5009039449	12/28/2020	COASTAL OCCUPATIONAL MEDICAL GROUP	010	125.00	
5009039450	12/28/2020	De Lage Landen Financial Services, Inc.	010	213.84	
5009039451	12/28/2020	Demco	010	469.73	
5009039452	12/28/2020	DISCOVERY EDUCATION, INC,	010	2,600.00	
5009039454	12/28/2020	E J Harrison & Sons	010	1,182.93	
5009039455	12/28/2020	SOUTHERN CALIF. EDISON	010	12,588.83	
5009039456	12/28/2020	Eide Bailly LLP	010	17,154.10	
5009039457	12/28/2020	Frontier Communications	010	252.56	
5009039458	12/28/2020	Grainger	010	1,813.39	
5009039459	12/28/2020	Maria Laura Hendrix	010	1,300.00	
5009039460	12/28/2020	GREEN TREE CARE	010	7,750.00	
5009039463	12/28/2020	OFFICE DEPOT	010	40,404.73	
5009039464	12/28/2020	OXNARD ELEM SCHOOL DISTRICT	010	30,810.00	
5009039465	12/28/2020	Auto Plus Auto Parts	010	377.11	
5009039467	12/28/2020	Rio School District	010	3,000.00	
5009039468	12/28/2020	Pacific OneSource, Inc STS education	010	22,709.12	
5009039469	12/29/2020	Aswell Trophy	010	768.47	
5009039470	12/29/2020	AT&T	010	2,062.43	
5009039471	12/29/2020	C D W GOVERNMENT, INC.	010	614.52	
5009039473	12/29/2020	SCHOOL SPECIALTY	010	8,853.54	
5009039474	12/29/2020	SOUTHERN CALIF. EDISON	010	7,070.86	
5009039475	12/29/2020	Grainger	010	5,416.55	

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

ESCAPE ONLINE

Page 5 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039476	12/29/2020	OFFICE DEPOT	010	189.10	
5009039477	12/29/2020	Sportel Inc. Hello Yellow	010	6,000.00	
5009039478	12/29/2020	Tax Deferred Services Corporate Office Suite 209	010	91,250.00	
5009039481	12/29/2020	Victor A. Sepulveda	010	765.00	
5009039482	12/30/2020	Gilbert Acosta	010	2,279.10	
5009039483	12/30/2020	Maria Acosta	010	2,279.10	
5009039484	12/30/2020	Marylou Almilli	010	2,279.10	
5009039485	12/30/2020	SALLY ALVARADO	010	2,279.10	
5009039486	12/30/2020	BARBARA ALVIDREZ	010	2,279.10	
5009039487	12/30/2020	AMAZON CAPITAL SERVICES	010	7,087.18	
5009039488	12/30/2020	Maria Angeles	010	2,279.10	
5009039489	12/30/2020	Anthony Urban	010	2,279.10	
5009039490	12/30/2020	Wayne Antrobus	010	2,279.10	
5009039491	12/30/2020	REBECCA BARBETTI	010	2,279.10	
5009039492	12/30/2020	Sharon Bellman	010	2,279.10	
5009039493	12/30/2020	Maria Benitez	010	2,279.10	
5009039494	12/30/2020	Belinda Betancourt	010	2,279.10	
5009039495	12/30/2020	Blick Art Materials	010	101.45	
5009039496	12/30/2020	SHIRLEY BROWN	010	2,279.10	
5009039497	12/30/2020	Julie Burchmore	010	2,279.10	
5009039498	12/30/2020	California American Water	010	3,931.83	
5009039499	12/30/2020	Carmen Carrillo	010	2,279.10	
5009039500	12/30/2020	Jonathan Castillo	010	2,279.10	
5009039501	12/30/2020	GAYLE COLEMAN	010	2,279.10	
5009039502	12/30/2020	Teresa Blanche Contreras	010	2,279.10	
5009039503	12/30/2020	John Cort	010	2,279.10	
5009039504	12/30/2020	Arla B Crane	010	2,279.10	
5009039505	12/30/2020	Kathleen Crowe	010	2,279.10	
5009039506	12/30/2020	CALIFORNIA SCHOOL MANAGEMENT	010	3,150.00	
5009039507	12/30/2020	David Davidson	010	2,279.10	
5009039508	12/30/2020	E J Harrison & Sons	010	7,898.72	
5009039509	12/30/2020	LaVerne Edgar	010	2,279.10	
5009039510	12/30/2020	Catherine Espinoza	010	2,279.10	
5009039511	12/30/2020	Explore Learning	010	3,295.00	
5009039512	12/30/2020	Carolee Felch	010	2,279.10	
5009039513	12/30/2020	Jeanne Foster	010	2,279.10	
5009039514	12/30/2020	KATHLEEN FRANKLIN	010	2,279.10	
5009039515	12/30/2020	Susanne Frank	010	2,279.10	
5009039516	12/30/2020	Ruth Fraser	010	2,279.10	
5009039517	12/30/2020	Frontier Communications	010	227.29	
5009039518	12/30/2020	JARREL FULLER	010	2,279.10	
5009039519	12/30/2020	Claudene Garmon	010	2,279.10	
5009039520	12/30/2020	THE GAS COMPANY	010	4,858.90	
5009039521	12/30/2020	Geoff Godfrey	010	2,279.10	

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

ESCAPE ONLINE

Page 6 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039522	12/30/2020	Maria L. Godinez	010	2,279.10	
5009039523	12/30/2020	Helene Gollub	010	2,279.10	
5009039524	12/30/2020	CAROLYN GRACE	010	2,279.10	
5009039525	12/30/2020	Susan Hamada	010	2,279.10	
5009039526	12/30/2020	Milton R. Harrion	010	2,279.10	
5009039527	12/30/2020	HARRIS WATER CONDITIONING	010	106.75	
5009039528	12/30/2020	Harold Kennedy	010	2,279.10	
5009039529	12/30/2020	Jo Ann Kennedy	010	2,279.10	
5009039530	12/30/2020	Georgia Kerns	010	2,279.10	
5009039531	12/30/2020	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	1,471.12	
5009039532	12/30/2020	LAURA KRALL	010	2,279.10	
5009039533	12/30/2020	Meredith Kruger	010	2,279.10	
5009039535	12/30/2020	Christina Leonard	010	2,279.10	
5009039536	12/30/2020	CONNIE LOMELI	010	2,279.10	
5009039537	12/30/2020	BEN LUCE	010	2,279.10	
5009039538	12/30/2020	Marcia Marino	010	2,279.10	
5009039539	12/30/2020	Joan Mayeda	010	2,279.10	
5009039540	12/30/2020	APRIL MCCARTHY	010	2,279.10	
5009039541	12/30/2020	Shirley McCafferty	010	2,279.10	
5009039542	12/30/2020	Gail Nakamura-Meagher	010	2,279.10	
5009039543	12/30/2020	Virginia Nedeleff	010	2,279.10	
5009039544	12/30/2020	Nee Quaison Sackey	010	1,400.00	
5009039545	12/30/2020	OFFICE DEPOT	010	748.61	
5009039546	12/30/2020	Phil Otero	010	2,279.10	
5009039547	12/30/2020	RUDY PALAZUELOS	010	2,279.10	
5009039548	12/30/2020	Pattis R. Thompson	010	2,279.10	
5009039550	12/30/2020	YVONNE RAILEY	010	2,279.10	
5009039551	12/30/2020	Jose Rodriguez	010	2,279.10	
5009039552	12/30/2020	SALLIE SANCHEZ	010	2,279.10	
5009039553	12/30/2020	Darlene Serros	010	2,279.10	
5009039554	12/30/2020	Linda Shaffer	010	2,279.10	
5009039555	12/30/2020	Andrea Shaub	010	2,279.10	
5009039556	12/30/2020	LYNN SILVIERA	010	2,279.10	
5009039557	12/30/2020	CAROL SPRACKLEN	010	2,279.10	
5009039558	12/30/2020	BEVERLY STARK	010	2,279.10	
5009039559	12/30/2020	Eleanor Syrett	010	2,279.10	
5009039560	12/30/2020	Gwen Thomas	010	2,279.10	
5009039561	12/30/2020	HELEN TORRES	010	2,279.10	
5009039562	12/30/2020	Christina Valdivia	010	2,279.10	
5009039563	12/30/2020	WEVideo Inc.	010	2,900.00	
5009039564	12/30/2020	Lenora Weinerth	010	2,279.10	
5009039565	12/30/2020	Darylene Williams	010	2,279.10	
5009039566	12/30/2020	Sharlene Wilson	010	2,279.10	
5009039567	12/30/2020	Broadview Networks	010	8,838.56	
5009039568	12/30/2020	Mike Wittlin	010	2,279.10	

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

ESCAPE ONLINE

Page 7 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039236	12/03/2020	Mystery Science	Cancelled		37,059.98 *
Cancel	1	37,059.98			
Total Number of Checks			308	2,369,014.61	
5009039250	12/07/2020	CDE/CASHIER'S OFFICE	130	6,885.60	
5009039256	12/07/2020	Environmental Health Division	130	611.05	
5009039261	12/07/2020	Driftwood Dairy, Inc.	130	45,410.54	
5009039267	12/07/2020	Laubacher Farms, inc	130	252.00	
5009039275	12/07/2020	P & R Paper Supply Co., Inc.	130	5,127.75	
5009039277	12/07/2020	Puretec Industrial Water	130	95.25	
5009039278	12/07/2020	Tri County Bread Service	130	11,697.17	
5009039279	12/07/2020	SYSCO VENTURA, INC.	130	80,741.57	
5009039280	12/07/2020	THE BERRY MAN, INC.	130	56,067.34	
5009039328	12/14/2020	Laubacher Farms, inc	130	1,470.00	
5009039338	12/14/2020	Puretec Industrial Water	130	377.18	
5009039339	12/14/2020	SC FUELS	130	293.46	
5009039346	12/14/2020	SYSCO VENTURA, INC.	130	69,731.90	
5009039352	12/14/2020	XEROX CORPORATION	130	314.01	
5009039376	12/17/2020	AMAZON CAPITAL SERVICES	130	603.28	
5009039399	12/17/2020	Puretec Industrial Water	130	95.25	
5009039435	12/21/2020	Puretec Industrial Water	130	95.25	
5009039438	12/21/2020	Southwest School & Office Supply	130	3,178.63	
5009039453	12/28/2020	Driftwood Dairy, Inc.	130	1,097.74	
5009039463	12/28/2020	OFFICE DEPOT	130	175.55	
5009039466	12/28/2020	Puretec Industrial Water	130	101.25	
5009039472	12/29/2020	CITY OF OXNARD	130	1,200.00	
5009039475	12/29/2020	Grainger	130	56.70	
5009039480	12/29/2020	VENTURA REFRIGERATION SALES & SERVICE	130	1,134.68	
5009039534	12/30/2020	Laubacher Farms, inc	130	8,706.00	
5009039549	12/30/2020	Puretec Industrial Water	130	95.25	
Total Number of Checks			26	295,614.40	
5009039212	12/03/2020	AM TEC Total Security	212	18,423.55	
5009039215	12/03/2020	BALFOUR BEATTY CONSTRUCTION	212	3,913.58	
5009039216	12/03/2020	Benner and Carpenter Inc.	212	990.00	
5009039232	12/03/2020	MJP COMPUTERS	212	304,265.33	
5009039239	12/03/2020	Reed Mechanical Systems Inc.	212	175,830.65	
5009039242	12/03/2020	United Site Services	212	55.20	
5009039253	12/07/2020	Colbi Technologies, Inc	212	6,651.25	
5009039293	12/10/2020	C D W GOVERNMENT, INC.	212	21,068.72	
5009039309	12/14/2020	ACH Mechanical Contractors	212	10,719.60	
5009039330	12/14/2020	M/M Mechanical Inc.	212	18,357.47	
5009039382	12/17/2020	Earth Systems Consultants	212	2,211.00	
5009039384	12/17/2020	Firefly Computers, LLC	212	16,127.95	
5009039392	12/17/2020	Kajeet, Inc	212	258,010.56	
5009039402	12/17/2020	Tierney Brothers, Inc	212	101,608.44	

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

ESCAPE ONLINE

Page 8 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009039411	12/21/2020	ACH Mechanical Contractors	212	7,690.25	
5009039413	12/21/2020	AMAZON CAPITAL SERVICES	212	206.86	
5009039415	12/21/2020	A4E	212	162.55	
5009039416	12/21/2020	BALFOUR BEATTY CONSTRUCTION	212	36,680.00	
5009039431	12/21/2020	KYA Services, LLC	212	383.93-	
5009039434	12/21/2020	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	212	3,226.93	
5009039461	12/28/2020	K & Z Cabinet Cpo. Inc.	212	177.22	
5009039468	12/28/2020	Pacific OneSource, Inc STS education	212	329,940.63	
5009039479	12/29/2020	Tierney Brothers, Inc	212	3,022.39	
Total Number of Checks			23	1,318,956.20	
5009039214	12/03/2020	Atkinson, Andelson, Loya, Ruud & Romo	251	1,508.57	
5009039222	12/03/2020	JENSEN DESIGN & SURVEY	251	31,672.75	
5009039238	12/03/2020	P&K Architecture, Inc.	251	1,835.96	
5009039303	12/10/2020	M/M Mechanical Inc.	251	23,618.43	
5009039326	12/14/2020	JENSEN DESIGN & SURVEY	251	1,314.04	
5009039368	12/15/2020	PK Architecture	251	1,835.96	
5009039438	12/21/2020	Southwest School & Office Supply	251	134.80-	
5009039440	12/21/2020	Tetra Tech Divisions	251	8,544.65	
Total Number of Checks			8	70,195.56	
5009039462	12/28/2020	M/M Mechanical Inc.	252	22,404.00	
Total Number of Checks			1	22,404.00	
5009039214	12/03/2020	Atkinson, Andelson, Loya, Ruud & Romo	490	926.25	
5009039223	12/03/2020	KENCO CONSTRUCTION SERVICES	490	3,600.00	
5009039401	12/17/2020	Brannon Inc Smith Electric Service	490	475.00	
5009039415	12/21/2020	A4E	490	17,253.60	
5009039417	12/21/2020	BEST Contracting Service, Inc	490	161,500.00	
5009039429	12/21/2020	Hughes General Engineering	490	22,182.50	
5009039431	12/21/2020	KYA Services, LLC	490	4,065.18	
5009039433	12/21/2020	Pacific West Communities, Inc	490	7,500.00	
5009039461	12/28/2020	K & Z Cabinet Cpo. Inc.	490	20,353.53	
Total Number of Checks			9	237,856.06	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	307	2,369,014.61
130	Cafeteria Fund	26	295,614.40
212	Building Fund Measure L	23	1,318,956.20
251	CAPITAL FACILITIES - RESIDENTI	8	70,195.56
252	CAPITAL FACILITIES COMMERCIAL	1	22,404.00

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

ESCAPE ONLINE

Page 9 of 10

Checks Dated 12/03/2020 through 01/04/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
--------------	------------	---------------------	------	-----------------	--------------

Fund Recap

Fund	Description	Check Count	Expensed Amount
490	Capital Projects Fund for Blen	9	237,856.06
	Total Number of Checks	358	4,314,040.83
	Less Unpaid Tax Liability		940.69-
	Net (Check Amount)		4,313,100.14

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

9.5



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Williams Quarterly Complaint Report for January 2021
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly complaint report.

Public Content

Speaker: Oscar Hernandez

Rationale:

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

1 - UCP Quartely Report: for January 2021.pdf (25 KB)

Administrative Content

Executive Content

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



Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2020-21

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 2020 (7/1/20 to 9/30/20)
 (check one) January 2021 (10/1/20 to 12/31/20)
 April 2021 (1/1/21 to 3/31/21)
 July 2021 (4/1/21 to 6/30/21)

Date for information to be reported publicly at governing board meeting: January 20, 2021

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

 Name of District Superintendent

 Signature of District Superintendent

9.6



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 MOU Between Ventura County Office of Education and Rio School District for Mental Health Services Grant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	82,980.00
Budgeted	Yes
Budget Source	Grant funds
Recommended Action	Staff recommends board approval of mental health services grant

Public Content

Speaker: Oscar Hernandez

Rationale:

The board previously approved an MOU with The Ventura County Office of Education to receive funds through a grant to Ventura County School Districts to help improve mental health awareness and outreach. In the spring of 2019, the pupil services department applied for and received the grant which is equal to \$52,190 every year for three years. VCOE has recently received additional funds from the state for year 2 of the grant to support the objectives of the grant. VCOE has determined to best use these funds by distributing them to the districts included in the grant. For this fiscal year, the Rio School District will see an increase of \$30,790 for a total of \$82,980 that the district will receive. An updated MOU that reflects the increase in funds that the district shall receive is being presented to the board for approval.

Included in the grant are the following activities to support the families in the Rio School District: early identification, access, and linkage to mental health services of vulnerable and high-risk mental health populations, provide education and training for students and school personnel (teachers, counselors, specialists, administrators, and classified support staff) to increase mental health awareness and to reduce stigma and discrimination for those with mental illness or seeking mental health services, provide early intervention services through direct service of timely access to linkage of services, provide multi-generational family engagement and trainings that focus around mental health awareness and reducing stigma and discrimination for those with mental illness or seeking mental health services. Grant will be monitored through quarterly data collection, progress monitoring, and reporting.

[Updated MOU for Mental Health Grant 1_7_21.pdf \(136 KB\)](#)

Administrative Content

MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Rio School District (hereinafter referred to as District)**

PROJECT TITLE: Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Mental Health Services in Schools

Agreement term: This contract will be in effect from July 1, 2019 to June 30, 2022, subject to all the terms and conditions set forth herein.

VCOE agrees to provide District training, coaching, and the coordination of integrated services between District, Ventura County Behavioral Health, and community-based agencies. VCOE will provide District ongoing technical assistance for project implementation. This shall include collaborative meetings, instruction on coordinated use of integrated student information system, evaluation and data collection, data analysis, and quarterly program monitoring.

District agrees to fund personnel to perform the duties of a District Mental Health Services Project Coordinator(s) for the implementation of the mental health services project at their school(s) as part of a Ventura County Office of Education (VCOE) Mental Health Services Partnership.

The District Mental Health Services Project Coordinator, or a designated alternate, will attend all quarterly Partnership meetings and will disseminate provided information to all participating District staff. In the event of a missed meeting, the Mental Health Services Project Coordinator will contact the VCOE Mental Health Services Coordinator to schedule time to discuss project progress and to coordinate participation in an alternative professional learning opportunity.

The District Mental Health Services Project Coordinator will ensure the District fulfills the following activities:

Activity 1. Perform early identification, access, and linkage to mental health services of vulnerable and high-risk mental health populations. District has identified students designated as Latino, African American, Homeless, Foster Youth, LGBTQ, Transitional-aged youth (TAY), Low socio-economic status, Chronically Absent and Expelled Youth as their vulnerable and high-risk population. Target location for project services will be Rio del Valle, Rio Vista, Rio Plaza, Rio Rosales and Rio Lindo in grades 3rd-8th. Early identification will be done through District Pulse, staff training, teacher referrals, parent referrals and any screening available through the adopted social emotional curriculum. Staff will be able to distinguish risk factors between students with mental health needs and or those requiring more social-emotional adaptive learning behaviors. Students identified “at-risk” and/or displaying social emotional risk factors and/or mental health needs will be referred to the school counselor for further screening and linkage to mental health services or direct social-emotional intervention based on needs. Access and linkage of services will be done through dissemination of

mental health referral resources and direct one-to-one calls to coordinate mental health services. Follow-up on referrals will be done by referring staff to confirm linkage to services.

Activity 2. Provide education and training for students and school personnel (teachers, counselors, specialists, administrators, and classified support staff) to increase mental health awareness and to reduce stigma and discrimination for those with mental illness or seeking mental health services. District Mental Health Services Project Coordinator will identify, and the District agrees to train in the areas of mental health resources and referral process, social-emotional curriculum, suicide awareness and prevention, trauma-informed practices, mental health awareness training. Evaluations will be completed and submitted to VCOE.

Activity 3. Provide early intervention services through direct service or timely access to linkage of services. District has selected targeted prevention and early intervention services to include group and individual counseling and SEL curriculum.

Activity 4. Provide multi-generational family engagement and trainings that focus around mental health awareness and reducing stigma and discrimination for those with mental illness or seeking mental health services. All District multi-generational mental health trainings must address access and linkage to mental health services and information on how to recognize the early signs of potentially severe and disabling mental illness, including suicide. District will provide at least two (2) educational outreach activities to parents/families on mental illness and suicide prevention.

Activity 5. Participate in quarterly data collection and progress monitoring and reporting. The District Mental Health Services Project Coordinator will identify and train participating staff in the collection and entry of select data. The District Mental Health Services Project Coordinator will submit selected data to VCOE Mental Health Services Coordinator and participate in progress monitoring. VCOE Mental Health Service Coordinator will consult with District Coordinator to identify tracking mechanism for data collection and reporting on progress towards completion of activities. Exhibit 1. Logic Model will serve as a guide for implementation and data collection.

Submission of data is due:

- **January 30th**
- **April 30th**
- **June 10th**

The following data to be collected and submitted includes:

- Number of staff trained
- Number of students provided curriculum
- Number of parents trained
- Number of students screened
- Number of students referred to school services
- Number of students/families referred to community services

- Number of students/families linked to services
- School attendance rates
- Suspension and expulsion rates
- Number of discipline/diversion referrals
- Pre and Post course evaluations, as applicable
- Successes and challenges- qualitative data
- Sustainability of project and/or measures towards sustainability- qualitative data

Addenda

VCOE or District may require changes in the scope of services required herein based on progress monitoring and determination of need. Such changes, which are mutually agreed upon by and between District and VCOE and will be effective when incorporated in written amendments to the Agreement.

Fiscal Requirement:

Year 2 (2020-2021): District will receive \$82,980 for services rendered as outlined in this MOU.

Year 3 (2021-2022): District will receive \$52,190 for services rendered as outlined in this MOU.

District will invoice VCOE for work performed twice a year in January and June.

Payments are distributed and due as follows:

1. January 30th - District will invoice for fifty percent (50%) of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Mental Health Services Coordinator.
2. June 10th - District will invoice for final payment of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Mental Health Services Coordinator.

Payment of invoice will be made after work is verified and approved by VCOE Mental Health Services Coordinator. District must submit data and participate in Partnership meetings, as outlined within the MOU to receive payment. Invoices submitted after June 30, 2022 will not be paid.

District may individually contract or create agreements with outside agencies or community-based organizations to provide part of the entirety of the project to complete their activities. District is responsible for project implementation, data collection, and outcome measures.

Termination

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement.

Default

If District defaults in the performance of any term or condition of this contract, District must remedy that default by a satisfactory performance within 10 days after upon District written notice of the defaults. If the District fails to remedy the default with that time, then VCOE may terminate this contract without further notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the project: Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Mental Health Services in Schools.

Wael Saleh



1/7/2021

Authorized District Representative

Signature

Date

Celeste Perdue



7 Jan 2021

Authorized District Fiscal Representative

Signature

Date

Lisa Cline

VCOE Exec. Director Internal Business Services

Signature

Date

Dr. Antonio Castro

VCOE Associate Superintendent

Signature

Date

9.7



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Awarding the bid for the 10Gb internet connection for the 9 school sites
Access	Public
Type	Action (Consent)
Preferred Date	Jan 20, 2021
Absolute Date	Feb 17, 2021
Fiscal Impact	Yes
Dollar Amount	56,550.00
Budgeted	Yes
Budget Source	eRate
Recommended Action	Staff recommends awarding the 10Gb internet connection bid to VCedNet for 2021-2024

Public Content

Speaker: Jarkko Myllari

Rationale:

The District internet and fiber services fall under the federal eRate Program. The District benefits from the program by receiving significant discounts (80%) on Internet connectivity and related services. For the past four years, the District has had a contract with VCedNet (the Internet service provider branch of the Ventura County Superintendent of Schools Office).

In light of the District's increased bandwidth need due to the growing number of devices on the network and increased online learning (e.g. COVID-19 closures and the anticipated hybrid model) the District requested vendor proposals through the eRate process for 10 Gigabits of bandwidth with a three and five year contracts. In accordance with the evaluation procedures stipulated by the eRate process, all bids were evaluated by a matrix incorporating price as the prevailing factor, with experience with the K12 environment, experience working with Rio and surrounding districts, and other additional costs and taxes as related factors.

Based on this evaluation matrix, staff is recommending the Board authorize a contract for the next three years to VCedNet. The contract provides the District with the option to extend the contract after the first 3 years with the same pricing.

VCEDNET10gb.pdf (571 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.

Complete Bundled Internet Access Service Agreement

This Agreement sets forth the terms of a Complete Internet Access Network Service Agreement between the **RIO School District**, (hereinafter referred to as the "LEA"), and Ventura County Education Network, hereinafter referred to as "VCEDNET".

RECITALS

WHEREAS, VCEDNET is a federally registered Internet Service Provider, delivering Internet connectivity and hosted services to school districts, charter schools and private schools in Ventura County;

WHEREAS, VCEDNET serves as a node site for California K12 High Speed Network ("K12HSN") program sponsored by the California Department of Education and provides basic connections to eligible entities;

WHEREAS, VCEDNET provides connectivity and hosted services through an alternative Tier 1 class carrier; and

WHEREAS, LEA desires to obtain connectivity from VCEDNET on the terms and conditions set forth below.

NOW THEREFORE, VCEDNET AND LEA agree to this Complete Internet Access Service Agreement indicated on Exhibit A, Service Level, on the terms and conditions below:

1. Term. The initial term is for a three-year period beginning July 1, 2021, ("Effective Date") and ending June 30, 2024, and may be extended for (two) additional one-year terms upon ninety (90) day notice to VCEDNET prior to expiration of the then current term. The LEA may expand the Services for each fiscal year as provided in Section 4, below.

2. VCEDNET Responsibilities.

- a) **Radio/Fiber Links.** VCEDNET shall provide radio and/or fiber links from LEA to VCEDNET. These services include site surveys, engineering, design, procurement, installation, configuration of all equipment and coordination of contractors. VCEDNET will register and maintain all necessary FCC microwave licenses (if applicable). VCEDNET will coordinate with all subcontractors and LEA facilities representatives for the installation of Customer Premise Equipment (CPE).

- b) **Operation/Maintenance of Network Devices.** VCEDNET will design, engineer and manage all layer-2 or 3 network devices up to and including the (CPE) at LEA facility. VCEDNET will provide the LEA with a RJ-45 Ethernet or Multi Mode Fiber handoff. VCEDNET is responsible for the following operations:
- i. monitoring performance of all circuits aforementioned in Section 1.
 - ii. reporting any faults/troubles that are related to the communication circuits to LEA and third parties.
 - iii. configuring and managing all layer-2 or 3 network devices for Customer Premise Equipment (CPE) at LEA facility (network equipment closet).
- c) **Internet Access.** VCEDNET will provide IP address block and routing from LEA Facility to upstream Internet POP, including Domain Name Registration and basic firewall protection.
- i. K12HSN Basic Connection includes (3) 10-gigabit Tier 1 class pop to the K12HSN Node Site
 - ii. Tier 1 class carrier connection includes a multi-gigabit failover link.
- d) **Support Services.** VCEDNET Service Center is open between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday. A service request may be initiated by calling (805) 383-9300. VCEDNET shall use reasonable efforts to provide an initial response, either by phone or e-mail, within 2 hours. Timely resolution to the service request depends on the nature of the problem. *All **Emergency Requests** as determined by LEA will be billed at prevailing VCEDNET rates.*

3. LEA Responsibilities.

- a) **LEA Representative.** The LEA will designate a point person(s) in Section 9, below, to communicate with VCEDNET Service Center and in turn relay information to their respective staff.
- b) **Payment.** LEA will be invoiced annually for the Service. Invoices are typically issued in September or October of each contract year. Payments are due within thirty (30) days of receipt, including all Service fees and fees for leased equipment for Internet Access. LEA Representative will be responsible for performing executing and delivering additional documents and instruments as may be reasonably required in order to carry out the Service, including providing all necessary documentation to assist with e-rate eligibility and California Teleconnect Fund (CTF) discounts.
- c) **LEA Facility Requirements.** LEA will secure an acceptable location at LEA facility which includes:

- i. Sufficient and accessible electrical power, UPS is not supplied.
 - ii. Conduit/path from MPOE (customer minimum point of entry) to an interior MDF/IDF for VCEDNET CPE.
- d) **LEA Connectivity Requirements.** LEA will provide the fiber or copper connectivity from the IDF, MDF, or MPOE to the VCEDNET CPE.
- e) **Security/Firewall.** LEA shall maintain adequate security measures to protect the network from unauthorized access and malicious attacks.

4. Additional Terms and Conditions.

- a) **Service Level Modifications.** Following initial network configuration, any subsequent router or switch configuration changes requested by LEA must be requested in writing by LEA at least ninety (90) days prior to the end of the current fiscal year (by April 1). Additional fees may apply for increased connectivity speed. A non-recurring charge may apply for excessive engineering or non-standard installations.
- b) **Notice of Bandwidth Charges.** LEA agrees to notify VCEDNET prior to any significant changes in hosting of content, applications, or internet dependent device quantity at the district, impacting the bandwidth needs of the site. This notice is intended to ensure that VCEDNET has an adequate opportunity to conduct planning and support to meet the needs of the LEA and other customers on the K12HSN node.
- c) **Unilateral Bandwidth Changes.** VCEDNET shall have the right to increase the service level in its reasonable discretion. For example, bandwidth usage consistently exceeding 75% of contracted Internet bandwidth during school hours, will be deemed just cause for increasing to the next level of bandwidth for the subsequent term of the agreement.
- d) **Security Monitoring.** VCEDNET shall have the right to suspend or discontinue the Service for ongoing scheduled maintenance, in the event of a possible or actual security incident, or as necessary to manage and troubleshoot in the event of an outage.
- e) **Equipment Ownership.** All equipment provided under this Agreement remains the property of VCEDNET and shall be immediately returned upon expiration or termination.
- f) **Additional Fees.**
- i. The terms of this Agreement do not include LEA internal LAN equipment. Additional fees may apply.
 - ii. LEA will be responsible for negligent damage or loss of equipment, including from act of vandalism or theft.

iii. In the event LEA early termination of circuit or change in MPOE physical location, LEA shall be responsible for all costs incurred due to such change.

g) **Force Majeure.** VCEDNET shall be excused from performance hereunder during the time and to the extent that performance is prevented by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, terrorist attacks, insurrections, strikes or other work stoppages, and/or any other cause beyond the reasonable control of VCEDNET.

5. Termination. Upon termination of this Agreement for any reason, all fees due that have accrued as of the effective date of such termination, shall be paid within thirty (30) days of the effective date of such termination.

a) **For Convenience.** Either Party shall have the right to cancel the Agreement for convenience, upon ninety (90) days notice to the other Party. In the event of termination for convenience by LEA, in addition to all fees referenced above, LEA shall reimburse VCEDNET for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination, including any non-recurring expenses incurred by VCEDNET.

b) **For Cause.** Either Party shall have the right to terminate this Agreement immediately upon written notice delivered to the other Party if, at any time: (1) the other Party is in material breach of any term, condition or covenant of this Agreement and fails to cure such breach within thirty (30) days of written notice thereof or (2) has its ability to conduct business suspended or terminated.

c) **Termination due to Non-Appropriation.** If after the first fiscal year in which a particular Service acquired is installed, universal service (E-rate) discounts are not received to pay for that particular Service in a subsequent fiscal year, then LEA may terminate this Agreement as it relates to that particular Service as of the last day universal service (E-rate) discounts were received. However, (i) LEA shall be obligated to pay all charges incurred through the "Date of Termination" (ii) LEA shall use its best effort to obtain universal service (E-rate) for this particular Service provided, (iii) LEA agrees not to obtain substantially similar service and or equipment to replace those provided in this Agreement for a period equal to the remaining term of this Agreement, (iv) LEA may exercise right to terminate upon delivery to VCEDNET of a ninety (90) day written notice setting forth the reason for such termination and within thirty (30) days following such delivery provide VCEDNET with a legal opinion of counsel from LEA that universal service (E-rate) funds were not available for the acquisition of such Service.

6. DISCLAIMER AND LIMITATION OF LIABILITY.

VCEDNET WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY LEA OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF LEA'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS

NOTWITHSTANDING ANY DAMAGES THAT LEA MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EITHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES ON REASONABLE RELIANCE UP TO THE AMOUNT ACTUALLY PAID BY LEA TO VCEDNET UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

7. No Third-Party Beneficiaries. This Agreement is for the benefit of Customer and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

8. Amendments. This Agreement may be modified only by an agreement in writing between the Parties.

9. Notice and Service. All notices from one party to the other under this Agreement shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. All notices shall be delivered or sent to the parties at their respective addresses or numbers shown below as a party may designate by prior notice, in accordance with this provision to the other party. Notice shall be by both email and hard copy in the United States mail.

VENTURA COUNTY
EDUCATION NETWORK
VCEDNET
SPIN 143030986

DR. JULIE JUDD, CTO
jjudd@vcednet.org
5189 VERDUGO WAY CAMARILLO, CA 93012
(805) 383-1966 FAX (805) 383-1997

If to VCEDNET:

Don Gerkenmeyer
Manager - Ventura County Educational Network
5189 Verdugo Way
Camarillo, CA 93012
dgerkenmeyer@vcednet.org

If to LEA:

Name _____ Title _____
Phone Number _____ Email Addr. _____

10. Governing Law and Dispute Resolution. This Agreement shall be governed and construed in accordance with the laws of the State of California. If a dispute arises out of or relating to any aspect of this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The cost of mediation shall be shared equally between the parties. The Parties mutually agree that all disputes shall be resolved exclusively in the State of California.

11. Execution in Counterpart. This Agreement may be executed in counterpart.

The Parties, on the dates set forth below, have caused their duly authorized signatories to execute this Agreement, which shall be effective as of the Effective Date.

VCEDNET

By:  _____

Don Gerkenmeyer

Manager, VCEDNET

Date: 12/28/2020

LEA Rio School District

By: _____

Name: _____

Title: _____

Date: _____

VENTURA COUNTY
EDUCATION NETWORK
VCEDNET
SPIN 143030986

DR. JULIE JUDD, CTO
jjudd@vcednet.org
5189 VERDUGO WAY CAMARILLO, CA 93012
(805) 383-1966 FAX (805) 383-1997

Exhibit A
Service Level

<input checked="" type="checkbox"/>	Core Service	Annual Cost
	Internet Access w/ < 1 Gb connectivity to node site	\$
	Internet Access w/ 1 Gb connectivity to node site	\$13,850
	Internet Access w/ 5 Gb connectivity to node site	\$18,850
<input checked="" type="checkbox"/>	Internet Access w/ 10 Gb connectivity to node site	\$18,850
	Exceeding 10Gb* Subject to USAC guidelines	\$
	Non-Recurring Charge	\$
	Tier 1 ISP connectivity	Connection Speed

Mark requested service bandwidth with a ✓

LEA: Rio School District

District Name Rio ESD
 Bid # (if applicable) N/A
 Form 470# 210006148

Bid Due Date and Time N/A
 Allowable Contract Date 1/4/2021

Project or Service Description

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Leased Lit Fiber (with or without Internet Access)	10 Gbps	10 Gbps	1	1	Circuits
Transport Only - No ISP Service Included (Non-Fiber)	10 Gbps	10 Gbps	1	1	Circuits

Rio School District is requesting quotes for service to provide 10 Gbps Internet Access and Transport Bundled Solution to the district HUB that will allow for reliable and secure transmissions of voice, data and video.
 The district is seeking a scalable Internet Access and Transport Bundled Solution proposal for connectivity to 3050 Thames River Dr, Ornard, CA 93036.
 Please submit quotes for 36-month and 60-month term options with voluntary extensions.
 The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. **NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.

ARRATIVE

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

No.	Factor	Cost of E-rate eligible service		Cost of E-rate ineligible service		Total Cost of Service to District*	
		Total Points Available	Points Available	Total Points Available	Points Available	Total Points Available	Points Available
1	Cost of eligible goods and services (Must have the most points)	20	10	20	5		
2	Cost of ineligible goods and services	15	15	15	15		
3	Total cost of service to District*	10	5	10	5		
4	Vendor quote meets district's minimum specifications**	15	10	10	10		
5	Experience with district	10	10	10	5		
6	Ability to deliver service at start of funding year	10	10	10	10		
7	Ability to deliver service throughout district geographic region	10	10	10	10		
8	Financial stability	10	10	10	10		
Total Points		100	80	95	70	0	0

Total cost can include district man hours for training, transition of services, etc...
**Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."*

Winning Bidder: VCEdNet

Disqualified Bidders and reason for disqualification: Spectrum. Incorrectly quoted for a PTP connection.

Vendor Selected: VCEdNet
Approved By: Jarkko Myllari
Title: Director of Technology
 1/13/2021



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Awarding the bid for the 5Gb internet connection for the District Office
Access	Public
Type	Action (Consent)
Preferred Date	Jan 20, 2021
Absolute Date	Feb 17, 2021
Fiscal Impact	Yes
Dollar Amount	2,300.00
Budgeted	Yes
Budget Source	eRate
Recommended Action	Staff recommends awarding the 5Gb internet connection bid to Spectrum for 2021-2024

Public Content

Speaker: Jarkko Myllari, Director of Technology

Rationale:

The District internet and fiber services fall under the federal eRate Program. The District benefits from the program by receiving significant discounts (80%) on Internet connectivity and related services. For the past year, the District has had a contract for 2Gb with Spectrum Charter.

In light of the District's added bandwidth needs due to the increased use of videoconferencing and other data intensive work the District requested vendor proposals through the eRate process for 5 Gigabits of bandwidth with three and five year contract periods. In accordance with the evaluation procedures stipulated by the eRate process, all bids were evaluated by a matrix incorporating price as the prevailing factor, with experience with the K12 environment, experience working with Rio and surrounding districts, and other additional costs and taxes as related factors.

Based on this evaluation matrix, staff is recommending the Board authorize a contract for the next three years to Spectrum.

SpectrumQuote.pdf (653 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.

Monday, January 4, 2021

Jarkko Myllari
Director of Technology
Rio Elementary School District
2500 E Vineyard Ave
2500 E Vineyard Ave, CA 93036
jmyllari@rioschools.org

Dear Mr. Myllari:

Spectrum Enterprise¹ is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide Internet that will enable Rio Elementary School District to meet its technology needs.

Continuing our partnership ensures Rio Elementary School District will continue to benefit from a strong telecommunications foundation, and maximizes Rio Elementary School District's ability to create new opportunities and drive innovation without incurring the extra costs associated with service transitions and unknown fees. As you are aware, Spectrum provides advanced broadband services to more than 16,000 schools and libraries representing over 2,500 school districts across the country making us one of the top service providers within the E-rate program.

Thank you for the opportunity to submit this response to your RFP. We are available to discuss our submission in further detail at your convenience.

Sincerely,

Gil Dheming

Mr. Gil Dheming
Major Account Manager

¹ Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC a subsidiary of Charter Communications, Inc.

LEGAL DISCLAIMER

This proposal shall not be considered an acceptance of any offer by Rio Elementary School District or otherwise create a binding contract between Rio Elementary School District and Spectrum. Spectrum's bid is based upon the Spectrum Enterprise Service Agreement, included with Spectrum's proposal.² This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Rio Elementary School District may enter into a binding contract are understood to be subject to negotiation between the parties hereafter with the Spectrum Enterprise Service Agreement and its related attachments, Service Level Agreements and applicable Service Orders forming the basis of the contract (the "Service Agreement"), and which shall supersede and replace any terms and conditions set forth in the RFP. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, Spectrum's offer may be affected requiring Spectrum to review such partial acceptance prior to final bid acceptance by Spectrum.

² Also available at: <https://enterprise.spectrum.com/legal/se-terms-and-conditions.html>

TABLE OF CONTENTS

Legal Disclaimer 3

Executive Summary..... 5

Spectrum Service Proposal 7

Fiber Internet Access (FIA) 8

EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), a commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Rio Elementary School District with broadband services. We take pride in being an innovative resource for businesses, schools and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools and Libraries

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Rio Elementary School District will match your specific and discrete needs.

When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.

- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

E-rate clients have direct access to our Government Subsidized Programs (GSP) department who specialize in E-rate, RHC, and CTF programs. To support E-rate program participation, Spectrum Enterprise:

- ▶ Provides to client an FCC Form 471 Funding Recommendation Letter after the FCC Form 470 and awarded Service Agreement review.
- ▶ Reviews FCC Form 471 for possible errors and omissions and distributes to the client accompanying RAL Modification recommendation necessary to maximize eligible funding.
- ▶ Monitors SPI invoice submissions and SPI discount application (FCC Form 474).
- ▶ Will be available to address program questions, or concerns via email.

Renewal Plan

As your incumbent provider, we have developed this proposal with the benefit of our experience, and have based it on our knowledgeable understanding of your requirements. Our combination of technology services and proposed cost, based on actual experience with Rio Elementary School District, provides an incredible value. By choosing once again to collaborate with Spectrum, you will be choosing a vendor with the proven infrastructure and experienced team currently in place to support the program. It is Spectrum's objective to continue our partnership with you while continuing to focus on responsiveness, transparency, and continuity of services. It is with that focus we have developed our proposal response to the RFP.

Special Construction

Spectrum Enterprise supports E-rate applicants who seek special construction funding for the upfront, non-recurring/install charges for the deployment of new or upgraded facilities. Spectrum Enterprise has over 20 years of E-rate experience, and one of the largest Fiber providers in the nation who designs, procures and implements large complex infrastructure projects. Applicants seeking additional E-rate discounts to match state funding for special construction must submit information with their FCC Form 471 filing that USAC will use to determine eligibility <https://www.usac.org/e-rate/applicant-process/before-you-begin/fiber-summary-overview/additional-discount-to-match-state-tribal-funding-for-special-construction/>.

SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the Initial Order Term, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ acceptance of and entering into the Spectrum Enterprise Service Agreement (as may be negotiated by the parties as stated in the Legal Disclaimer section above), which shall govern the contractual relationship between the parties and the provision of the services under such contract.

Investment for Spectrum Services Based on a 36 & 60 Month Initial Order Term

Location	SERVICE	SVC. CAP	QTY	Term	<u>OTC</u>	<u>MRC</u>
1800 Solar Dr. Oxnard, CA	FIA	5 Gbps	1	36	\$0.00	\$2,300.00
	FIA	5 Gbps	1	60	\$0.00	\$2,290.00

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Pricing shown above is exclusive of taxes, fees and surcharges. MRCs and OTCs are subject to taxes, fees and surcharges as described in Section 7(b) (Taxes, Surcharges and Fees) of the Spectrum Enterprise Service Agreement.

FIBER INTERNET ACCESS (FIA)

Accelerate your organization with a reliable, powerful and dedicated Internet access service

Today's organizations depend on high-performing Internet solutions to keep critical applications up and running and business operating. Without a dependable Internet connection, network resources are constrained, impacting both employees and customers.

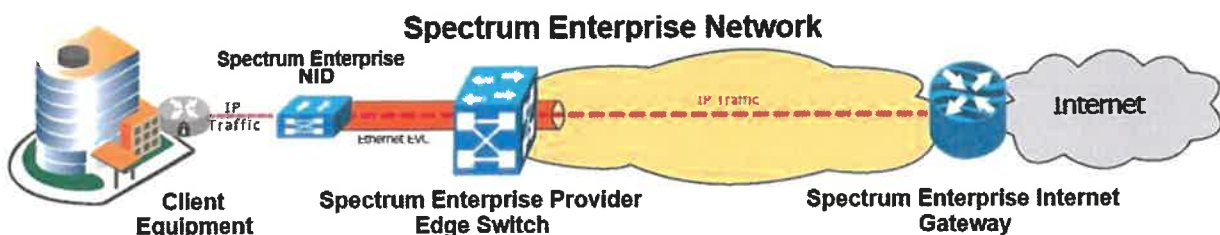
Spectrum Enterprise Fiber Internet Access (FIA) is a dedicated service that offers reliable nationwide connectivity with performance and support you can always count on. Delivering scalable Internet access, we guarantee 99.99% service availability all the way to the equipment at your location. Connect wherever you are with a service available nationwide that accelerates the pace of your organization.

Product Highlights

- Superior performance – Improves business productivity through a high-performing Internet service ensuring reliable connectivity
- Scalability and reach – Provides an easily scalable platform with national reach and dense metro coverage to support current and future bandwidth needs
- Business continuity – Optional diversity solutions to support Internet uptime in the event of a wireline disruption
- End-to-end support – Reduces complexity via a single, nationwide partner providing one resource team, one contact point for services and support including the in-building connection
- Cost effective – FIA delivers value with competitive, straightforward pricing

Key Features

- Dedicated connection that is not shared with others, delivered over a reliable advanced fiber network
- Industry-leading service-level agreement (SLA) metrics guarantee availability, low latency, jitter and packet loss all the way into the client suite
- Symmetrical access that scales from 25 Mbps to 10 Gbps from a single provider
- 24/7/365 US-based support and local technicians
- Multiple physical diversity and redundancy options to help protect your network



PRODUCT BRIEF FIBER INTERNET ACCESS

Optional managed network services

- Enhance FIA with a suite of complementary managed services products designed to protect, simplify and improve the performance of your network.
- Managed Security Service – Reduce the risk of external Internet threats with a comprehensive security service
- DDoS Protection – Protect your network from malicious volumetric attacks with world-class threat identification and mitigation
- Managed WiFi – Connect to the Internet seamlessly, anywhere with consistent and easily accessible WiFi
- Managed Router Service – Optimize your network routing with an all-inclusive expertly managed service

FIA technical specifications

Network

- IP over IEEE 802.3-based, full-duplex, noncircuit switched services
- Provisioned via our advanced fiber-rich network from the client premises to one of many hub locations throughout the Spectrum Enterprise network footprint
- Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- Fiber access circuit is unaffected by electromagnetic interference

Routing

- Static or border gateway protocol (BGP) traffic routing options

Internet Access Demarcation

- Fiber connections to the Spectrum Enterprise network are monitored 24/7/365 via a dedicated network interface device (NID)
- Traffic is routed over the Spectrum Enterprise IP network until it is required to travel to the public network in order to reach its destination
- Demarc extension included for most buildings in footprint

Static IP addresses

- Initial IP block is included
- Additional IP address space available upon request
- Support for dual stacking of IPv4 and IPv6

RioESD470FY2021C1_District Office

IMPORTANT INSTRUCTIONS: Quantities are estimates and may increase or decrease over the term of the awarded contract.

This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, Spectrum's offer may be affected requiring Spectrum to review such partial acceptance prior to final bid acceptance by Spectrum.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Customer shall have the option to add Services and increase speed and bandwidth during the Initial Order Term of the Service Order. Customer will notify Spectrum of its desired additional Services or increased speed and bandwidth and, provided that Spectrum is able and willing to provide the requested change in Services, Customer shall be responsible for the corresponding increase in Monthly Recurring Charges for such additional Services or increased speed and bandwidth, as well as construction and installation costs (if applicable). Added services may be coterminous if the parties agree upon appropriate Monthly Recurring Charges and any non-recurring charges to correspond with the decreased initial term for such additional Services. Spectrum agrees to include terms within individual Service Orders that set forth the specific upgrade options available to the Customer during the Order Term.

Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

Termination is subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

Rio School District is requesting quotes for service to provide 5 Gbps Internet Access and Transport Bundled Solution to the administration building that will allow for reliable and secure transmissions of voice, data and video.

Please see Spectrum's Service Proposal for pricing, Initial Order Term, Service Location(s), and bandwidth information.

The district is seeking a scalable Internet Access and Transport Bundled Solution proposal for connectivity to 1800 Solar Drive, Oxnard CA 93030.
Please submit quotes for 36-month and 60-month term options with voluntary extensions.

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), and bandwidth information. The MRC shall remain firm throughout the Initial Order Term of the Service Order. The MRC and NRC does not include applicable taxes, surcharges and fees. Customer will be invoiced Service Charges in accordance with the Commercial Terms of Service attached. Spectrum will have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date.

After the Initial Order Term of the Service Order for services reflected in Spectrum's proposal, and upon written request from Rio Elementary School District, Spectrum agrees to extend such Service Order for up to two (2) consecutive twelve (12) month renewal periods at the same monthly recurring charge applicable during the Initial Order Term. If Rio Elementary School District does not exercise such renewal options, and neither party has terminated the Service Order in accordance with the terms of the agreement between the parties, then at the end of the then current order term, the Service Order shall automatically renew on a month-to-month basis. The foregoing Sales Order extension option is subject to more specific terms to be reflected in the applicable Service Order.

The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. ****NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.**

Please review Spectrum's Service Proposal herein for pricing, Initial Order Term, Service Location(s), and bandwidth information. In the event the bid requirements change, Spectrum reserves the right to modify its proposal. This proposal may assume a certain minimum level of acceptance of our bid. In the event only a portion of Spectrum's proposal is accepted, our offer may be affected requiring Spectrum to review any such partial acceptance before final bid acceptance by Spectrum.

Pricing is provided only for the sites shown in the Service Proposal. Pricing for additional sites shall be determined upon Spectrum's receipt of site information for the new service location, evaluation of the requested services, performance of surveys, and other information that may be required.

Termination shall be subject to Section 13 (Default, Suspension of Services and Termination) of Spectrum's Commercial Terms of Service.

The deadline to submit questions for this project is December 16, 2020 at 3 pm PST to Jarkko Myllari at jmyllari@rioschools.org. All questions received after the date and time above will not be accepted.

Proposals must be submitted via email no later than January 4, 2021 to Jarkko Myllari at jmyllari@rioschools.org. Proposals received after the due date listed above will not be accepted.

Spectrum has read and understands.

District Name Rio ESD Bid Due Date and Time N/A
 Bid # (if applicable) N/A Allowable Contract Date 1/4/2021
 Form 470# 210005977

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Leased Lit Fiber (with or without Internet Access)	5 Gbps	5 Gbps	1	1	Circuits
Transport Only - No ISP Service Included (Non-Fiber)	5 Gbps	5 Gbps	1	1	Circuits

Project or Service Description

Rio School District is requesting quotes for service to provide 5 Gbps Internet Access and Transport Bundled Solution to the administration building that will allow for reliable and secure transmissions of voice, data and video.
 The district is seeking a scalable Internet Access and Transport Bundled Solution proposal for connectivity to 1800 Solar Drive, Oxnard CA 93030.
 Please submit quotes for 36-month and 60-month term options with voluntary extensions.
 The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. ****NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.**

ARRATIVE

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

No.	Factor	Cost of E-rate eligible service	Cost of E-rate ineligible service	Total Cost of Service to District*
1	Cost of eligible goods and services (Must have the most points)			
2	Cost of ineligible goods and services			
3	Total cost of service to District*			
4	Vendor quote meets district's minimum specifications**			
5	Experience with district			
6	Ability to deliver service at start of funding year			
7	Ability to deliver service throughout district geographic region			
8	Financial stability			
Total Points		100	80	92
		70	0	0

* Total cost can include district man hours for training, transition of services, etc...
 **Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder: Spectrum

Disqualified Bidders and reason for disqualification: N/A

Vendor Selected: Spectrum
Approved By: Jarkko Myllari
Title: Director of Technology

District Name Rio ESD Bid Due Date and Time N/A
 Bid # (if applicable) N/A Allowable Contract Date 1/4/2021
 Form 470# 210005977

Function	Min Capacity	Max Capacity	Entities	Quantity	Units
Leased Lit Fiber (with or without Internet Access)	5 Gbps	5 Gbps	1	1	Circuits
Transport Only - No ISP Service Included (Non-Fiber)	5 Gbps	5 Gbps	1	1	Circuits

Project or Service Description

Rio School District is requesting quotes for service to provide 5 Gbps Internet Access and Transport Bundled Solution to the administration building that will allow for reliable and secure transmissions of voice, data and video. The district is seeking a scalable Internet Access and Transport Bundled Solution proposal for connectivity to 1800 Solar Drive, Oxnard CA 93030. Please submit quotes for 36-month and 60-month term options with voluntary extensions. The District may at any time, at its sole discretion add, change, or delete any of the eligible services requested above. **NOTE that the service types "Lit Fiber Services" are only applicable with the Internet Access solutions offered in as a response to this 470. The District is not soliciting separate bids for Lit Fiber. **ALL INELIGIBLE COSTS MUST BE CLEARLY INDICATED.

NARRATIVE

Directions: Each factor is worth the same number of points as the weighting percentage. Vendors are rated on how well they meet each factor. The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest number of total points. The cost of E-Rate eligible goods and services must be weighted most heavily.

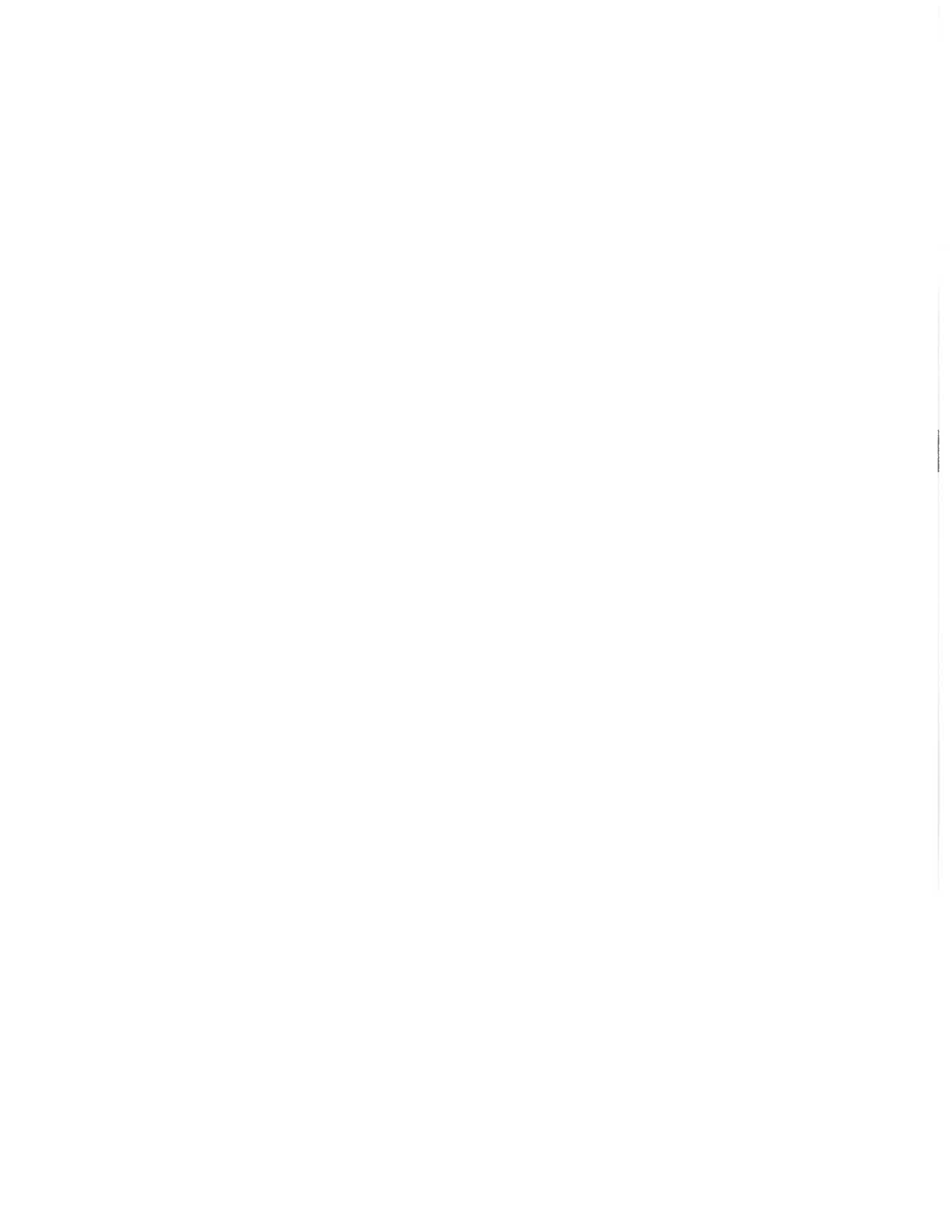
No.	Factor	Cost of E-rate eligible service			Cost of E-rate ineligible service			Total Points Available
		Crown Castle	Spectrum	Frontier	Crown Castle	Spectrum	Frontier	
1	Cost of eligible goods and services (Must have the most points)	10	20	5				20
2	Cost of ineligible goods and services	15	15	15				15
3	Total cost of service to District*	5	10	5				10
4	Vendor quote meets district's minimum specifications**	10	10	10				15
5	Experience with district	10	7	5				10
6	Ability to deliver service at start of funding year	10	10	10				10
7	Ability to deliver service throughout district geographic region	10	10	10				10
8	Financial stability	10	10	10				10
Total Points								100
								80
								92
								70
								0
								0

Total cost can include district man hours for training, transition of services, etc...
 *Per USAC Schools and Libraries News Brief dated December 3, 2010: "Applicants can have a bid evaluation criterion for preferred make and model or for adherence to local IT standards in their bid evaluation matrix."

Winning Bidder: Spectrum

Disqualified Bidders and reason for disqualification: N/A

Vendor Selected: Spectrum
 Approved By: Jarkko Myllari
 Title: Director of Technology





Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of Resolution 20/21-39 for the Notice of Completion for Project #20-07L, for COVID 19 HVAC Service and Filter Upgrades by Reed Mechanical at Rio Lindo.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20/21-39 for the Notice of Completion for the COVID 19 HVAC Service and Filter Upgrades at Rio Lindo, Project #20-07L by Reed Mechanical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project 20-07L, at Rio Lindo for the COVID 19 HVAC Service and Filter Upgrades. The work was completed by Reed Mechanical and the Project Manager has confirmed that all contract installation requirements have been satisfied by Reed Mechanical and the project can now be closed.

20-07L Reed Notice of Completion Recommendation Letter January 2021 (1) (1).pdf (27 KB)

Resolution 20-21-39 Reed Mechanical for Lindo.pdf (104 KB)

Administrative Content

Executive Content

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

Balfour Beatty Construction

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

January 6, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-07L COVID 19 HVAC Service & Filter Upgrades at Rio Lindo Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion For Reed Mechanical Systems, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-07L COVID 19 HVAC Service & Filter Upgrades at Rio Lindo Elementary School. All contract installation requirements have been satisfied by Reed Mechanical Systems, Inc. for Bid #20-07L. The final contract amount is as follows;

Reed Mechanical Systems, Inc. Base Agreement	\$ 36,618.00
Reed Mechanical Systems, Inc. Total Change Order Amount	\$ 13,753.00
FINAL Cost	\$ 50,371.00

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

Respectfully,

KH
1/6/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Muguerra Ibarra, Balfour Beatty

RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-39

**NOTICE OF COMPLETION OF THE RIO LINDO HVAC SERVICE AND FILTER UPGRADES,
PROJECT 20-07L, FOR COVID 19 BY REED MECHANICAL**

WHEREAS, pursuant to RSD Project No. 20-07L, the Rio School District (“District”) contracted with Reed Mechanical for HVAC Service and Filter Upgrades at Rio Lindo Elementary School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-07L; and

WHEREAS, on January 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-07L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 20th day of January, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

9.10



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of Resolution 20/21-27 for the Notice of Completion (Revised) for Project #20-12L, for the COVID 19 Touchless Plumbing Fixture Replacements at Rio Real, Rio Del Valle, and Rio Rosales by MM Mechanical.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20/21-27 for the Notice of Completion (Revised) for Project #20-12L, for the COVID 19 Touchless Plumbing Fixture Replacements at Rio Real, Rio Del Valle, and Rio Rosales by MM Mechanical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion for work related to RSD Project 20-012L, at Rio Lindo, Rio Del Valle and Rio Rosales by MM Mechanical for the COVID 19 Touchless Plumbing Fixture Replacements. The work was completed by MM Mechanical and the Project Manager has confirmed that all contract installation requirements have been satisfied and the project can now be closed. The project was closed in October 2020, prior to the change orders being completed and therefore, Resolution 20/21-27 has been revised to reflect the correct date of Completion, January 6, 2021.

20-12L REVISION MM Mechanical Notice of Completion Recommendation Letter January 2021 (3).pdf (28 KB)

Revised Resolution 20-21-27 NOC MM Mechanical .pdf (99 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

Balfour Beatty Construction

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

REVISION January 06, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-12L COVID 19 Touchless Plumbing Fixture Replacements at Rio Real Elementary School, Rio Del Valle Middle School and Rio Rosales Elementary School.

Recommendation to Request Board approval for issuance of Notice of Completion For MM Mechanical, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-12L COVID 19 Touchless Plumbing Fixture Replacements at Rio Real Elementary School, Rio Del Valle Middle School and Rio Rosales Elementary School. All contract installation requirements have been satisfied by MM Mechanical, Inc. for Bid #20-12L. The final contract amount is as follows;

MM Mechanical, Inc. Base Agreement	\$ 197,762.00
MM Mechanical, Inc. Total Change Order Amount	\$ 17,917.78
FINAL Cost	\$ 215,479.78

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

Respectfully,

KH
1/6/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Muguerra Ibarra, Balfour Beatty

REVISED RESOLUTION

RIO SCHOOL DISTRICT

RESOLUTION NO. 20/21-27

**NOTICE OF COMPLETION OF PROJECT 20-12L FOR
THE TOUCHLESS PLUMBING FIXTURE REPLACEMENT AT RIO DEL VALLE,
RIO REAL, AND RIO ROSALES BY MM MECHANICAL, INC.**

WHEREAS, pursuant to RSD Project No. 20-12L, the Rio School District (“District”) contracted with MM Mechanical, Inc. for the touchless plumbing fixture replacement at Rio Del Valle Middle School, Rio Real, and Rio Rosales; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-12L; and

WHEREAS, on October 6, 2020, **Revised to January 6, 2021**, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-12L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of October, 2020 **Revised to January 20, 2021** by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

9.11



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Resolution 20-21/41 for the Notice of Completion for Project #20-14L for the COVID 19 Touchless Plumbing Fixture Replacements by MM Mechanical, Inc. at Rio Del Norte, Rio Vista, and Rio Del Mar.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20-21/41 for the Notice of Completion for Project #20-14L for the COVID 19 Touchless Plumbing Fixture Replacements at Rio Del Norte, Rio Vista, and Rio Del Mar.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion, Resolution 20-21/41 for work related to RSD Project 20-14L, at Rio Del Norte, Rio Vista, and Rio Del Mar for the COVID 19 Touchless Plumbing Fixture Replacements by MM Mechanical, Inc.. The work was completed by MM Mechanical, Inc. and the Project Manager has confirmed that all contract installation requirements have been satisfied and the project can now be closed.

20-14L MM Mechanical Notice of Completion Recommendation Letter January 2021.pdf (28 KB)

Resolution 20-21-41.pdf (103 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

Balfour Beatty Construction

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

January 06, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-14L COVID 19 Touchless Plumbing Fixture Replacements at Rio Del Norte Elementary School, Rio Vista Middle School and Rio Del Mar Elementary School.

Recommendation to Request Board approval for issuance of Notice of Completion For MM Mechanical, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-14L COVID 19 Touchless Plumbing Fixture Replacements at Rio Del Norte Elementary School, Rio Vista Middle School and Rio Del Mar Elementary School. All contract installation requirements have been satisfied by MM Mechanical, Inc. for Bid #20-14L. The final contract amount is as follows;

MM Mechanical, Inc. Base Agreement	\$ 179,695.00
MM Mechanical, Inc. Total Change Order Amount	\$ 24,588.72
FINAL Cost	\$ 204,283.72

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

Respectfully,

KH
1/6/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Mugerza Ibarra, Balfour Beatty

**RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-41**

**NOTICE OF COMPLETION OF THE COVID 19 TOUCHLESS PLUMBING FIXTURE REPLACEMENT
AT RIO DEL NORTE, RIO VISTA MIDDLE SCHOOL, AND RIO DEL MAR ELEMENTARY SCHOOL
PROJECT 20-14L, BY MM MECHANICAL**

WHEREAS, pursuant to RSD Project No. 20-14L, the Rio School District (“District”) contracted with MM Mechanical for Touchless Plumbing Fixture Replacements at Rio Del Norte, Rio Vista Middle School, and Rio Del Mar Elementary School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-14L; and

WHEREAS, on January 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-14L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 20th day of January, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of Trustees

9.12



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Approval of Ratification of Change Order from Reed Mechanical Systems, Inc. to replace the fire damper actuators that have failed at Rio Vista Middle School, Project 20-17L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	11,420.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the ratification of the Change Order from Reed Mechanical Systems, Inc. to replace the fire damper actuators that have failed at Rio Vista Middle School, Project 20-17L.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The change order from Reed Mechanical Systems includes the removal, replacement, wiring and functional test with power for 29 actuators that have failed at Rio Vista Middle School. The motor for these actuators powers a Fire/Smoke Damper open and allows the air to pass thru the ductwork into the building. In the event of a fire the fire alarm system turns the power off to the damper motor and it springs closed which prevents smoke or fire from traveling beyond it's location. The failed motors resulted in no airflow to the classrooms.

[Reed Change Order 3 Project 20-17L12292020223742.pdf \(251 KB\)](#)

[20-17L-1 COR#3 REED Recommendation Letter for January 2021 Board Mtg \(1\) \(3\).pdf \(20 KB\)](#)

Administrative Content

Executive Content



REQUEST FOR CHANGE ORDER

03

To: Rio School District
1800 Solar Dr
Oxnard, CA 93036
Project: 1505 - Rio Vista & Rio Del Mar 20-17L

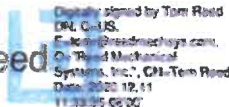
RFC No: 03
Date: 12/11/2020
Description: Fire/Smoke Actuators

Replace Qty. (29) Belimo Fire/Smoke Damper actuators. Includes removal, replacement, wiring and functional test with power. Excludes any Fire Alarm testing

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of **\$11,420.00** will be added to the contract price.

Original Contract	\$47,600.00
Other Approved Change Orders	\$67,804.00
Total Contract to Date	\$115,404.00
This Request	\$11,420.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$126,824.00



 Authorized Signature: Tom Reed Date: _____

 Reed Mechanical Systems, Inc

Authorized Signature: *W. Sahh* Date: 12/21/20

 Rio School District

Balfour Beatty Construction

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

January 6, 2021

Attn: Dr. Puglisi

Subject: Rio Del Mar Elementary School, Rio Vista Middle School
Rio School District
Oxnard, CA

Re: Project 20-17L COVID 19 HVAC Service & Filter Upgrades @ Rio Vista & Rio Del Mar
Reed Mechanical Systems, Inc.
Recommendation to Approve CO #3 to Reed Mechanical

Dear Dr. Puglisi,

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

PCO No.3

General Contractor: Reed Mechanical Systems

Description: Replace 29 Bellimo Wall Type Fire Damper Actuator Motors in Building C 2 Story at Rio Vista

Reason Cost/Credit: It was discovered during the COVID 19 HVAC Service and Filter Upgrade work at Rio Vista Middle School at Building C 2 Story that the in-wall fire smoke damper actuator motors were all non-operable. The fire damper actuator motor failure stopped any air from entering classrooms in building C which created an unhealthy and hazardous condition. Needed to be replaced to get air flow back in rooms for proper air flow.

Total CO #3	\$11,420.00
Previous Approved CO's	\$67,804.00
Original Contract	\$47,600.00
Revised Contract	\$126,824.00

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

Respectfully,

KH
1/6/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

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

9.13



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Approval of Change Order #2 from Reed Mechanical for the COVID 19 upgrade and equipment repairs at Rio Del Valle, Rio Del Norte, Rio Real, and Rio Rosales, Project No. 20-11L
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	21,947.00
Budgeted	Yes
Budget Source	COVID 19 funds
Recommended Action	It is recommended that the Board approve the change order from Reed for the necessary repairs and upgrades to equipment due to COVID 19 at Rio Del Valle, Rio Del Norte, Rio Real, and Rio Rosales.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

This change order for \$21,947.00 is for improvements to equipment found during the process of upgrading equipment for COVID 19 preparation. These improvements were spread among several school sites - Rio Del Valle, Rio Del Norte, Rio Real, Rio Rosales for things such as new thermostat wiring, additional repeaters, replacement of switches, and various additional items as listed on the attached Change Order.

All CUPCCAA projects were the result of the COVID 19 Pandemic that needed to be dealt with on an expedited basis. The Rio School District initiated an emergency plan to immediately upgrade all school sites to become compliant with CDC and State of California Health Department recommendations along with other health & safety measures put forth by the County of Ventura Office of Education and the State Superintendent of Schools and California Department of Education.

The quickest way the Rio School District could get this emergency work completed and comply with public contract code was to complete this emergency COVID 19 work by utilizing the pre-approved Rio CUPCCAA contractors and execute the Informal bid process to get all work accomplished by the time school was re-opened. As we moved forward with all COVID 19 Emergency Upgrades at each school site, additional information and recommended facility upgrades and improvements were coming up for the prevention of the spread of COVID 19 and how to best control the Virus in a School Classroom environment.

This constant flow of new COVID 19 information drove change orders and added emergency improvements to occur while completing the base bid work for each of these COVID 19 Emergency Improvement projects.

Each of the bids received for the COVID 19 Emergency Improvements were below the bid threshold. The change orders issued and required drove up each of the contracts to go over the \$200K Limit but the added changes stayed roughly within the 10% of total contract cost. This change order was a bit higher than the 10% allowance.



REQUEST FOR CHANGE ORDER

02

To: Rio School District
1800 Solar Dr
Oxnard, CA 93036
Project: 1496 - Rio Schools COVID 19 Upgrade

RFC No: 02
Date: 12/29/2020
Description: **Equipment Repairs**

Parts \$2,167.00
Labor 172 x 115 = \$19,780.00

Summary of Repairs:

Rio de valle

1. Replaced main board on north side library rtu.
2. Swapped out single gang electrical box being used for a thermostat mount in room #20 for a 2 gang in order for pelican thermostat to fit.
3. Condensers for units 11, 13, and 16 were not working. Wires were not connected.
4. Ran a new thermostat wire for north side Reznor in mpr.
5. Installed new pilot assembly on gym Reznor.
6. Both package units on gym were not in scope of work. They needed cleaning, filters and functionality tests. Also balance for outside air. We installed a new pelican for each one. West side unit supplying gym mpr room needed a new inducer motor and capacitor. Replaced fan belt as well.
7. Disconnected zoning dampers going to sheriff's office and boys and girls office.
8. Installed new fan switch on north side Reznor in mpr.

Rio Del norte

1. K2 needed thermostat wire to be re-wired due to old control system no longer being used.
2. K5 had to move supply air to next t-bar bay. Duct was not connected to plenum and was short.
3. Units 6, 9, and 16 were short cycling due to bad fan switch. All three were replaced.
4. Unit #17 needed to be re-wired due to bad timer from old controls.
5. Exhaust fan #24 replaced motor and capacitor.
6. Ac-1a had 3 blown fuses. Went through unit did not see any damage to parts or wires. Unit running good after fuse replacement.
7. Added an extra repeater.

Rio real

1. Added an extra thermostat and repeater.



REQUEST FOR CHANGE ORDER

02

To: Rio School District
1800 Solar Dr
Oxnard, CA 93036
Project: 1496 - Rio Schools COVID 19 Upgrade

Rio rosales

1. Disconnected outside air actuators on wall mounted heat pumps that were making noise. Set all osa dampers manually due to actuators either not working or not functioning properly.
2. Brazed back together disconnected condensate line on cafeteria rtu.
3. Installed 2 extra repeaters. 4 total.

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of **\$21,947.00** will be added to the contract price.

Original Contract	\$131,000.00
Other Approved Change Orders	\$79,063.00
Total Contract to Date	\$210,063.00
This Request	\$21,947.00
Other Pending Requests	\$0.00
Total Contract plus Pending RFCs	\$232,010.00

Authorized Signature: Tom Reed Digitally signed by Tom Reed
DN: c=US,
E=TomR@reedmechsys.com,
O="Reed Mechanical
Systems, Inc.", CN=Tom Reed
Date: 2020.12.29
09:43:30-08'00' _____ Date: _____
Reed Mechanical Systems, Inc

Authorized Signature: _____ Date: _____
Rio School District

9.14



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of Resolution 20-21/42 for the Notice of Completion for Project #20-11L for the COVID 19 HVAC and Filter Upgrades at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte by Reed Mechanical Systems.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20-21/42 for the Notice of Completion for Project #20-11L for the COVID 19 HVAC and Filter Upgrades at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte by Reed Mechanical Systems.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion, Resolution 20-21/42 for work related to RSD Project 20-11L, for the COVID 19 HVAC and Filter Upgrades at Rio Real, Rio Del Valle, Rio Rosales, and Rio Del Norte by Reed Mechanical Systems. The work was completed by Reed Mechanical Systems and the Project Manager has confirmed that all contract installation requirements have been satisfied and the project can now be closed.

20-11L Reed Notice of Completion Recommendation Letter for January 2021 Board Mtg. (1).pdf (28 KB)

Resolution 20-21-42 .pdf (104 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

Balfour Beatty Construction

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

January 8, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-11L COVID 19 HVAC Service & Filter Upgrade at Rio Real Elementary School, Rio Del Valle Middle School, Rio Rosales Elementary School and Rio Del Norte Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion For Reed Mechanical Systems, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-11L COVID 19 HVAC Service & Filter Upgrade at Rio Real Elementary School, Rio Del Valle Middle School, Rio Rosales Elementary School and Rio Del Norte Elementary School. All contract installation requirements have been satisfied by Reed Mechanical Systems, Inc. for Bid #20-11L. The final contract amount is as follows;

Reed Mechanical Systems, Inc. Base Agreement	\$ 131,000.00
Reed Mechanical Systems, Inc. Total Change Order Amount	\$ 79,063.00
FINAL Cost	\$ 210,065.00

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

Respectfully,

KH
1/8/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Muguerza Ibarra, Balfour Beatty

**RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-42**

**NOTICE OF COMPLETION OF THE COVID 19 HVAC AND FILTER UPGRADES
AT RIO REAL, RIO VALLE, RIO ROSALES AND RIO DEL NORTE
PROJECT 20-11L, BY REED MECHANICAL SYSTEMS**

WHEREAS, pursuant to RSD Project No. 20-11L, the Rio School District (“District”) contracted with Reed Mechanical Systems for the COVID 19 HVAC and Filter Upgrades at Rio Real, Rio Valle, Rio Rosales, and Rio Del Norte Elementary School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-11L; and

WHEREAS, on January 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-11L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 20th day of January, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of

9.15



Agenda Item Details

Meeting	Jan 20, 2021 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of Resolution 20-21/43 for the Notice of Completion for Project #20-17L for the COVID 19 HVAC and Filter Upgrades at Rio Vista and Rio Del Mar by Reed Mechanical Systems.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve Resolution 20-21/43 for the Notice of Completion for Project #20-17L for the COVID 19 HVAC and Filter Upgrades at Rio Rio Vista and Rio Del Mar by Reed Mechanical Systems.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

It is requested that the Board approve the issuance of the Notice of Completion, Resolution 20-21/43 for work related to RSD Project 20-17L, at for the COVID 19 HVAC and Filter Upgrades at Rio Vista and Rio Del Mar by Reed Mechanical Systems. The work was completed by Reed Mechanical Systems and the Project Manager has confirmed that all contract installation requirements have been satisfied and the project can now be closed.

20-17L Reed Notice of Completion Recommendation Letter for January 2021 Board Mtg. (1).pdf (28 KB)

Resolution 20-21-43 .pdf (108 KB)

Administrative Content

Executive Content

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

Balfour Beatty Construction

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

January 8, 2021

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #20-17L COVID 19 HVAC Service & Filter Upgrade at Rio Vista Middle School
and Rio Del Mar Elementary School.
Recommendation to Request Board approval for issuance of Notice of Completion
For Reed Mechanical Systems, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #20-17L COVID 19 HVAC Service & Filter Upgrade at Rio Vista Middle School and Rio Del Mar Elementary School. All contract installation requirements have been satisfied by Reed Mechanical Systems, Inc. for Bid #20-17L. The final contract amount is as follows;

Reed Mechanical Systems, Inc. Base Agreement	\$ 47,600.00
Reed Mechanical Systems, Inc. Total Change Order Amount	\$ 67,804.00
FINAL Cost	\$ 115,404.00

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

Respectfully,

KH
1/8/2021

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Jesus Mugerza Ibarra, Balfour Beatty



**RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-43**

**NOTICE OF COMPLETION OF THE COVID 19 HVAC AND FILTER UPGRADES
AT RIO VISTA AND RIO DEL MAR,
PROJECT 20-17L, BY REED MECHANICAL SYSTEMS**

WHEREAS, pursuant to RSD Project No. 20-17L, the Rio School District (“District”) contracted with Reed Mechanical Systems for the COVID 19 HVAC and Filter Upgrades at Rio Vista and Rio Del Mar Elementary School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 20-17L; and

WHEREAS, on January 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

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

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 20-17L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 20th day of January, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cassandra Bautista, President of the
Board of

Trustees



Agenda Item Details

Meeting Jan 20, 2021 - RSD Regular Board Meeting

Category 10. Organizational Business

Subject 10.2 Future Meeting Dates: Special Board Meeting February 3, 2021 and February 9-10, 2021; and RSD Regular Board Meeting February 17, 2021

Access Public

Type Information

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

