



**SCHOOL**  

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**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

## **REGULAR BOARD MEETING**

**June 30, 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, June 30, 2021  
RSD Regular Board Meeting**

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

**1. Open Session 5:00 p.m.**

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1.1 Pledge of Allegiance

1.2 Call to Order

1.3 Roll Call

**2. Approval of the Agenda**

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2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

**3. Public Comment-Closed Session**

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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**

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4.1 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: Amendment of Terms of Payment

4.2 CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION (Govt. Code § 54956.9(d)(2)): 1 case

4.3 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

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

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021 and 2021/2022

4.6 Public Employee Appointment [Government Code 54957] Title: Director of Pupil Personnel Services

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

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5.1 Report of Closed Session

**6. Recognition**

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6.1 MESA Coordinator of the Year

**7. Communications**

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7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

### 7.3 Organizational Reports-RTA/CSEA/Other

### 7.4 Superintendent Report

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, 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.

## **8. Information**

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### 8.1 Business Services Report

### 8.2 Educational Services Report

## **9. Discussion/Action**

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9.1 Approval of Resolution 20/21-64 of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2021-2022

9.2 Consideration of Resolution #20/21-67 Relating To The Acquisition Of And Related Findings For Certain Real Property Located At 3610 North Rose Avenue For Agricultural Educational Programming Purposes

9.3 Ratification of the Rio School District and Rio Teachers' Association COVID Memorandum of Understanding, Return to In-Person Instruction

9.4 Ratification of the Memorandum and Understanding between Rio School District and Rio Teachers' Association Extended Learning Opportunities Grant

9.5 Ratification of the Rio School District and California School Employees Association Negotiations Agreements

9.6 Ratification of the Rio School District and California School Employee's Association Memorandum of Understanding-Extended Learning Opportunities Grant

9.7 Approval of the Salary Increase for Unrepresented Employee Groups FY 2020/2021

9.8 Approval of the Child Nutrition and Farm to School Coordinator Job Description

9.9 Approval of the CTE Introduction to Arts, Media and Entertainment - Course Description

9.10 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2021/2022

9.11 Approval of Contract Renewal with Steve Sunnarborg FY 2021/2022

9.12 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2021/2022

9.13 Approval of the Contract Renewal with Learning Priority Software, Inc FY 21/22

9.14 Replacement and upgrade of Kinder student devices

9.15 Discussion of Board Policy 7310 Naming of a Facility

9.16 Approval of the Local Control Accountability Plan (LCAP)

9.17 Adopted Budget for 2021/2022

## **10. Consent**

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- 10.1 Approval of the Consent Agenda
- 10.2 Approval of the Regular Board Meeting of June 9, 2021
- 10.3 Approval of the Minutes of the Special Board Meeting of June 21, 2021
- 10.4 Ratification of the Commercial Warrant for May 22, 2021 through June 17, 2021.
- 10.5 Approval of the June Personnel Report
- 10.6 Approval of the Contract Renewal with Hip Hop Mindset FY 2021/2022
- 10.7 Ratification of agreement with School Services of California for consulting services
- 10.8 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2021/2022.
- 10.9 Approval of Food Service Vending Contract for 2021/2022 with Child Development Resources (CDR)
- 10.10 Approval of the Education Protection Account Spending (EPA) Plan for 2021/2022
- 10.11 Approval of the Food Service Vending Contract with The Catalyst Family Inc. (formally known as Continuing Development Incorporated (CDI)) for the 2021/2022 school year.
- 10.12 Approval of Food Service Vending Contract with the Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center) for the 21/22 school year.
- 10.13 Approval of renewing Story Maker 3D animation software site licenses and support for 2021-2022
- 10.14 Approval of renewal of MOU with Boys and Girls Club of Greater Oxnard and Port Hueneme to provide After School Education and Safety program staffing
- 10.15 Approval of Mixteco Idigena Organization Project Contract 2020-2021
- 10.16 Preschool Services Contract with Catalyst (Formerly CDI)
- 10.17 Approval of Contract with Developing Mathematical Thinking Institute (DMTI) FY 2021/2022
- 10.18 Approval of FoodCorp. Agreement to host 2 FoodCorps service members for the 2021-2022 school year.
- 10.19 Approval for Superintendent to receive and approve lowest responsive bids for the Sports Field Complex, Phase 1, at Rio Del Valle.
- 10.20 Approval to declare and sell obsolete E-waste Devices
- 10.21 Approval of Annual List of Pre-Qualified Bidders from Quality Bidders for 2021/2022
- 10.22 District server replacement and upgrade
- 10.23 Approval of the amount of the CUPCCAA Bid received for Project #21-03L, Modular Classroom Building Electrical Service at Rio Del Valle from Taft Electric that is between \$200,000 and \$212,500
- 10.24 Approval of Notice of Change Order from Oilfield Electric & Motor for the District Office Generator Replacement
- 10.25 Approval of Resolution 20/21-65 for the Notice of Completion of the Modular Classroom Building Plumbing Services at Rio Del Valle by MM Mechanical.
- 10.26 Approval of Resolution 20-21/66 for the Notice of Completion by BC Rincon Construction for Project #21-05L Modular Classroom Site Improvements at Rio Del Valle.

## **11. Organizational Business**

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- 11.1 Future Items for Discussion

11.2 Future Meeting Dates: August 18, 2021

**12. Adjournment**

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12.1 Adjournment

4.1





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 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: Amendment of Terms of Payment

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.2





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION (Govt. Code § 54956.9(d) (2)): 1 case

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**









**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 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**





4.4





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Discipline/Dismissal/Release [Government Code 54957]

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



4.5





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2020/2021 and 2021/2022

Access Public

Type Discussion

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**





4.6





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.6 Public Employee Appointment [Government Code 54957] Title: Director of Pupil Personnel Services

Access Public

Type

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**



7.4



**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

**Public Content**

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Summer Program Update
- 2021/2022 School Year Update

**Administrative Content****Executive Content**





8.1





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

- Summer Construction Update
- Masters Facilities Plan Timeline Update

### Administrative Content

### Executive Content

22

8.2





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p>

**Public Content**

Speaker: Educational Services Staff

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

- EL/COVID 19 Impacted Student Plan
- Summer 2021
- ELPAC/CAASPP Testing Update
- ESSER Funding Timeline

**Administrative Content**

**Executive Content**





9.1





## Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Approval of Resolution 20/21-64 of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2021-2022
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Following discussion, it is recommended the Board of Trustees adopt Resolution No. 20/21-64, "Resolution of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2021-2022."

## Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

### **BACKGROUND INFORMATION**

Community Facilities District No. 1 of the Rio Unified School District ("CFD No. 1") was formed pursuant to the Government Code Sections 53311, et seq., commonly known as the Mello-Roos Community Facilities Act of 1982 (the "Act"). CFD No. 1 is authorized pursuant to Resolution No. 0405-25 approved on May 3, 2005 (the "Resolution of Formation") and Ordinance Authorizing the Levy of Special Taxes, approved on June 7, 2005 (the "Ordinance") to levy a special tax on property in CFD No. 1 to pay principal, interest, and administrative expenses with respect to all bonds of CFD No. 1, and to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of special taxes of CFD No. 1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto.

### **CURRENT CONSIDERATIONS**

At the time of this proposed Resolution No. 20/21-64, the Board of Trustees will review and consider adopting the maximum special tax levy for non-exempt property in CFD No. 1 for Fiscal Year 2021-2022.

As development has occurred within CFD No. 1 the amount of money that can be generated by CFD No. 1 has increased allowing for the collection of Pay-as-You-Go ("Pay-Go") funds. Pay-Go funds are the special tax revenues collected in addition to what is required to pay the principal, interest, and administration costs of CFD No. 1, and such funds can be used to fund additional CFD-eligible improvements. Imposing the maximum special tax levy, approved by the Resolution 20/21-64 for non-exempt property in CFD No. 1, will result in approximately \$1.3 million in Pay-Go funds. The following eligible projects have been identified as potential uses for these Pay-Go funds:

- Facilities related to space and school development and student support facilities.



**RESOLUTION NO. 2021/64**

THE BOARD OF TRUSTEES OF  
THE RIO ELEMENTARY SCHOOL DISTRICT ACTING  
AS THE LEGISLATIVE BODY OF  
COMMUNITY FACILITIES DISTRICT NO. 1 OF  
THE RIO ELEMENTARY SCHOOL DISTRICT AUTHORIZING  
THE LEVY OF SPECIAL TAXES WITHIN  
COMMUNITY FACILITIES DISTRICT NO. 1  
FOR FISCAL YEAR 2021/2022

**WHEREAS**, the Rio Elementary School District (the "District") previously established Community Facilities District No. 1 of the Rio Elementary School District ("CFD No. 1") all pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53111 (the "Act"); and

**WHEREAS**, the Board of Trustees of the District acting as the legislative body of CFD No. 1 is authorized pursuant to Resolution No. 0405-25 approved on May 3, 2005 (the "Resolution of Formation") and the Ordinance Authorizing the Levy of Special Taxes, approved on June 7, 2005 (the "Ordinance") to levy a special tax on property in CFD No. 1 to pay principal, interest, and administrative expenses with respect to all bonds of CFD No. 1, and to pay for the construction, acquisition, and rehabilitation of certain public facilities authorized to be financed by the levy of special taxes of CFD No. 1 pursuant to the Resolutions of Formation and to pay all expenses incidental thereto; and

**WHEREAS**, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2021-22 for the purpose specified in the Ordinance, by the adoption of a resolution as specified in the Act and the Ordinance; and

**WHEREAS**, the special taxes being levied hereunder are the same rate or at a lower rate than provided by the Ordinance; and

**NOW, THEREFORE**, THE BOARD OF EDUCATION OF THE RIO ELEMENTARY SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The special tax ("Special Tax") is imposed without regard to property valuation and is levied in compliance with the Act and the Ordinance.

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance of the special taxes for Fiscal Year 2021-22 at the tax rates set forth in the attachment prepared by DTA, Inc. for CFD No. 1 entitled "Maximum Annual Special Tax Levy for Fiscal Year 2021-22" (the "Levy") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Superintendent of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Ventura County Auditor.

Section 4. All of the collections of the special tax shall be used only as provided for in the Act and Resolutions of Formation. The special tax shall be levied only so long as needed to accomplish the purposes described in Resolutions of Formations.

Section 5. The special tax shall be collected in the same manner as ordinary *ad valorem* taxes are collected and shall be subject to the same penalties and the same procedure and sale in cases of delinquency as provided for *ad valorem* taxes as such procedure may be modified by law or this Board from time to time.

Section 6. The actions of District staff heretofore taken in order to obtain consent from the Ventura County Auditor to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Levy to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2021-22 on or before July 6, 2021, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.







**MAXIMUM ANNUAL SPECIAL TAX RATES BY ZONE  
FOR FISCAL YEAR 2021-22 LEVY**

**Zone 1 - Special Tax Rates Fiscal Year 2021-22**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$1,776.40
Attached Unit	2	1,400 - 1,699	\$1,842.04
Attached Unit	3	1,700 - 1,999	\$2,104.66
Attached Unit	4	2,000 - 2,199	\$2,452.62
Attached Unit	5	≥ 2,200	\$2,715.22
Detached Unit	6	< 1,750	\$2,300.96
Detached Unit	7	1,750 - 2,099	\$2,744.76
Detached Unit	8	2,100 - 2,299	\$3,013.28
Detached Unit	9	2,300 - 2,799	\$3,371.74
Detached Unit	10	≥ 2,800	\$3,903.50
Very Low Affordable Unit	11	NA	\$514.36
Affordable Unit	12	NA	\$892.64
High Density Unit A	13	NA	\$1,021.08
High Density Unit D/F	14	NA	\$1,190.36

**Zone 2 - Special Tax Rates Fiscal Year 2021-22**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$2,181.26
Attached Unit	2	1,400 - 1,699	\$2,246.92
Attached Unit	3	1,700 - 1,999	\$2,509.54
Attached Unit	4	2,000 - 2,199	\$2,857.50
Attached Unit	5	≥ 2,200	\$3,120.12
Detached Unit	6	< 1,750	\$2,705.86
Detached Unit	7	1,750 - 2,099	\$3,149.66
Detached Unit	8	2,100 - 2,299	\$3,418.18
Detached Unit	9	2,300 - 2,799	\$3,776.64
Detached Unit	10	≥ 2,800	\$4,308.40
Very Low Affordable Unit	11	NA	\$740.88
Affordable Unit	12	NA	\$1,119.14
High Density Unit A	13	NA	\$1,247.56
High Density Unit D/F	14	NA	\$1,416.88

**Zone 3 - Special Tax Rates Fiscal Year 2021-22**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$1,776.40
Attached Unit	2	1,400 - 1,699	\$1,842.04
Attached Unit	3	1,700 - 1,999	\$2,104.66
Attached Unit	4	2,000 - 2,199	\$2,452.62
Attached Unit	5	≥ 2,200	\$2,715.22
Detached Unit	6	< 1,750	\$2,300.96
Detached Unit	7	1,750 - 2,099	\$2,744.76
Detached Unit	8	2,100 - 2,299	\$3,013.28
Detached Unit	9	2,300 - 2,799	\$3,371.74
Detached Unit	10	≥ 2,800	\$3,903.50
Very Low Affordable Unit	11	NA	\$514.36
Affordable Unit	12	NA	\$892.64
High Density Unit A	13	NA	\$1,021.08
High Density Unit D/F	14	NA	\$1,190.36
Non-Residential	15	NA	\$1.04

**Undeveloped Special Tax  
Fiscal Year 2021-22**

<b>Zone</b>	<b>Undeveloped Special Tax per Acre</b>
Zone 1	\$30,618.90
Zone 2	\$36,262.63
Zone 3	\$17,635.56



# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Board of Trustees  
Cassandra Bautista, President  
Eleanor Torres  
Linda Armas  
Kristine Anderson  
Edith Martinez Cortes

John D. Puglisi, Ph.D., Superintendent

## AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

This Agreement For Billing of Direct Assessments ("Agreement") is made and entered into between the *Ventura County Auditor-Controller and Rio School District* ("Agency") to provide the service of placement of direct assessments on the Secured Tax Roll and distribution of collections to the **Agency**.

### I. PROPERTY TAX SERVICES

Ventura County will place direct assessments on the Secured Tax Roll and distribute collections to the **Agency** at the same time and in the same manner as Ventura County property taxes are collected and distributed, and as authorized by law. The **Agency** will adhere to the policies and procedures established by the Ventura County Auditor-Controller as outlined in the Direct Assessment Submission Letter.

### II. FEES FOR SERVICES

For billing, collection, correction and administration of direct assessments, the Ventura County Auditor-Controller shall collect the following charges:

- A. A Direct Assessment Line Fee for the original submission will be charged an amount per assessment per parcel that is set by the County via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing.
- B. For correction or removal of direct assessments requested by the **Agency** after extension of the tax roll, the Ventura County Auditor-Controller will collect \$25.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services v.2021 Agreement for billing of direct assessments described herein, provided that written notice of any increase or decrease in charges is given to the **Agency**.

### III. COLLECTION OF AUDITOR-CONTROLLER FEES

Direct Assessment billing, correction and removal charges are deducted once a year, in the April Secured Apportionment. Collection and administrative fees are deducted from each Apportionment distribution.

### IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

The Ventura County Auditor-Controller publishes a report of direct assessments levied for the tax year by parcel to the Auditor-Controller's website in January, May and July. Requests for information and accounting services beyond what is posted to the Website will be considered extended services and will be subject to additional charges and fees.

### V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

The authority for any levy, (i.e. resolution, ordinance or election), shall accompany requests for the levy of direct assessments. The **Agency** warrants that the taxes, fees, or assessments imposed by the **Agency** and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218).

The **Agency** hereby releases and forever discharges Ventura County and its officials, officers, agents, representatives and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments in any manner arising out of the **Agency's** responsibilities and representations under this Agreement or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments, as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

The **Agency** further agrees to and shall defend, indemnify and hold harmless Ventura County and its officials, officers, agents, representatives and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgments in any manner arising out of any of the **Agency's** responsibilities and representations under this Agreement, or other action taken by the **Agency** in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessments as contemplated in and/or pursuant to this Agreement, including disputes related to lien priority.

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, the **Agency** agrees that Ventura County may offset the

amount of any judgment paid by any indemnified party from any monies collected by Ventura County on the **Agency's** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify the **Agency** of its intent to implement any offset authorized by this paragraph.

**VI. TERMS OF AGREEMENT**

Upon execution, this Agreement terminates, supersedes and replaces all prior agreements between Ventura County Auditor-Controller and the **Agency** pertaining to the collection of direct assessments. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving a thirty-day written notice of cancellation to the other party.

**VII. AUTHORITY**

The above terms are accepted by the **Agency** and the undersigned further certifies that he/she is authorized to sign this Agreement and bind the **Agency** to its terms.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Name: \_\_\_\_\_  
(PRINT)

Title: \_\_\_\_\_  
(PRINT TITLE)

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**\_ For Auditor-Controller Use Only**

Approved Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
SECTION MANAGER

Approved Name: \_\_\_\_\_



9.2







## Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Consideration of Resolution #20/21-67 Relating To The Acquisition Of And Related Findings For Certain Real Property Located At 3610 North Rose Avenue For Agricultural Educational Programming Purposes
Access	Public
Type	

## Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

### Rationale:

As the Board is aware, the District is in escrow to acquire 10-acres of real property located at or near 3410 N. Rose Avenue on a portion of Assessor Parcel No. 144-0-11-225) ("Property"), just north of the District's existing Rio de Valley Middle School ("RDV"). Originally, the District had contemplated utilizing that Property for a bus maintenance yard and future school site expansion for RDV. Based on comments and feedback from the County of Ventura and City of Oxnard, however, the District is no longer considering the Property for such uses, and instead has moved its consideration of that project to another site, to the south of RDV. Consideration of that project is not before the Board this evening, but rather will come back at a future date.

The District, however, has identified a programmatic use, with available grant funding, that would allow the District to use the Property for continued agricultural purposes. Specifically, the property would be used for educational programming involving agriculture. Based on that identified project, a Resolution is now before the Board that would approve such a project for purposes of the California Environmental Quality Act, authorize the recording of a Notice of Exemption based on the continued agricultural use, and make certain other related findings associated with such an acquisition. As the existing agricultural zoning on the Property does provide for 40-acre lots, the Board would be authorizing the overruling of zoning as to the acreage limits, after which notice would be provided the County of Ventura.

[Reso\\_ Rio\\_ 3410 Rose\\_ Resolution Approving Closing.pdf \(372 KB\)](#)

## Administrative Content

## Executive Content



RIO SCHOOL DISTRICT

RESOLUTION #20/21-67

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
RIO SCHOOL DISTRICT RELATING TO THE  
ACQUISITION OF AND RELATED FINDINGS FOR  
CERTAIN REAL PROPERTY LOCATED AT 3410 NORTH  
ROSE AVENUE FOR  
AGRICULTURAL EDUCATIONAL PROGRAMMING  
PURPOSES**

**WHEREAS**, the Rio School District (the “District”) is currently in escrow for the acquisition of 10-acres of real property located at or near 3410 North Rose Avenue on real property identified as a portion of Ventura County Assessor Parcel No. 144-0-110-225, as more particularly described and depicted in Exhibits A and B attached hereto and incorporated herein by this reference (“Property”);

**WHEREAS**, the District has originally intended to use the Property for purposes of housing a school site expansion of the existing adjacent Rio del Valle Middle School (“RDV”), including on-site parking expansion for staff and bus uses and proposed future classroom and /or playing field expansion, such a proposal has been abandoned for the Property based on responses received by the County pursuant to Public Resources Code Section 21151.2 and Government Code Section 65402, and the District is instead separately reviewing another site for that project;

**WHEREAS**, the District is now acquiring the Property for purposes of a school site expansion related to agricultural programming, such that the Property would be used for existing farming and farming related purposes associated with proposed educational programming (hereinafter, “Project”);

**WHEREAS**, the Property is not a site of a current or former hazardous waste disposal site, nor is it a site identified by the Department of Toxic Substance Control (“DTSC”) in a current list adopted pursuant to Health and Safety Code Section 25356 for removal or remedial action;

**WHEREAS**, the Property is not located within 500 feet of the edge of a traffic lane of a freeway or other busy traffic corridor;

**WHEREAS**, the District has notified and conferred with the County of Ventura (“County”) relative to its acquisition of the Property;

**WHEREAS**, the District’s selection of the Property has been evaluated by the Board of Trustees (“Board”) on all factors affecting the public interest and not limited to selection on the basis of the cost of the land, including its location immediately adjacent and contiguous to RDV;

**WHEREAS**, the District will continue to attempt to minimize and address any public health and safety issues resulting from the neighboring agricultural uses that may affect the students and employees at the school site, including that the use of this Property for District-based agricultural purposes may serve as a buffer between larger farming operations and the District's RDV campus;

**WHEREAS**, Section 15301 of Title 14 of the California Code of Regulations ("CEQA Guidelines") provides that a project is generally exempt from CEQA if it involves the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination, including demolition and removal of individual small structures;

**WHEREAS**, Section 15061 of the CEQA Guidelines provides that a project is generally exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment;

**WHEREAS**, the Project involves the continued use of the Property for agricultural and farming and related programmatic uses, with no or negligible expansion of use beyond that existing today, such that there will be no change to the physical environment;

**WHEREAS**, the Project is not subject to any of the exceptions to exemptions set forth in CEQA Guidelines section 15300.2;

**WHEREAS**, the Project will not cause a substantial adverse change in the significance of a historical resource;

**WHEREAS**, the Project will not involve the use of significant amounts of hazardous substances;

**WHEREAS**, all supporting materials that constitute a record of these proceedings are on file with the District Assistant Superintendent of Business at the District's Office, located on the Third Floor at 1800 Solar Drive, Oxnard, California 93030;

**WHEREAS**, in the event the District considers the Property for any other uses in the future, the District will comply with all statutory requirements associated therewith, including, but not limited to, a full review of such other use under CEQA;

**WHEREAS**, the Property is currently zoned Agricultural Exclusive (AE) with a minimum lot area of 40 acres;

**WHEREAS**, the District's acquisition is for educational agricultural and related programmatic uses, but will involve a lot size of only 10-acres, albeit such 10-acres will become part of the District's existing 20-acre parcel; and

**WHEREAS**, the District's Board of Trustees, in light of its compliance with the requirements of Education Code Section 65352.2 and Public Resources Code Section 21151.2, retains the authority to overrule zoning for school classroom purposes pursuant to Government Code Section 53094, by a vote of two-thirds of its members.

**NOW, THEREFORE**, be it hereby resolved that:

1. The above recitals are true and correct, and are hereby incorporated herein as findings of the Board by this reference.
2. The Board hereby finds that the Project, as proposed, is exempt from CEQA pursuant to CEQA Guidelines Sections 15301 and 15061.
3. The Board hereby approves the Project, which shall limit the use of the Property to agricultural uses absent further future review, for purposes of CEQA.
4. The Board hereby renders the County zoning ordinance is applicable to the Property with respect to the Project.
5. The Board hereby finds that the District has notified the County within which the Property is located of the proposed acquisition; that the final site selection has been evaluated by the Board based on all factors affecting the public interest, and not limited to the price of the land, including its location adjacent to the existing RDV campus and its agricultural zoning that matches the intended use of the Property by the District; and that the District will attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect pupils and employees at RDV.
6. The Board hereby delegates authority to the Superintendent of the District or his designee to take any action reasonably required to (1) cause a Notice of Exemption to be prepared and filed with the Ventura County Clerk and the State Clearinghouse including, but not limited to, the issuance of payment of those Fish and Game fees that may be required pursuant to Fish and Game Code Section 711.4; (2) notify the County of the action taken to overrule zoning, and (3) effectuate the purpose and intent of this Resolution.
7. In connection with the Property, the Board hereby authorizes the Superintendent, or Assistant Superintendent of Business, to (1) accept, on behalf of the District and the Board, the interests in the Project Site, or any portion thereof, to be conveyed to the District; (2) consent to the recording of one or more deeds and other instruments providing for conveyance of the Project Site, or portions thereof, to the District; (3) take any and all such actions, and execute any and all other documents, as necessary or convenient for purposes of completing the acquisition of the Property, or any portion thereof, by the District in a manner consistent with the Board's approval of said acquisition; and (4) cause to be disbursed all funds necessary to complete the acquisition of the Property by the District in a manner consistent with an approved Purchase Agreement and any other approvals and directions of the Board related thereto. The acceptance and consent given pursuant to this Section 7 shall be evidenced by the

execution of a "Certificate of Acceptance" by the Superintendent or Assistance Superintendent of Business, either attached to or set forth on the face of the deed or other instrument conveying any portion of the Property to the District, in substantially the following form:

CERTIFICATE OF ACCEPTANCE: This is to certify that the interests in real property conveyed by this deed or grant, dated \_\_\_\_\_, from \_\_\_\_\_ to the Rio School District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the Board of Trustees of the Rio School District, pursuant to authority conferred by Resolution No. \_\_\_\_\_ adopted by said Board on June 30, 2021, and the grantee consents to recording hereof by the undersigned, duly authorized officer.

**PASSED AND ADOPTED** by the Board of Trustees at a regular meeting held on the 30th day of June, 2021, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

---

Cassandra Bautista  
President of the Board of Trustees

**EXHIBIT A**

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

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

- 1st North 49°46'40" West, a distance of 1104.34 feet to the northwesterly line of said Lot 88, also being the center line of Rose Avenue; thence along said northwesterly line and said center line,
- 2nd North 24°28'02" East, a distance of 270.44 feet; thence at right angles,
- 3rd South 65°31'58" East, a distance of 1062.35 feet to the northeasterly prolongation of the southwesterly line of said Grant Deed; thence along said prolongation,
- 4th South 24°25'00" West, a distance of 570.29 feet to the **Point of Beginning**.

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

Contains: 10.00 Acres, more or less.

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

*William T. Hurdle*

William T. Hurdle  
P.L.S. 5453

6-16-2021

Date

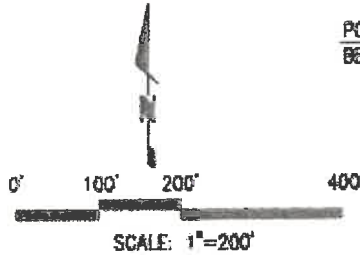
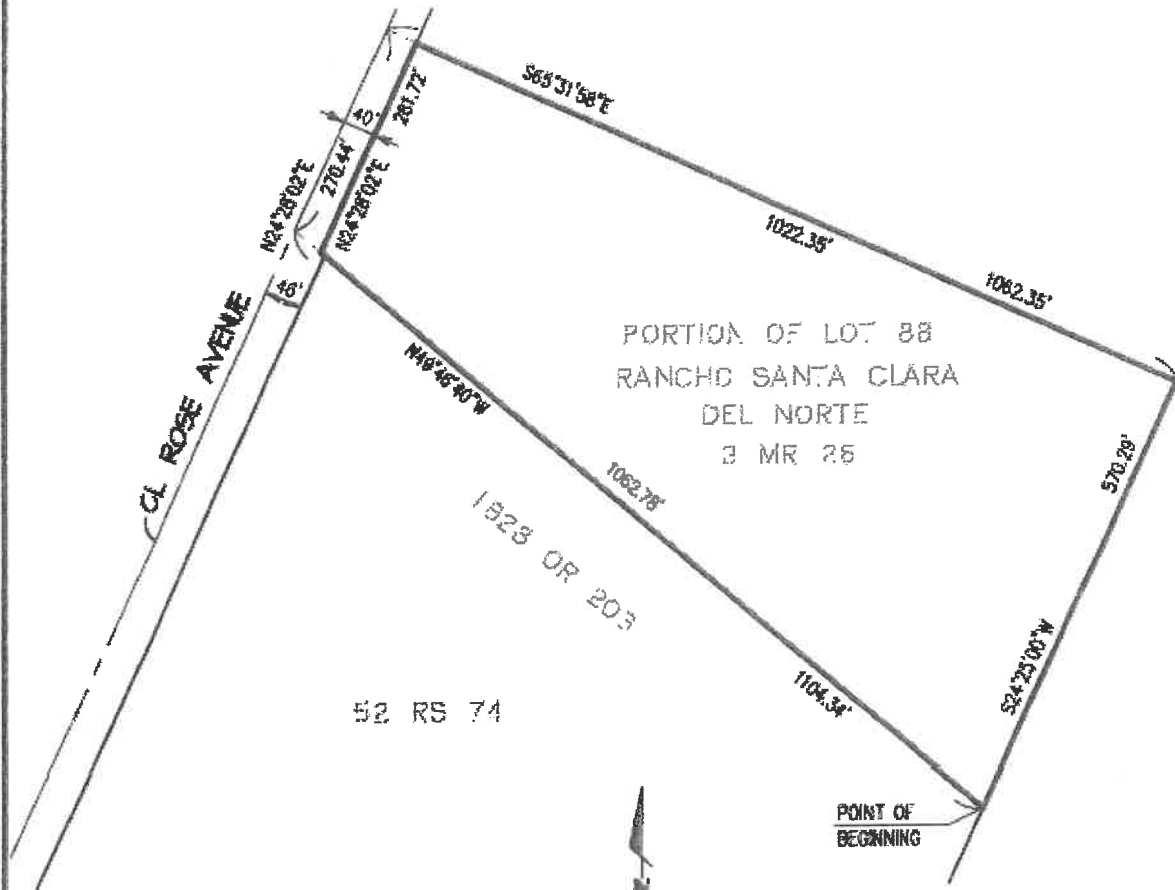


EXHIBIT B

SHEET 1 OF 1

EXHIBIT "B"

NORTH CAMPUS EXPANSION AREA



**AREA**  
10.00 ACRES, MORE OR LESS

**LEGEND**  
CL CENTERLINE  
OR OFFICIAL RECORDS  
RS RECORD OF SURVEY

HATCHED AREA DENOTES LAND DESCRIBED IN THE ATTACHED EXHIBIT "A"

*William T. Hurdle* 6-16-2021

WILLIAM T. HURDLE DATE  
PLS 5453





9.3





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Ratification of the Rio School District and Rio Teachers' Association COVID Memorandum of Understanding, Return to In-Person Instruction
Access	Public
Type	Action
Preferred Date	Jun 30, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the board take action to 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 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker: Rebecca Rocha

Rationale: The RSD and RTA negotiating teams met several times during the months of April, May, and June to collaborate on changes needed in the Return to In-person instruction MOU based on changes in guidance from the governor's office and state and local health departments in regard to requirements for the re-opening of schools. The two parties have come to agreement and the details of the agreement are detailed in the attached copy of the MOU and AB1200 Collective Bargaining Agreement.

[Final Re-opening MOU RTA\\_RSD.pdf \(653 KB\)](#)

[COLLECTIVE BARG AGMT - CSEA.RTA.UNREP.pdf \(245 KB\)](#)



**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 June 14, 2021**

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").

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.

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.

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.

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).

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.

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.

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.

**Unit members shall provide a 30-minute synchronous (live) SEL check in with their students on May 3, 2021 for the Hybrid Program and provide the remainder of required daily instructional minutes asynchronously (time value instruction). The remainder of this day shall be uninterrupted unit member time for purposes of preparing classrooms for the Return to Normalcy schedules.**

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.

#### **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.

Unit members shall receive a one time off schedule stipend of \$1,200.00 in consideration of the extended in-person learning schedules. This stipend shall not be considered or treated as precedent or common practice.

#### **1.2. DEFINITIONS**

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

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

**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.,

**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 between adults, six (6) feet between adults and students, three (3) feet between students).

- 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.
- 1.8. "Hybrid Program" – means instruction in which students are assigned to a teacher to attend in-person learning while other students remain in distance learning at a separate time during the instructional day. The group of students attending in-person instruction shall be called "In-Person Group". The group of students attending classes through distance learning shall be called "Distance Learning Group." 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 In-Person classroom group shall not exceed appropriate social distancing guidelines within the confines of each particular classroom.
- 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.

## **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.
- 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.
- 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.

### **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.
  - 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.
  - 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.

- 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.

#### **Hand Washing Requirements**

- 2.6 The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 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.
- 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.
  - 2.8.2 Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
  - 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.

### **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.

#### **Physical Distancing:**

- 3.2 The District shall ensure minimum physical distancing currently at least three (3) feet between all student workspaces and at least six (6) feet between employee/student workspaces, to the extent practicable.
  - 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.
- 3.3 Time spent in proximity of less than six (6) feet (for employees), six (6) feet between employee/student and three (3) feet (for students) shall be minimized to the extent possible,



**generally no more than ten minutes.**

- 3.4 The District shall provide a plan for physical distancing in classrooms per school site, which shall include:
- 3.4.1 Arranging teacher and other staff seating six feet away from student seating.
  - 3.4.2 **Arranging student seating three 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.
- 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.
  - 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.
  - 3.5.3 Signs for each restroom with more than one stall that indicates occupied/unoccupied.
  - 3.5.4 Each bathroom shall be stocked with CDC recommended and FDA approved hand sanitizer that is refilled on a regular basis.
  - 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.
- 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.

**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.
- 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.
- 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.
- 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.
- 3.11 In no event will any meeting or gathering exceed the number of individuals allowed by applicable health directives.
- 3.12 Large in-person gatherings are prohibited.
- 3.12.1 Back-To-School Night, parent/teacher conferences and school assemblies, and Promotion meetings or ceremonies shall be conducted virtually for the 2020-2021 school year unless mutually agreed upon by the Parties.

- 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).

**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.
- 3.15** Daily cleaning and disinfecting shall be done by trained custodial personnel.
- 3.16** Certificated unit members shall not be required to perform daily cleaning and disinfecting except for personal property or items.

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

## **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).
- 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.
- 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.
- 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.

### **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.
- 4.2.2** The Hybrid Learning Model allows for students assigned to a teacher to attend in-person learning remain in distance learning at a separate time during the instructional day. The group of students attending in-person instruction shall be called "In-Person Group". The group of students attending classes through distance learning shall be called "Distance Learning Group." 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 st In-Person classroom group shall not exceed appropriate social distancing guidelines within the confines of each particular classroom.
- 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).
- 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.

### **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.

- 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
- 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.
- 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.
- 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.
- 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)
- 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).

## **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.
- 5.3 Unit members shall provide a 30-minute synchronous (live) SEL check in with their students on May 3, 2021 for the Hybrid Program and provide the remainder of required daily instructional

minutes asynchronously (time value instruction). The remainder of this day shall be uninterrupted unit member time for purposes of preparing classrooms for the Return to Normalcy schedules.

- 5.4 After implementation of the Hybrid or Small Group Instructional Program, staff meetings shall be held every other week for PK-8 from 11:24-12:24 (May 10th, 24th, June 14th staff meetings and May 3rd, May 17th, June 7th no staff meeting).
- 5.5 Full-Time Middle school teachers will be provided the time equivalent to one prep period per day.
- 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.
- 5.7 Previously established minimum days will remain as identified in the academic calendar.

#### **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.

### **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.

### **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.
- 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.
- 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).
- 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.
- 7.5 The evaluation cycle for all permanent unit members shall be delayed by one year.

## **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.
- 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.
- 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.

## **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.
- 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.

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

## **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.
- 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.

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

Tentatively Agreed to on June 14, 2021 pending ratification by the District and the Association.

For the District:

Rebecca Rocha 6/17/21

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For the Association:

M. D. Valdes 06/16/2021

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period: Employee Type:  
 Beginning: July 1, 2020 Certificated: \_\_\_\_\_  
 Ending: June 30, 2021 Classified: x

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

#	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23	
1.	Salary Schedule - Increase/(Decrease)	\$ 6,915,695	\$ 69,157	%	%
			1.00%		
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		%	%	%
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$ 491,871		%	%
			7.11%		
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,260,287	\$ 168,084		%
			7.44%		%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 1,314,892		%	%
			%		%
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,490,874	\$ 729,112		%
			6.95%		%
7.	Total Number (FTE) of Represented Employees	# 237	# 237		
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 44,265	\$ 3,076		%
			6.95%		%
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$	\$	\$
			%	%	%
	-Maximum Daily Rate	\$	\$	\$	\$
			%	%	%
	-Substitute Daily Rate	\$	\$	\$	\$
			%	%	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 1% on schedule and 3% off schedule plus and additional \$1,200 stipend for work done during Covid.



**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: RTA

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 20,708,704	\$	\$	\$
		%	%	%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$	\$
		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 304,800	\$	\$
		1.47%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,767,905	\$ 58,552	\$	\$
		1.23%	%	%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 4,350,600	\$	\$	\$
		%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 29,827,209	\$ 363,352	\$	\$
		1.22%	%	%
7. Total Number (FTE) of Represented Employees	# 254	# 254	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 117,430	\$ 1,431	\$	\$
		1.22%	%	%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: \$1,200 stipend for work done during Covid.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Unrepresented Unrepresented - Management, Psychologists & Confidential

The proposed agreement covers the period:  
 Beginning: July 1, 2020 Employee Type:  
 Ending: June 30, 2021 Certified: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 4,464,070	\$ 44,841 1.00%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 180,722 4.05%	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,089,237	\$ 54,108 4.97%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 714,063	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,267,370	\$ 279,471 4.46%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 39	# 39	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 160,702	\$ 7,166 4.46%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
-Maximum Daily Rate	\$	\$	\$	\$
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: Me Too Agreement - 1% on schedule and 3% off schedule plus an additional \$1,200 stipend for working during covid.

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**Disclosure of Collective Bargaining Agreement**

**School District:** Rio School District

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

n/a

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

n/a

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

n/a

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

No

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

For all bargaining groups the 3% offschedule and \$1,200 stipend are being paid from Covid one time restricted funds already budgeted. The 1% on schedule will be paid from the ending fund balance.

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

The 1% ongoing salary increase will be funded by ending fund balance in 21/22 and a combination of ending fund balance and a reduction in expenditures for 22/23.

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

n/a

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Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>03-17-2021</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3) Est. Actuals
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	53,026,273	0	108,500	53,134,773
Remaining Revenues (8100-8799)	17,944,995	0	5,112,435	23,057,430
<b>TOTAL REVENUES</b>	<b>70,971,268</b>	<b>0</b>	<b>5,220,935</b>	<b>76,192,203</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	25,875,974	474,053	303,103	26,653,130
2000 Classified Salaries	8,903,701	617,139	(112,264)	9,408,576
3000 Employees' Benefits	15,803,600	280,744	19,025	16,103,369
4000 Books and Supplies	9,161,214		(888,559)	8,272,655
5000 Services and Operating Expenses	8,038,334		275,000	8,313,334
6000 Capital Outlay	91,703	0	0	91,703
7100-7499 Other + Other adjustments	1,019,062	0	(4,277)	1,014,785
<b>TOTAL EXPENDITURES</b>	<b>68,893,588</b>	<b>1,371,935</b>	<b>(407,971)</b>	<b>69,857,552</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,077,680</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,334,651</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>657,605</b>	<b>0</b>	<b>0</b>	<b>657,605</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>2,735,285</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,992,256</b>
<b>BEGINNING BALANCE</b>	<b>3,151,324</b>	<b>0</b>	<b>0</b>	<b>3,151,324</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>5,886,609</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>10,143,580</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	379,606	0	3,881,690	4,261,296
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,066,808	0	9,598	2,076,406
Unappropriated Amounts (9790)	3,410,195	(1,371,935)	1,737,618	3,775,878

If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: Column D includes CSEA and Unrepresented 1% on schedule, 3% off schedule, and \$1,200 stipend for RTA, CSEA and Unrepresented.

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2021-22	(Col. 3) Budget Year 2 2022-23
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	53,134,773	55,146,315	54,159,528
Remaining Revenues (8100-8799)	23,057,430	16,530,517	8,975,370
<b>TOTAL REVENUES</b>	<b>76,192,203</b>	<b>71,676,832</b>	<b>63,134,898</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	26,653,130	25,693,325	26,078,725
2000 Classified Salaries	9,408,576	9,613,793	9,758,000
3000 Employees' Benefits	16,103,369	16,337,436.00	17,563,348
4000 Books and Supplies	8,272,655	14,443,066	3,113,605
5000 Services and Operating Expenses	8,313,334	7,883,451	7,932,901
6000 Capital Outlay	91,703	91,703	91,703
7100-7499 Other Plus Other Adjustments	1,014,785	1,082,129	250,129
<b>TOTAL EXPENDITURES</b>	<b>69,857,552</b>	<b>75,144,903</b>	<b>64,788,411</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,334,651</b>	<b>(3,468,071)</b>	<b>(1,653,513)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>657,605</b>	<b>281,305</b>	<b>107,088</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>0</b>		
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>6,992,256</b>	<b>(3,186,766)</b>	<b>(1,546,425)</b>
<b>BEGINNING BALANCE</b>	<b>3,151,324</b>	<b>10,143,580</b>	<b>6,956,814</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>10,143,580</b>	<b>6,956,814</b>	<b>5,410,389</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	4,261,296	1,108,042	728,442
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,076,406	2,254,347	1,943,652
Unappropriated Amounts (9790)	3,775,878	3,564,425	2,708,295

Multi-Year Projections Assumptions:

3. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (including Cost of Proposed Agreement)	\$ 69,857,552	\$ 75,144,903	\$ 84,788,411
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,095,727	\$ 2,254,347	\$ 1,943,652

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

	2020-21	2021-22	2022-23
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 2,076,406	\$ 2,254,347	\$ 1,943,652
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 3,775,878	\$ 3,564,425	\$ 2,708,295
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 5,852,284	\$ 5,818,772	\$ 4,651,947

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

Yes

No

4. Certification

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

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

  
 District Superintendent  
 (Signature)

John Purvis  
 Printed Name

6/23/2021  
 Date

  
 District Chief Business Official  
 (Signature)

WHAUGH  
 Printed Name

6/22/21  
 Date

9.4







### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Ratification of the Memorandum and Understanding between Rio School District and Rio Teachers' Association Extended Learning Opportunities Grant
Access	Public
Type	Action
Preferred Date	Jun 30, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Extended Learning Opportunities Grant
Recommended Action	It is recommended that the board take action to approve the RSD and RTA MOU regarding Extended Learning Opportunities Grant as presented and agreed to by RSD and RTA negotiating parties.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker: Rebecca Rocha

Rationale: During the months of May and June the RSD and RTA negotiating teams met to collaborate on an MOU to address the implementation of programs provided by the Extended Learning Opportunities Grant. Included in the MOU are provisions for member safety during summer programs and teacher compensation. The full MOU as agreed upon by both parties is attached here within.

[Final ELO MOU RTA-RSD.pdf \(247 KB\)](#)

### Administrative Content



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

**REGARDING THE Expanded Learning Opportunities Grant/Programs Summer of 2021**

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 Expanded Learning Opportunities Grant Summer Programs of 2021.

As of the date of this MOU, the Parties recognize that the effects of Assembly Bill 86 for expanded learning opportunities necessitates modifications of instruction to close the learning gaps resulting from the COVID 19 pandemic while minimizing the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The California Department of Education under Assembly Bill 86 better known as AB 86, will allocate funds to school districts to provide expanded learning opportunities for students as required by California Education Code.

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.

**1. COMPENSATION AND BENEFITS**

- 1.1. Unit Members hired to work during the 2021 Summer Expanded Learning Opportunities Programs shall receive the hourly rate of \$75.00 as compensation and shall retain their benefits provided by the CBA.

**2. HEALTH GUIDELINES AND ORDERS**

- 2.1. 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.

### **3. DEFINITIONS-**

- 3.1. "Face Coverings" – cloth face coverings or masks as recommended by local, state, and federal public health guidance.
- 3.2. "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.,
- 3.3. "Hand Sanitizer" – CDC recommended and FDA approved hand sanitizer.
- 3.4. "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 between adults, six (6) feet between adults and students, three (3) feet between students) or as recommended by local, state and federal public health guidance.

### **4. PERSONAL PROTECTIVE EQUIPMENT ("PPE")**

- 4.1. 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.
- 4.2. 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.
- 4.3. 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.

#### **Face Covering Requirements**

- 4.4. 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.
  - 4.4.1. 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.
  - 4.4.2. 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.

- 4.4.3. 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.

**5. Hand Washing Requirements**

- 5.1. The Parties recognize that frequent hand washing for a minimum of 20 seconds minimizes the spread of COVID-19.
- 5.2. 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.
- 5.3. The District shall comply with the following hand washing requirements:
  - 5.3.1. The District will provide each school site, classroom, and non-classroom workspace with hand washing/hand sanitizing supplies for regular daily use.
  - 5.3.2. Hand sanitizer or portable hand washing stations shall be provided at each ingress and egress point on a school campus.
  - 5.3.3. 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.

**6. Physical Distancing:**

- 6.1.1. The District shall ensure minimum physical distancing currently at least three (3) feet between all student workspaces and at least six (6) feet between employee/student workspaces, to the extent practicable; or as recommended by local, state and federal public health guidance.
- 6.1.2. All workspaces shall be measured and marked to maintain the

physical distancing requirement prior to the start of the Summer 2021 ELO Programs: The District shall be responsible for measuring and marking as described above.

- 6.2. Time spent in proximity of less than six (6) feet (for employees), six (6) feet between employee/student and three (3) feet (for students) shall be minimized to the extent possible, generally no more than ten minutes.
- 6.3. The District shall provide a plan for physical distancing in classrooms per school site, which shall include:
  - 6.3.1. Arranging teacher and other staff seating six feet away from student seating.
  - 6.3.2. Arranging student seating three feet apart.
  - 6.3.3. Marking classroom floors to promote distancing or arranging seating in a way that minimizes face-to-face contact
  - 6.3.4. Designating routes for ingress and egress at sites, using as many entrances as feasible
  - 6.3.5. Minimizing sharing of objects and equipment between students. Materials or equipment that must be shared should be sanitized between each classroom group use.
  - 6.3.6. Implementing one-way directional movement where possible.
  - 6.3.7. Designating an isolation location for employees and students who develop COVID-19 symptoms at school.
- 6.4. The District shall provide a plan for physical distancing in shared areas per each school site which shall include:
  - 6.4.1. Making arrangements for teachers to make/receive classroom copies of materials in a safe way.
  - 6.4.2. Appropriate signage indicating appropriate measures for storing, retrieving, heating and consuming lunch that complies with safety measures as described throughout this document.
  - 6.4.3. Signs for each restroom with more than one stall that indicates occupied/unoccupied.
  - 6.4.4. Each bathroom shall be stocked with CDC recommended and FDA approved hand sanitizer that is refilled on a regular basis.
  - 6.4.5. 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.
- 6.5. Unit members will actively participate in the physical distance set up for their assigned classrooms/learning spaces in preparation for the Summer 2021 ELO Programs. Unit members shall not be required to move any classroom furniture.

## **7. Meetings and Gatherings:**



- 7.1. Meetings, Professional Development and gatherings may be in person or virtual depending on the program at the district's discretion.
  - 7.2. 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 local, state, and federal mandates as well as Board of Education policies and directives will be followed.
  - 7.3. In no event will any meeting or gathering exceed the number of individuals allowed by applicable health directives.
  - 7.4. 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. Cleaning of classrooms will take place after instructional day is over.
- 8. Cleaning and Disinfecting:**
- 8.1. 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.
  - 8.2. Daily cleaning and disinfecting shall be done by trained custodial personnel.
  - 8.3. Certificated unit members shall not be required to perform daily cleaning and disinfecting except for personal property or items.
- 9. DURATION**
- 9.1. 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.
  - 9.2. 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.
  - 9.3. This MOU shall expire in full without precedent on August 14, 2021 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on June 07, 2021 pending ratification by the District and the Association.

For the District:

 6/17/21

Rebecca Rocha, Director of Human Resources

For the Association:



Marisela Valdez, RTA President





9.5





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Ratification of the Rio School District and California School Employees Association Negotiations Agreements
Access	Public
Type	Action
Preferred Date	Jun 30, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund and COVID Funds
Recommended Action	It is recommended that the board take action and approve the agreement as presented and agreed to by RSD and CSEA negotiating teams.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker: Rebecca Rocha

Rationale: Every year RSD and CSEA, and It's Chapter 329 meet to negotiate collaboratively in regard to changes in compensation or language in the contract. This year RSD and CSEA members held negotiations and came to agreement on the following item: compensation. The full agreement is attached herein along with the AB1200 Collective Bargaining Agreement .

[RSD and CSEA, and It's Chapter 329 agreements for 20\\_21 School Year.pdf \(47 KB\)](#)

[COLLECTIVE BARG AGMT - CSEA.RTA.UNREP.pdf \(245 KB\)](#)



**California School Employees Association, and its Rio Chapter 329 (CSEA) and Rio School District**

**June 16, 2021**

1. For the 20-21 school year, the classified salary shall be increased by 1% on schedule and 3% off schedule retroactive to 7/1/20.
2. Additionally, for the 2020-2021 school year, CSEA unit members shall receive a one time bonus of \$1,200 in consideration of the work done during COVID-19. This stipend shall not be considered or treated as precedent or common practice.

**For the District:**

Rebecca Rocha  
Veronica Rauschenberger  
Janice Edwards  
Michelle Duester

**For CSEA:**

[Signature]  
[Signature]  
[Signature]  
[Signature]



# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: \_\_\_\_\_  
 Classified: x

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2020-21	For Multi-year Agreements	
				Year 2 2021-22	Year 3 2022-23
1.	Salary Schedule - Increase/(Decrease)	\$ 6,915,695	\$ 69,157 1.00%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	\$	\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$ 491,871	\$ 7.11%	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,260,287	\$ 168,084 7.44%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 1,314,892	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,490,874	\$ 729,112 6.95%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 237	# 237	#	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 44,265	\$ 3,076 6.95%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 1% on schedule and 3% off schedule plus and additional \$1,200 stipend for work done during Covid.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: RTA

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 20,708,704	\$	\$	\$
		%	%	%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$	\$
		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 304,800	\$	\$
		1.47%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,767,905	\$ 58,552	\$	\$
		1.23%	%	%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 4,350,600	\$	\$	\$
		%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 29,827,209	\$ 363,352	\$	\$
		1.22%	%	%
7. Total Number (FTE) of Represented Employees	# 254	# 254	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 117,430	\$ 1,431	\$	\$
		1.22%	%	%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: \$1,200 stipend for work done during Covid.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Unrepresented Unrepresented - Management, Psychologists & Confidential

The proposed agreement covers the period: Employee Type:  
 Beginning: July 1, 2020 Certificated: X  
 Ending: June 30, 2021 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 4,464,070	\$ 44,641	%	%
		1.00%		
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 180,722	%	%
		4.05%		
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,089,237	\$ 54,108	%	%
		4.97%		
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 714,063		%	%
		%		
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,267,370	\$ 279,471	%	%
		4.46%		
7. Total Number (FTE) of Represented Employees	# 39	# 39	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 160,702	\$ 7,166	%	%
		4.46%		
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: Me Too Agreement - 1% on schedule and 3% off schedule plus an additional \$1,200 stipend for working during covid.

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**Disclosure of Collective Bargaining Agreement**

**School District:** Rio School District

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

n/a

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

n/a

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

n/a

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

No

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

For all bargaining groups the 3% offschedule and \$1,200 stipend are being paid from Covid one time restricted funds already budgeted. The 1% on schedule will be paid from the ending fund balance.

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

The 1% ongoing salary increase will be funded by ending fund balance in 21/22 and a combination of ending fund balance and a reduction in expenditures for 22/23.

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

n/a

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Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>03-17-2021</u>	(Col. 2) Adjustment as a Result of Settlement "	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3) Est. Actuals
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	53,026,273	0	108,500	53,134,773
Remaining Revenues (8100-8799)	17,944,995	0	5,112,435	23,057,430
<b>TOTAL REVENUES</b>	<b>70,971,268</b>	<b>0</b>	<b>5,220,935</b>	<b>76,192,203</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	25,875,974	474,053	303,103	26,653,130
2000 Classified Salaries	8,903,701	617,139	(112,264)	9,408,576
3000 Employees' Benefits	15,803,600	280,744	19,025	16,103,369
4000 Books and Supplies	9,161,214		(886,559)	8,272,655
5000 Services and Operating Expenses	8,038,334		275,000	8,313,334
6000 Capital Outlay	91,703	0	0	91,703
7100-7499 Other + Other adjustments	1,019,062	0	(4,277)	1,014,785
<b>TOTAL EXPENDITURES</b>	<b>68,893,588</b>	<b>1,371,935</b>	<b>(407,871)</b>	<b>69,857,552</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,077,680</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,334,651</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	657,605	0	0	657,605
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>2,735,285</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,992,256</b>
<b>BEGINNING BALANCE</b>	3,151,324	0	0	3,151,324
<b>CURRENT YEAR ENDING BALANCE</b>	<b>5,886,609</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>10,143,580</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	379,606	0	3,881,690	4,261,296
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,066,808	0	9,598	2,076,406
Unappropriated Amounts (9790)	3,410,195	(1,371,935)	1,737,618	3,775,878

If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: Column D includes CSEA and Unrepresented 1% on schedule, 3% off schedule, and \$1,200 stipend for RTA, CSEA and Unrepresented.

**Disclosure of Collective Bargaining Agreement**  
**School District: Rio School District**

**Multi-Year Projections**

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2021-22	(Col. 3) Budget Year 2 2022-23
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	53,134,773	55,146,315	54,159,528
Remaining Revenues (8100-8799)	23,057,430	16,530,517	8,975,370
<b>TOTAL REVENUES</b>	<b>76,192,203</b>	<b>71,676,832</b>	<b>63,134,898</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	26,653,130	25,693,325	26,078,725
2000 Classified Salaries	9,408,576	9,613,793	9,758,000
3000 Employees' Benefits	16,103,369	16,337,436.00	17,563,348
4000 Books and Supplies	8,272,655	14,443,066	3,113,605
5000 Services and Operating Expenses	8,313,334	7,883,451	7,932,901
6000 Capital Outlay	91,703	91,703	91,703
7100-7499 Other Plus Other Adjustments	1,014,785	1,082,129	250,129
<b>TOTAL EXPENDITURES</b>	<b>69,857,552</b>	<b>75,144,903</b>	<b>64,788,411</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,334,651</b>	<b>(3,468,071)</b>	<b>(1,653,513)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	657,605	281,305	107,088
<b>OTHER USES AND TRANSFERS OUT</b>	0		
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>6,992,256</b>	<b>(3,186,766)</b>	<b>(1,546,425)</b>
<b>BEGINNING BALANCE</b>	3,151,324	10,143,580	6,956,814
<b>CURRENT YEAR ENDING BALANCE</b>	<b>10,143,580</b>	<b>6,956,814</b>	<b>5,410,389</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	4,261,296	1,108,042	728,442
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,076,406	2,254,347	1,943,652
Unappropriated Amounts (9790)	3,775,878	3,564,425	2,708,295

**Multi-Year Projections Assumptions:**

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

3. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (including Cost of Proposed Agreement)	\$ 68,857,552	\$ 75,144,003	\$ 84,788,411
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,095,727	\$ 2,254,347	\$ 1,943,652

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

	2020-21	2021-22	2022-23
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,076,408	\$ 2,254,347	\$ 1,943,652
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 3,775,878	\$ 3,564,425	\$ 2,708,295
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 5,852,284	\$ 5,818,772	\$ 4,651,947

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


Yes

No

4. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.6.

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

  
 District Superintendent  
 (Signature)

John Pucisi  
 Printed Name

6/23/2021  
 Date

  
 District Chief Business Official  
 (Signature)

Wanda Galt  
 Printed Name

6/22/21  
 Date



9.6







### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Ratification of the Rio School District and California School Employee's Association Memorandum of Understanding-Extended Learning Opportunities Grant
Access	Public
Type	Action
Preferred Date	Jun 30, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Extended Learning Opportunities Grant/COVID Funds
Recommended Action	It is recommended that the board take action to approve the MOU as presented and agreed upon by RSD and CSEA negotiating teams.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker: Rebecca Rocha

Rationale: RSD and CSEA met in June to discuss the additional funds and programs being offered to students during the summer of 2021 and the impacts on their unit members. RSD and CSEA agreed to the attached MOU in regard to compensation and the duration of the MOU as well as the AB1200 Collective Bargaining Agreement.

[RSD and CSEA, and It's Chapter 329 MOU for ELO Grant.pdf \(93 KB\)](#)

[CBRev.pdf \(637 KB\)](#)

### Administrative Content



**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
RIO SCHOOL DISTRICT (RSD)  
AND  
California School Employees  
Association, and its Rio  
Chapter 329 (CSEA)**

**June 16, 2021**

**REGARDING THE Expanded Learning Opportunities Grant/Programs Summer of 2021**

The Rio School District ("District") and the California School Employees Association, and its Rio Chapter 329 ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") regarding the issues related to the Expanded Learning Opportunities Grant Summer Programs of 2021.

As of the date of this MOU, the Parties recognize that the effects of Assembly Bill 86 for expanded learning opportunities necessitates modifications of instruction to close the learning gaps resulting from the COVID 19 pandemic while minimizing the health risks associated with COVID-19 infection for all students, staff, and their families while also providing equitable access to education for students.

The California Department of Education under Assembly Bill 86 better known as AB 86, will allocate funds to school districts to provide expanded learning opportunities for students as required by California Education Code.

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.

**1. COMPENSATION AND BENEFITS**

- 1.1. Unit Members who are ten or eleven month employees and who are hired to work during the 2021 Summer Expanded Learning Opportunities Programs shall receive 79% above their base hourly rate, for the position working in the summer. The 79% increase will be based on their placement on the salary schedule for the 2020-2021 school year.

1.2. Unit Members who are twelve month employees will receive a one-time stipend equivalent to 79% above their 2020-2021 rate pay for the month of July.

**2. DURATION**

- 2.1. 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.
- 2.2. This MOU shall expire in full without precedent on August 14, 2021 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on June 16, 2021 pending ratification by the District and the Association.

For the District:

Rebecca Rocha  
Veronica Paredon  
[Signature]  
Sonia Alvarez  
Michelle Dwyer

For the Association:

[Signature]  
[Signature]  
[Signature]  
Monica L. Perez  
[Signature]

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period:

Beginning: July 1, 2020  
 Ending: July 1, 2021

Employee Type:

Certificated: \_\_\_\_\_  
 Classified:     X    

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 7,171,495	\$	\$	
		%	%	%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$	\$
		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 183,245	\$	\$
		2.56%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,595,765	\$ 61,901	\$	\$
		2.38%	%	%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 1,282,583	\$	\$	\$
		%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 11,049,843	\$ 245,146	\$	\$
		2.22%	%	%
7. Total Number (FTE) of Represented Employees	# 186	# 55	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 59,440	\$ 4,457	\$	\$
			%	%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: One time bonus of 79% increase of June 2021 base pay paid to 12 month CSEA employees who work in July.

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**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Long Term Subs

The proposed agreement covers the period: Employee Type:  
 Beginning: July 1, 2021 Certificated: X  
 Ending: July 1, 2021 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change In Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 3,093,829	\$	\$	\$
		%	%	%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$	\$
		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 11,978	\$	\$
		0.39%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 903,403	\$ 4,046	\$	\$
		0.45%	%	%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$	\$	\$
		%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 3,997,232	\$ 16,025	\$	\$
		0.40%	%	%
7. Total Number (FTE) of Represented Employees	#	# 4	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ #DIV/0!	\$ 4,006	\$	\$
		#DIV/0!	%	%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: One time bonus of 79% increase of June 2021 salary for the 4 long term subs who work in July.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Unrepresented Unrepresented - Confidential

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: X  
 Classified: X

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 4,426,999	\$	\$	\$
		%	%	%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$	\$	\$
		%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 20,984	\$	\$
		0.47%	%	%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,209,285	\$ 7,089	\$	\$
		0.59%	%	%
5. Health/Welfare Benefits - increase/(Decrease)	\$ 709,447	\$	\$	\$
		%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,345,731	\$ 28,073	\$	\$
		0.44%	%	%
7. Total Number (FTE) of Represented Employees	# 39	# 5	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 162,711	\$ 5,615	\$	\$
		3.45%	%	%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: Me Too Agreement - One time bonus of 79% increase of June 2021 base salary for the 12 month confidential employees who work in July.

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**Disclosure of Collective Bargaining Agreement**

**School District:** Rio School District

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

No  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

For all bargaining groups 79% increase is being paid from Covid one time funds already budgeted.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

n/a  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) 21/22 Proposed Adopted Budget Public Hearing As of <u>6/8/2021</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	55,146,315	0	0	55,146,315
Remaining Revenues (8100-8799)	16,530,517	0	0	16,530,517
<b>TOTAL REVENUES</b>	<b>71,676,832</b>	<b>0</b>	<b>0</b>	<b>71,676,832</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	25,693,325			25,693,325
2000 Classified Salaries	9,613,793	216,208		9,830,001
3000 Employees' Benefits	16,337,436	73,036		16,410,472
4000 Books and Supplies	14,443,066		(289,243)	14,153,823
5000 Services and Operating Expenses	7,883,451		0	7,883,451
6000 Capital Outlay	91,703	0	0	91,703
7100-7499 Other + Other adjustments	1,082,129	0	0	1,082,129
<b>TOTAL EXPENDITURES</b>	<b>75,144,903</b>	<b>289,243</b>	<b>(289,243)</b>	<b>75,144,903</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(3,468,071)</b>	<b>(289,243)</b>	<b>289,243</b>	<b>(3,468,071)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	281,305	0	0	281,305
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(3,186,766)</b>	<b>(289,243)</b>	<b>289,243</b>	<b>(3,186,766)</b>
<b>BEGINNING BALANCE</b>	10,143,580	0	0	10,143,580
<b>CURRENT YEAR ENDING BALANCE</b>	<b>6,956,814</b>	<b>(289,243)</b>	<b>289,243</b>	<b>6,956,814</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	1,108,042	0	0	1,108,042
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,254,347	0	0	2,254,347
Unappropriated Amounts (9790)	3,564,425	(289,243)	289,243	3,564,425

If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: Column D includes CSEA, Long Term Subs, and Unrepresented groups for the June 79% increase paid in July. Column E shows the adjustment to move funds from Covid object 4300 to payroll accounts.

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2022-23	(Col. 3) Budget Year 2 2023-24
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	55,146,315	54,159,528	54,253,621
Remaining Revenues (8100-8799)	16,530,517	8,975,370	9,038,939
<b>TOTAL REVENUES</b>	<b>71,676,832</b>	<b>63,134,898</b>	<b>63,292,560</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	25,693,325	26,078,725	26,469,906
2000 Classified Salaries	9,830,001	9,758,000	9,904,370
3000 Employees' Benefits	16,410,472	17,563,348.00	18,635,446
4000 Books and Supplies	14,153,823	3,113,605	2,734,005
5000 Services and Operating Expenses	7,883,451	7,932,901	7,984,679
6000 Capital Outlay	91,703	91,703	91,703
7100-7499 Other Plus Other Adjustments	1,082,129	250,129	250,129
<b>TOTAL EXPENDITURES</b>	<b>75,144,903</b>	<b>64,788,411</b>	<b>66,070,238</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>(3,468,071)</b>	<b>(1,653,513)</b>	<b>(2,777,678)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>281,305</b>	<b>107,088</b>	<b>109,229</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>0</b>		
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>(3,186,766)</b>	<b>(1,546,425)</b>	<b>(2,668,449)</b>
<b>BEGINNING BALANCE</b>	<b>10,143,580</b>	<b>6,956,814</b>	<b>5,410,389</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>6,956,814</b>	<b>5,410,389</b>	<b>2,741,940</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	1,108,042	728,442	728,442
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,254,347	1,943,652	1,982,107
Unappropriated Amounts (9790)	3,564,425	2,708,295	1,391

Multi-Year Projections Assumptions:

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

j. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 75,144,803	\$ 64,788,411	\$ 66,070,238
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,254,347	\$ 1,943,652	\$ 1,982,107

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

	2020-21	2021-22	2022-23
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,254,347	\$ 1,943,652	\$ 1,982,107
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 3,564,425	\$ 2,708,295	\$ 1,391
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 5,818,772	\$ 4,651,947	\$ 1,983,498


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

Yes  
 No

i. Certification


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

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

  
 District Superintendent  
 (Signature)

John Prausi  
 Printed Name

6/23/2021  
 Date

  
 District Chief Business Official  
 (Signature)

WALE SAKET  
 Printed Name

6/22/21  
 Date



9.7





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of the Salary Increase for Unrepresented Employee Groups FY 2020/2021
Access	Public
Type	Action
Preferred Date	Jun 30, 2021
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	General Fund and COVID Funds
Recommended Action	It is recommended the board take action and approve the on schedule salary increase of 1%, the one time off-schedule 3% bonus, and the \$1,200 COVID stipend for the unrepresented employee groups.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <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: Rebecca Rocha

#### Rationale:

The Rio School District has reached an agreement for a 1% salary increase retroactive to July 1, 2020 and a 3% one time bonus with the Rio Teacher's Association for the 2020/2021 school year as well as a one time \$1,200 stipend in recognition for work done during COVID-19.

Non-represented groups do not negotiate for themselves and agree to receive the same salary increases that are negotiated with the represented employee groups.

With the approval from the board tonight, the District can move forward with providing an equivalent to its Certificated and Classified Management, Confidential Employee team, District Nurse, and School Psychologists.

Attached is AB1200 Collective Bargaining Agreement.

[COLLECTIVE BARG AGMT - CSEA.RTA.UNREP.pdf \(245 KB\)](#)





# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: CSEA

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: \_\_\_\_\_  
 Classified: x

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: June 30, 2021

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2020-21	For Multi-year Agreements	
				Year 2 2021-22	Year 3 2022-23
1.	Salary Schedule - Increase/(Decrease)	\$ 6,915,695	\$ 69,157 1.00%	\$ %	\$ %
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	\$	\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$	\$ 491,871 7.11%	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,260,287	\$ 168,084 7.44%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 1,314,892	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 10,490,874	\$ 729,112 6.95%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 237	# 237	#	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 44,265	\$ 3,076 6.95%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 1% on schedule and 3% off schedule plus and additional \$1,200 stipend for work done during Covid.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: RTA

The proposed agreement covers the period:  
 Beginning: July 1, 2020  
 Ending: June 30, 2021

Employee Type:  
 Certificated: X  
 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 30, 2021

**A. Proposed Change In Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement For Multi-year Agreements		
		Current Year 2020-21	Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 20,708,704	\$ %	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 304,800 1.47%	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,767,905	\$ 58,552 1.23%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 4,350,600	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 29,827,209	\$ 363,352 1.22%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 254	# 254	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 117,430	\$ 1,431 1.22%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
-Maximum Daily Rate	\$	\$	\$	\$
-Substitute Daily Rate	\$	\$	\$	\$
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: \$1,200 stipend for work done during Covid.

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# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District: Rio School District

Name of Bargaining Unit: Unrepresented Unrepresented - Management, Psychologists & Confidential

The proposed agreement covers the period: Employee Type:  
 Beginning: July 1, 2020 Certificated: X  
 Ending: June 30, 2021 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 30, 2021

**A. Proposed Change In Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. Salary Schedule - Increase/(Decrease)	\$ 4,464,070	\$ 44,641	%	%
		1.00%		
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	\$	%	%	%
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	\$ 180,722	\$	%	%
		4.05%		
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,089,237	\$ 54,108	%	%
		4.97%		
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 714,063	%	%	%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 6,267,370	\$ 279,471	%	%
		4.46%		
7. Total Number (FTE) of Represented Employees	# 39	# 39	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 160,702	\$ 7,166	%	%
		4.46%		
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: Me Too Agreement - 1% on schedule and 3% off schedule plus an additional \$1,200 stipend for working during covid.

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**Disclosure of Collective Bargaining Agreement**  
**School District: Rio School District**

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

n/a

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

n/a

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

n/a

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

No

**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

For all bargaining groups the 3% offschedule and \$1,200 stipend are being paid from Covid one time restricted funds already budgeted. The 1% on schedule will be paid from the ending fund balance.

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

The 1% ongoing salary increase will be funded by ending fund balance in 21/22 and a combination of ending fund balance and a reduction in expenditures for 22/23.

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

n/a

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>09-17-2021</u>	(Col. 2) Adjustment as a Result of Settlement "	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3) Est. Actuals
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	53,026,273	0	108,500	53,134,773
Remaining Revenues (8100-8799)	17,944,995	0	5,112,435	23,057,430
<b>TOTAL REVENUES</b>	<b>70,971,268</b>	<b>0</b>	<b>5,220,935</b>	<b>76,192,203</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	25,875,974	474,053	303,103	26,653,130
2000 Classified Salaries	8,903,701	617,139	(112,264)	9,408,576
3000 Employees' Benefits	15,803,600	280,744	19,025	16,103,369
4000 Books and Supplies	9,161,214		(888,559)	8,272,655
5000 Services and Operating Expenses	8,038,334		275,000	8,313,334
6000 Capital Outlay	91,703	0	0	91,703
7100-7499 Other + Other adjustments	1,019,062	0	(4,277)	1,014,785
<b>TOTAL EXPENDITURES</b>	<b>68,893,588</b>	<b>1,371,935</b>	<b>(407,971)</b>	<b>69,857,552</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,077,680</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,334,651</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	657,605	0	0	657,605
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>2,735,285</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>6,992,256</b>
<b>BEGINNING BALANCE</b>	3,151,324	0	0	3,151,324
<b>CURRENT YEAR ENDING BALANCE</b>	<b>5,886,609</b>	<b>(1,371,935)</b>	<b>5,628,906</b>	<b>10,143,580</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	379,606	0	3,881,690	4,261,296
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	0	0	0	0
Reserve for Economic Uncertainties (9789)	2,066,808	0	9,598	2,076,406
Unappropriated Amounts (9790)	3,410,195	(1,371,935)	1,737,618	3,775,878

If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

Please include comments and explanations as necessary: Column D includes CSEA and Unrepresented 1% on schedule, 3% off schedule, and \$1,200 stipend for RTA, CSEA and Unrepresented.

Disclosure of Collective Bargaining Agreement  
 School District: Rio School District

Multi-Year Projections

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2021-22	(Col. 3) Budget Year 2 2022-23
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	53,134,773	55,146,315	54,159,528
Remaining Revenues (8100-8799)	23,057,430	16,530,517	8,975,370
<b>TOTAL REVENUES</b>	<b>76,192,203</b>	<b>71,676,832</b>	<b>63,134,898</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	26,653,130	25,693,325	26,078,725
2000 Classified Salaries	9,408,576	9,613,793	9,758,000
3000 Employees' Benefits	16,103,369	16,337,436.00	17,563,348
4000 Books and Supplies	8,272,655	14,443,066	3,113,605
5000 Services and Operating Expenses	8,313,334	7,883,451	7,932,901
6000 Capital Outlay	91,703	91,703	91,703
7100-7499 Other Plus Other Adjustments	1,014,785	1,082,129	250,129
<b>TOTAL EXPENDITURES</b>	<b>69,857,552</b>	<b>75,144,903</b>	<b>64,788,411</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>6,334,651</b>	<b>(3,468,071)</b>	<b>(1,653,513)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	657,605	281,305	107,088
<b>OTHER USES AND TRANSFERS OUT</b>	0		
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>6,992,256</b>	<b>(3,186,766)</b>	<b>(1,546,425)</b>
<b>BEGINNING BALANCE</b>	3,151,324	10,143,580	6,956,814
<b>CURRENT YEAR ENDING BALANCE</b>	<b>10,143,580</b>	<b>6,956,814</b>	<b>5,410,389</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	4,261,296	1,108,042	728,442
Committed (9750 / 9760)	0	0	0
Assigned (9780)	0	0	0
Reserve for Economic Uncertainties (9789)	2,076,406	2,254,347	1,943,652
Unappropriated Amounts (9790)	3,775,878	3,564,425	2,708,295

Multi-Year Projections Assumptions:

3. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 69,857,552	\$ 75,144,903	\$ 84,788,411
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 2,095,727	\$ 2,254,347	\$ 1,943,652

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

	2020-21	2021-22	2022-23
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,076,406	\$ 2,254,347	\$ 1,943,652
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 3,775,878	\$ 3,564,425	\$ 2,708,295
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 5,852,284	\$ 5,818,772	\$ 4,651,947

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


Yes

No

4. Certification

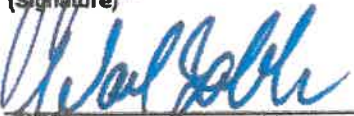
The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.6.

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

  
 District Superintendent  
 (Signature)

John Pucisi  
 Printed Name

6/23/2021  
 Date

  
 District Chief Business Official  
 (Signature)

Wanda Galt  
 Printed Name

6/22/21  
 Date





9.8





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Approval of the Child Nutrition and Farm to School Coordinator Job Description
Access	Public
Type	Action
Budgeted	Yes
Budget Source	Cafe Funds \$66,000.00/LCFF-General/LCAP
Recommended Action	Staff recommends approval of the Child Nutrition and Farm to School Coordinator Job Description.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services and Lacey Piper, Director of Child Nutrition

#### Rationale:

**The District presents a new job description for a Nutrition & Farm to School Coordinator. Under the direction of the Director of Child Nutrition and Wellness, this position would assist and provide support with the coordination of all nutrition, health, and garden related programs. For the past two years Rio has had a FoodCorps Service member providing garden, nutrition, and culinary education at Rio Lindo and Rio Real. The program has been very popular with teachers and students, who have found the programming to be valuable and impactful. Hiring a Nutrition & Farm-to-School Coordinator would allow this type of programming to not only continue at Rio Real and Rio Lindo, but to extend to all 9 schools and positively impact a much larger base of students and our community.**

**Other districts such as Oxnard Union High School District and Ventura Unified School District currently have several similar positions in place.**

[JD Nutrition Farm to School Coordinator.pdf \(64 KB\)](#)

[Nutrition & Farm to School Educator Position .pdf \(11,050 KB\)](#)



## JOB DESCRIPTION

### NUTRITION & FARM TO SCHOOL COORDINATOR

Salary Range: \$5,440 - \$6,613

#### BASIC FUNCTION:

Under the direction of the Director of Child Nutrition and Wellness, assists and provides support with the coordination of all nutrition, health, and garden related programs. Working collaboratively with Nutrition Services, Administrators, Teachers, Athletic and Activities Directors, and Community Organizations to deliver a comprehensive Nutrition Education program which consists of classroom lessons, special events, assemblies, cooking demonstrations, taste testing events, parent/family workshops, and garden-based learning projects.

#### REPRESENTATIVE DUTIES:

1. Provide support to the District's Child Nutrition Services department.
2. Assess the nutrition education needs of the District and coordinate/integrate nutrition education with the District curriculum.
3. Assist with and develop and implement up-to-date nutrition education curriculum.
4. Develop, select, and make teaching aids and resources materials for classroom nutrition education and other group nutrition education related activities.
5. Coordinate the distribution of educational resource materials.
6. Serve as a community resource in the area of nutrition education to parents, students, health services and other civic groups.
7. Conduct nutrition education classes at all level for all schools.
8. Contact school administrators and promote nutrition and garden education classes. Develop schedule of classes to conduct.
9. Develop and conduct training courses for school teacher regarding nutrition/garden education and nutrition related topics.
10. Evaluate the effectiveness of nutrition education programs based on educational research findings using instruments and other techniques.
11. Be responsible for keeping the budget for nutrition/garden education activities and resources.
12. Create and maintain a detailed inventory of existing school gardens and develop a district garden program infrastructure.
13. Conduct inservice activities for teachers in order to increase and maintain regular use of school gardens that can be incorporated into the state's curriculum framework.
14. Coordinates with each site about plot planning, seed types planted, and the use of the garden as an educational space.
15. Builds involvement in the school garden within the school and community, including teachers, administrators, students, parents, service groups, and community volunteers through active outreach.
16. Participate in community related nutrition organizations and local farm-to-school programs.
17. Develop or utilize existing nutrition education materials for use in the cafeterias.
18. Develop and implement nutrition related educational materials as it related to gardens and cooking.
19. Assist and support in the ongoing promotion of the Wellness Policy.

### **REPRESENTATIVE DUTIES CONTINUED:**

20. Communications: Create videos, social media, and website posts, newsletters, fliers, pamphlets and other informative materials concerning nutritional programs, policies and procedures; distribute materials as appropriate.
21. Assist in writing grants as it related to child nutrition, or as assigned.
22. Perform any other duties as requested by supervisor.

### **KNOWLEDGE AND ABILITIES**

#### **Knowledge Of:**

1. Current nutrition and farm-to-school related programs.
2. Planning, organization and direction of the Child Nutrition Department.
3. Modern food service methods and equipment.
4. Nutritional requirements of school aged children including the national School Lunch Program and required components.
5. Sanitation and safety practices related to cooking and serving food.
6. Budget preparation and control.
7. Oral and written communication skills.
8. Principles and practice of examination, supervision and training.
9. Applicable laws, codes, regulations, policies and procedures.
10. Interpersonal skills using tact, patience and courtesy.
11. Operation of a computer and other office equipment.

#### **Ability To:**

1. Plan, organize and administer the District-wide Child Nutrition Program.
2. Assure that food items are prepared, served and stored properly.
3. Assure compliance with health and sanitation requirements.
4. Communicate effectively both orally and in writing.
5. Interpret, apply and explain rules, regulation, policies and procedures.
6. Establish and maintain cooperative and effective working relationships with others.
7. Analyze situations accurately and adopt and effective course of action.
8. Meet schedules and timelines.
9. Work independently with little direction.
10. Plan and organize work.
11. Prepare comprehensive narrative statistical reports, related to assigned activities.

### **EDUCATION AND EXPERIENCE:**

1. A high school diploma or equivalent is required and in addition, any combination equivalent to.
2. Two years college level coursework in business or related field and five years, increasingly responsible experience in Nutritional Science, Child Nutrition, and Food Service Operations.
3. Bachelor's Degree in Nutrition, Public Health, Food Service Management, Education or related field.
4. Experience in nutrition education/teaching in classroom; some experience in community nutrition, public health or garden programming for children.
5. In lieu of a Bachelor's Degree; college level coursework in Nutritional Sciences or completion of a culinary arts program, public health or related field and three to five years increasingly responsible experience in teaching, course development.
6. Registered, Licensed Dietitian is a plus.

### **WORKING CONDITIONS:**

Heat from ovens; exposure to very hot foods, equipment and metal objects, working around knives, slicers or other sharp objects, exposure to cleaning chemicals and fumes.

### **PHYSICAL ABILITIES:**

Sitting or standing for extended periods of time; working with garden tools, hearing and speaking to exchange information, lifting, carrying, pushing or pulling moderately heavy objects as assigned by position, reaching overhead, above shoulders and horizontally, bending at waist, kneeling or crouching, seeing to monitor food quality and quantity and read a variety of materials.

9.9







### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.9 Approval of the CTE Introduction to Arts, Media and Entertainment - Course Description
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the CTE Introduction to Arts, Media and Entertainment Course Description

### Public Content

Speaker: Oscar Hernandez. Assistant Superintendent of Educational Services

Rationale:

**As part of the district's work to support and align instructional programming of Rio del Sol's K-8 STEAM Academy School to the California Common Core State Standards and 21st Century Learning Skills, Educational Services proposes the addition of CTE - Introduction to Arts, Media, and Entertainment elective for 6th-8th grades.**

#### **CTE - Introduction to Arts, Media and Entertainment (AME)**

**Course code 7200 is used for AME courses that are introductory to and include content for more than one pathway within the AME sector. This course recruits students into a variety of AME pathways, allowing them to make a more confident decision about which one to pursue.**

#### **Course Description**

**The introduction to Arts, Media and Entertainment elective course is designed as a year-long introductory course for students in 6th-8th grade interested in the media industry to develop their skills, talents, and creativity through projects and work-based learning. In this course, knowledge and first-hand experience in camera operation, audio editing, sound design, color theory, audio recording, project planning, and marketing strategies can support students entering the demanding industry.**

### Administrative Content

### Executive Content



9.10





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.10 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2021/2022
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	44,400.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval of the contract renewal with Diane DeLaurentis FY 19/20
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Superintendent Puglisi

Rationale:

Ms. DeLaurentis will continue to provide drama instruction and provide summer camps, the 5C's Play and the RSD Musical.

[Rio 2021-22 Drama Proposal.docx.pdf \(61 KB\)](#)

[DDEOYReport.doc \(51 KB\)](#)

### Administrative Content

### Executive Content



4/27/2021

Dear Dr. Puglisi,

Below is my 2021-2022 Drama proposal for the Rio School District to present to the board. Due to COVID-19 I am proposing three methods of Drama instruction: *on-line* workshops, **In Person** workshops or combination of both. My weekly workshops, camps and daily classes improve students' self-confidence, bring a positive, can-do attitude and support class instruction and the 5 C's. The Elementary Drama workshops increase student enrollment in the District Musical, as well as the RVMS Drama Elective. All of these drama classes and plays create an artistic and dynamic environment that students will blossom in, taking the Rio District to yet another new level of artistic excellence. Thank you again for giving me the opportunity to work with all students in the District. It is an honor

Sincerely,

Diane DeLaurentis  
*Artist in Residence, Drama*

## DRAMA PROPOSAL 2021-2022

To: Rio District Board

From: Diane DeLaurentis, *Artist in Residence, Drama*

Re: Drama instruction for students in the Rio School District

Date of Proposed Service: August 1, 2021 - June 20, 2022

### **1. WEEKLY CLASSROOM DRAMA WORKSHOPS (K-5<sup>th</sup> October 4<sup>th</sup> to June 10<sup>th</sup>**

*DESCRIPTION: These 30-minute dynamic, and innovative half-hour workshops are created by Diane DeLaurentis to introduce creative drama to students. Students will learn improvisation, stage presence, public speaking skills, exploring their imagination, positive thinking, working with others, problem solving, listening and responding with intent and so much more!! Class incorporates the 5 C's every week, and individual attention is given to each student. ALL RIO DISTRICT TEACHERS can sign up on Google Docs and class meetings will be held on Google Meet at weekly scheduled time.*

Students:     Approximately 1000 students a week.  
Where:         On-line Google Meet **or in Person**  
Days:         Monday, Tuesday, Wednesday & Thursday  
Time:         9am-2pm

*Fee: \$25,600*

### **2. RVMS DRAMA ELECTIVE (Musical Theater Prod.) August 23<sup>rd</sup> – June 10<sup>th</sup>**

*DESCRIPTION: Drama Elective via Google MEET Platform or in Person. Assignments will include, drama games, exercises, scene analysis, performances, drama history, plays, project, pantomime, voice and presentation skills, auditioning technique and creating, writing and performing their own short film, play, newscast, commercial, interview show or animation scene.*

Students:     Up to 40 students  
Where:         On-line Google Meet **or In Person**  
Days:         M-F  
Time:         1<sup>st</sup> Period

*Fee: \$9000*

### **3. DISTRICT MIDDLE SCHOOL MUSICAL October 5<sup>th</sup> to May 14<sup>th</sup>**



*DESCRIPTION: An essential experience for students interested in the Performing Arts. Rio Vista Middle School will present one (1) musical directed and choreographed by Diane DeLaurentis, for students to explore singing, dancing and acting abilities. Rio Vista Middle School students may audition for lead roles, and ensemble. Elementary students, from the district, may audition for the ensemble. Rio Vista Middle School students may also get involved in other aspects of the arts by playing in the orchestra or helping the Art Department with wardrobe, sets and props. Activity incorporates 5 C's too. Performance will be performed on Zoom platform.*

Students: Up to 60 students  
 Where: On-line Google Meet **or in Person**  
 Days: Thursdays and Tuesdays  
 Time: 3:30pm-6:00pm

*Fee: \$8800*

#### **5. ARTISTIC DISTRICT PERFORMANCE** Jan. 3<sup>rd</sup> – March 18<sup>th</sup>

*DESCRIPTION: Working with HHM, directing 20 – 45 min. dance play, created specifically for the Rio School District, and directing film and lighting as well. Elementary, Middle School and High School students from Rio and Oxnard District cast in roles. Play will be performed on Zoom like platform.*

Students: 50  
 Where: On-line Google Meet **or In Person**  
 Days: Mondays  
 Time: 3:30-6:30

*Fee: \$1000*

**TOTAL DRAMA FEE for 2021-2022: \$44,400**

*Note: This proposal can be adjusted based on the Districts needs.*



9.11





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.11 Approval of Contract Renewal with Steve Sunnarborg FY 2021/2022
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	45,000.00
Budgeted	Yes
Recommended Action	Staff recommends the contract renewal with Steve Sonnarberg FY 19/20
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 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Superintendent Puglisi

#### Rationale:

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

[Steve Sunnarborg Contract 21-22.pdf \(190 KB\)](#)

[End of Year Report \(2020-2021\)Artist in Residence \(Music\).pdf \(166 KB\)](#)

### Administrative Content

### Executive Content





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Superintendent John D. Puglisi, Ph.D.

## SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this **30th** day of **June**, **2021**  
**Rio School District** (hereinafter referred to as "District") and **Steven Sunnarborg**  
(hereinafter referred to as "Provider.")

**Steven Sunnarborg Musical Services**

Provider

**(805)-901-8181**

Telephone Number

**3916 E. Main St.**

Street Address

Fax Number

**Ventura, CA 93003**

City, State, Zip code

**stevensunnarborg@mac.com**

E-mail Address

Tax Identification or Social Security Number

**MBI198735**

Business License Number (if applicable)

### SERVICES

**Music Instruction, Performance, Technology and More!**

Description of Services

**Design, Coordinate and Application of Music Lessons group and private. Create Technological Methods of student immersion and participation. Support of team members musical needs. Adaptability of methods and game plans to suit the needs of RSD.**

Date(s) of Service

**6/30/2021-6/30/2022** Hour(s) of Service

**Varies** Location **various in RSD**

### FEES

Compensation for Services \$ **50.00 per hour**

Other Ancillary Cost, as applicable \$ **supplies with receipt**

Total not to Exceed \$ **45,000**

- W-9 received

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

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

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

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**BINDING EFFECT.** This Agreement shall insure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

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

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

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

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

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

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

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

- **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

- **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:           \$500,000.00 combined single limit or  
  \$100,000.00 per person / \$300,000.00 per accident  
Commercial vehicles:       \$1,000,000.00 combined single limit



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

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

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

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

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

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

*Steven R. Sunnarborg*

4/26/2021

Provider signature

Date

**SITE AGREEMENT**

Site Administrator

Signature

Date

**DISTRICT APPROVAL**

District Administrator

Signature

Date



9.12





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.12 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2021/2022
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	45,000.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval for the Service Agreement with Nee Quaison-Sackey FY 2021/2022
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 1-Improved student achievement at every school and every grade in all content areas</p>

### Public Content

Speaker: Superintendent Puglisi

Rationale:

Mr. Quaison-Sackey will provide music education classes to students in the RSD.

[Nee Sackey Contract 21-22.pdf \(191 KB\)](#)

[End Of Year Report \(2020-2021\)Sackey.pdf \(171 KB\)](#)

### Administrative Content

### Executive Content





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

## SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 27<sup>th</sup> day of APRIL, 2020 by and between Rio School District (hereinafter referred to as "District") and NEE QUAISON-SACKEY (hereinafter referred to as "Provider.")

NEE QUAISON-SACKEY

Provider

818 428-0765

Telephone Number

719 Forest Park Blvd

Street Address

Fax Number

Oxnard, CA 93036

City, State, Zip code

nee@neesackeymusic.com

E-mail Address

Tax Identification or Social Security Number

Business License Number (if applicable)

### SERVICES

#### MUSIC CONSULTING & INSTRUCTION

Description of Services

AUGUST 27<sup>th</sup> 2021

JUNE 18<sup>th</sup> 2022

Date(s) of Service

Hour(s) of Service

Location

### FEES

Compensation for Services \$ 45,000.00 per annum

Other Ancillary Cost, as applicable \$ \_\_\_\_\_

Total not to Exceed \$ 45,000.00

- W-9 received

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

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

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

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

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

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

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

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

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

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

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

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

- **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

- **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Personal vehicles:           \$500,000.00 combined single limit or  
  \$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles:       \$1,000,000.00 combined single limit

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

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

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

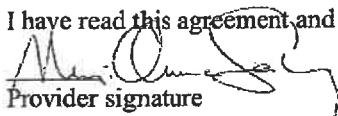


Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement,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

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

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

  
Provider signature

27<sup>th</sup> April, 2021  
Date

**SITE AGREEMENT**

\_\_\_\_\_  
Site Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DISTRICT APPROVAL**

\_\_\_\_\_  
District Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



9.13



**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.13 Approval of the Contract Renewal with Learning Priority Software, Inc FY 21/22
Access	Public
Type	Action
Dollar Amount	59,400.00
Budget Source	LCFF
Recommended Action	Staff recommends approval of the Contract Renewal with Learning Priority, Inc.

**Public Content**

Speaker: John Puglisi, Ph. D., Superintendent

Rationale:

**Learning Priority will provide software development services to the Rio School district to help streamline their technology platform, conduct a series of reading assessments using LP, Inc reading tools district wide for students in grade 2-7, inclusive of testing, report development, content and professional development, conduct a series of reading assessment using LP, Inc reading tools district wide for students in kindergarten and 1st grades including Early literacy letter identification, Early literacy sight word (irregular words), and phonics skills test.**

Learning Priority Contract 21-22.pdf (175 KB)

**Administrative Content****Executive Content**





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

## SHORT FORM SERVICES AGREEMENT

This Agreement is intended to be used for low cost, low risk, short-term services. This Services Agreement (the "Agreement") is made and entered into this day of July 1, 2021, by and between Rio School District, (hereinafter "District") and Learning Priority, Inc., 1398 East Hillcrest Drive #222, Thousand Oaks, CA 91362 (hereinafter "Provider").

Learning Priority, Inc  
Provider

805-844-5645  
Telephone Number

1398 East Hillcrest Drive #222  
Street Address

Thousand Oaks, CA 91362  
City, State, Zip code

irescigno@learningpriority.com  
E-mail Address

Tax Identification Number: 30-0766087

### SERVICES

#### Description of Services

- Provide software development services to the Rio School district to help streamline the district's technology platform.
- Provide the District the Literacy Support Team, LST service. LST will focus on blending technology, the human factor, assessment, learning, mentoring, and data visualization directly to students. LST will provide data and other resources to staff and parents.
- Conduct a series of reading assessments using LP, Inc reading tools district wide for students in grade 1st-8th, inclusive of testing, report development, content and professional development

Date of Service July 1, 2021-June 30, 2022

### FEES

Compensation for Services \$ 4950 per month

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

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

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

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

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

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

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

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

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- Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

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







9.14





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.14 Replacement and upgrade of Kinder student devices
Access	Public
Type	Action
Preferred Date	Jul 01, 2021
Absolute Date	Aug 13, 2021
Fiscal Impact	Yes
Dollar Amount	224,583.00
Budgeted	Yes
Budget Source	Measure L / ECF
Recommended Action	Staff recommends replacing Kinder student devices with 2-in-1 Chromebooks.

### Public Content

Speaker: Jarkko Myllari

Rationale: To ensure our Kinder students' access to technology in both onsite and remote/distance learning and to continue our development aimed at achieving a fully cohesive digital learning environment, staff recommends replacing the different devices used at Kinder with 2-in-1 Chromebooks. Until now, Kinder students have mainly used old, non-touch devices previously used by upper grade levels. The 2-in-1 device type was decided based on input from the Kinder teachers and the District Technology Champions. The estimated overage of 40 devices is needed for repair and replacement buffer. The District is applying for 1st-round EFC funding for this purpose.

MFFM555.pdf (66 KB)

### Administrative Content

### Executive Content



# QUOTE CONFIRMATION



**DEAR JARKKO MYLLARI,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MFFM555	6/15/2021	MFCB885	6640297	<b>\$224,583.00</b>

<b>IMPORTANT - PLEASE READ</b>
Fees applied to item(s): 6336640

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Dell Chromebook 3100 2-in-1 - 11.6" - Celeron N4020 - 4 GB RAM - 32 GB eMMC</a> Mfg. Part#: 3000074049314 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	600	6336640	\$306.00	\$183,600.00
<a href="#">Google Chrome Education Upgrade</a> Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	600	5988499	\$31.00	\$18,600.00
<a href="#">INSTALL-EXISTING SITE</a> Mfg. Part#: INSTALL-EXISTING SITE * Configuring WiFi information * Updating to the latest Chrome OS * Adding to the Google Enterprise Management System * Testing and powering off * Asset tagging (asset tag from the district) * Scanning serial numbers onto a spreadsheet that corresponds with asset tags Contract: MARKET	1	3581239	\$3,000.00	\$3,000.00
RECYCLING FEE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>RECYCLING FEE 4" TO LESS THAN 15"</b> Fee Applied to Item: 6336640	600	654809	\$4.00	\$2,400.00

<b>PURCHASER BILLING INFO</b>  <b>Billing Address:</b> RIO SCHOOL DISTRICT ACCTS PAYABLE 1800 SOLAR DR OXNARD, CA 93030-2655 <b>Phone:</b> (805) 485-3111 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SUBTOTAL</b>	\$205,200.00
	<b>SHIPPING</b>	\$0.00
	<b>RECYCLING FEE</b>	\$2,400.00
	<b>SALES TAX</b>	\$16,983.00
	<b>GRAND TOTAL</b>	<b>\$224,583.00</b>
<b>DELIVER TO</b>	<b>Please remit payments to:</b>	

**Shipping Address:**  
RIO SCHOOL DISTRICT  
JARKKO MYLLARI  
1800 SOLAR DR  
OXNARD, CA 93030-2655  
**Phone:** (805) 485-3111  
**Shipping Method:** UPS FREIGHT LTL, SPECIAL SERVICES

CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



Charleen Chu

(866) 339-5678

charchu@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$207,600.00	\$5,509.70/Month	\$207,600.00	\$6,379.55/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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9.15





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting  
Category 9. Discussion/Action  
Subject 9.15 Discussion of Board Policy 7310 Naming of a Facility  
Access Public  
Type Discussion

**Public Content**

Speaker: John Puglisi, Ph.D, Superintendent

Rationale:

The Governing Board will discuss and consider the formation of a Citizen Advisory Committee to consider the renaming of a facility.

[BP7310NamingFacility.pdf \(38 KB\)](#)

**Administrative Content**

**Executive Content**



## Rio SD | BP 7310 Facilities

### **Naming Of Facility**

The Board of Trustees shall name schools or individual buildings in recognition of:

1. Individuals, living or deceased, who have made outstanding contributions to the county or community
2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance
3. The geographic area in which the school or building is located

The Board encourages community participation in the process of selecting names. A citizen advisory committee shall be appointed to review name suggestions and submit recommendations for the Board's consideration.

(cf. 1220 - Citizen Advisory Committees)

The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

### **Memorials**

Upon request, the Board shall consider naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members who have been deceased for at least one year.

Legal Reference:

### **EDUCATION CODE**

35160 Authority of governing boards

Policy RIO ELEMENTARY SCHOOL DISTRICT

adopted: June 7, 2007 Oxnard, California



9.16





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.16 Approval of the Local Control Accountability Plan (LCAP)
Access	Public
Type	Action

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

**Rationale:**

The LCAP was presented for Public Hearing at the June 9th board meeting. After discussions and comments, the revised LCAP is presented for approval.

[2021\\_Local\\_Control\\_and\\_Accountability\\_Plan\\_Rio\\_Elementary\\_School\\_District\\_20210623.pdf \(1,192 KB\)](#)

**Administrative Content****Executive Content**





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

## Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Rio Elementary School District	John Puglisi Superintendent	jpuglisi@rioschools.org (805) 485-3111

## Plan Summary [2021-22]

### General Information

A description of the LEA, its schools, and its students.

The Rio School District analyzed and reviewed California's state priorities with the focus on Conditions of Learning, Pupil Outcomes and Engagement. Rio attracts families who want their children to thrive in a well-rounded environment while focusing on the 5Cs; Collaboration, Communication, Critical Thinking, Creativity and Caring human spirit. We are preparing our students to engage successfully in their communities while having the capacity to thrive and demonstrate strong character when addressing successes and challenges in their lives. The Rio School District has a strong reputation of offering a high quality educational experience and commitment to a broad scope of learning.

In the 2020-21 school year, the Rio School District served 5,317 students with a broad-range of demographics. 86.6% of students served are Hispanic, 5.7% are White, 3.3% are Filipino, 1.3% are Asian, 1.2% are African American, and less than 1% of students are of American Indian or Pacific Islander descent. Our English Learner Population is 45%, Special Education represent 11.3%, socioeconomically disadvantaged represent 69.2%, and foster youth/homeless make up 11.6% of our student population. The district encompasses five elementary schools, one of which is transitioning into a dual language school, two comprehensive middle schools, one K-8 STEAM Academy

and one K-8 Dual Language Academy. The core of our work in each of our schools is to focus on helping students to develop a love of learning while becoming "interested and competent readers." With the help of our Community Partnerships which include parents, institutions of learning, as well as community and business leaders, the Rio School District helps propel the work of our schools to new heights and enable all teachers and students to be researchers, constructors of knowledge and applicators of 21st Century Skills.

With the help of all stakeholders, RSD is proud to continue the journey with three new goals which focus on conditions of learning, pupil outcomes and engagement.

## **Reflections: Successes**

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

According to the CA Dashboard's "District Performance by County for 2019" report, the Rio School District falls within one of the top five districts of twenty districts in the county that has not placed in the orange or red performance level in any area overall.

Based on a review of performance on the state performance indicators, the Rio School District Improved in ELA by 8 points and improved in Math by 4.1 points [2018-2019 RSD had 2317 English Language Learners and 96 students reclassified (RFEP) at a 4.1 percent]. In 2019-2020 RSD had 2295 English Language Learners, and 138 students reclassified (RFEP) at a 6.0% . RSD is proud to have revised parent engagement policies in the 2020 school year and have significantly improved systems of engagement, parent involvement and the ability to capture stakeholder input and voice through a variety of ways. Throughout the pandemic, RSD has seen an increase of input and participation from parents and other stakeholders and plans to continue working in collaboration to address student needs.

All teachers were fully credentialed and we look forward to administering and analyzing the results of the CAASPP pending the return to in-person and regular state assessment requirements after the pandemic.

The Rio School District completed the new building and the new STEAM school is open and serves students in K through 8th grade.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Attendance, chronic absenteeism and suspension continue to be a need. During the pandemic, attendance has remained a struggle. We have been working closely with these families through a re-engagement process to improve student engagement and academic progress.

Although RSD has grown in all areas, and does not fall in the overall orange or red on the CA Dashboard, we will continue to focus on engagement in Math, Science and SEL in order to make progress from "yellow" to green and to support science assessment requirements. To further support the district's overall growth, the following student populations need support to make appropriate progress.

In the area of Chronic Absenteeism our English Learners and students with disabilities subgroups are in the orange performance level. In the area of suspension students with disabilities, homeless, and foster youth subgroups are in the orange performance level while African American student subgroups are in the red performance level. In the area of ELA and Math homeless, students with disabilities and white student groups are in the orange performance level and need continued focus and support to make appropriate progress.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

Based on the analysis and reflection of student outcomes from the 2019-20 LCAP and 2021-21 Learning Continuity and Attendance Plan, along with stakeholder engagement, we have developed the following three goals for the 21-22 LCAP:

1. Broad Goal: Provide world class educational opportunities that support positive and healthy "Pupil Outcomes" for all students.
2. Maintenance Goal: Provide thriving "Conditions for Learning" that will provide all students with the 5C's; collaboration, communication, critical thinking, caring and creativity.
3. Focus Goal: Maintain and strengthen learning environments that fully "Engage" and provide enriching opportunities that support academic standards.

In order to provide all students with a quality learning program for all with supports for students with unique pupil needs (students with disabilities, English language learners, foster youth, low income including homeless youth) the Rio School District Key Features for the current school year are the following:

RSD will continue to expand the 2nd dual immersion school in response to language support needs of the community.  
RSD will continue to provide one to one technology and improved access for students.  
RSD will continue to provide counselors at each site with an emphasis to meet students' social emotional needs.

RSD will continue to provide professional development through expert researchers who emphasize inquiry based learning.

RSD has developed the focus goal which is another key feature of this year's LCAP. Stakeholder input has helped us identify the need to further develop Social and Emotional Learning (SEL) support for all students. RSD will align actions/services of pupil outcomes, expand learning opportunities that support conditions of learning and engagement to support academic improvement, and promote a positive school climate.

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### **Schools Identified**

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

NA

### **Support for Identified Schools**

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

NA

### **Monitoring and Evaluating Effectiveness**

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

NA



# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

Stakeholder involvement from all stakeholder groups is a key component in identifying student needs as well as developing the necessary goals and actions to provide a successful and quality learning experience for all students. In addition, parental involvement is particularly important during this unprecedented and challenging time of distance learning. Rio School District continuously seeks and encourages stakeholder feedback through on-going parent surveys, phone calls, emails, staff meetings, parent meetings, School Site Council, ELAC, PAC & PELAC meetings, LCAP committees and public board meetings. Per parent input, the Rio School District uses one communication system (Parent Square) to communicate with parents by providing emails and text messages as well as automated phone calls in the specified home language.

Stakeholder engagement included the following:

Rio School District Board Meetings: 8/19/20, 8/26/20, 9/16/20, 9/30/20, 10/21/20, 10/28/20, 11/18/20, 12/15/20, 1/20/21, 2/3/21, 2/9/21, 2/10/21, 2/17/21, 3/3/21, 3/17/21, 3/31/21, 4/21/21, 5/10/21, 5/19/21

LCAP PAC/PELAC Meetings: 8/13/20, 11/17/20, 1/25/21

LCAP Townhall: 4/14/21, 4/22/21

LCAP & ELO Stakeholder Committee Meetings: 4/22/21, 4/29/21, 5/3/21, 5/6/21, 5/10/21, 5/13/21, 5/20/21

LCAP Stakeholder Site Meetings: Rio Rosales 4/28/21, Rio Plaza 4/22/21, Rio del Mar 4/28/21, Rio del Norte 4/27/21, Rio Real 4/22/21, Rio del Sol 4/27/21, Rio del Valle 4/28/21, & Rio Vista 4/28/21

LCAP Budget Meeting: 5/17/21

Student & Parent Empathy Interviews: 4/12/21 - 5/12/21

Superintendent Round Table Meetings: 1/12/20, 1/26/21, 3/17/21

Parent Surveys - 3/12/21

Public Hearing: 6/9/21

Final Adoption: 6/30/21

A summary of the feedback provided by specific stakeholder groups.

Throughout this pandemic parents and students have seen the benefits of technology and online resources. Parents have shared a desire to maintain some online meetings and a strong desire to increase social and emotional support for all students and specifically students with unique needs. Students have shared an overall satisfaction with school, but indicate that schools should be more engaging and enriching with topics trending about electives, hands on activities and exciting lessons. One of the students' top requests is to have better food at school. Employee feedback indicates that stakeholders want to provide a quality learning program that ensures all students have access to implementation of standards and a broad course of study. Overall feedback indicates that stakeholders want to provide an enriching and engaging educational experience with materials and curriculum that support all learners and will help prepare students for life, college and/or career. Strong feedback indicates that services must be available to help support students with unique needs, including students with disabilities, English Learners, low income including homeless, and foster youth.

Additionally, RSD will continue to receive feedback from parents and other stakeholders in order to identify and support student needs. Stakeholder feedback indicates the following priorities in order of top priority to bottom priority:

- Student Engagement
- Access to Core Services (Food, Counselors, Health, After School)
- Student Achievement
- Parent Involvement
- Access to Broad Course of Study
- School Climate
- Implementation of Common Core Standards
- Other Student Outcomes

Stakeholder feedback indicates the following action/services trends that emerged in order of top priority to bottom priority:

- Counselors
- Class size reduction
- Electives
- Intervention
- Technology
- Extended Day Kindergarten
- Dual Immersion
- Increase Teacher Quality / PD
- Curriculum / Software, PD and Supplies
- Increase Campus Supervisor Assistants (CSAs)



School Nurse  
Transportation  
Increase Library Hours

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

2021-2022, the first year of the new three year LCAP, will address the three core areas to ensure Rio School District continued success.

Engagement was influenced by input from all stakeholders. RSD significantly increased stakeholder engagement which directly contributed to the new LCAP goals. There are three goals centered around pupil outcomes, conditions for learning and engagement.

1. The first addresses pupil outcomes and achievement of local and state assessments with an overarching goal of the 5Cs: communication, critical thinking, collaboration, caring and creativity.
2. The second goal addresses conditions of learning where both staff and board members recognize the importance of providing safe, clean, and appropriate learning spaces as our enrollment and programs grow.
3. The third goal addresses engagement and supports student connectedness as we transition back to in-person learning. Stakeholders would like to continue to focus on highly engaging learning experiences for all students.

# Goals and Actions

## Goal

Goal #	Description
1	<p>Goal #1 is a broad goal to address pupil outcomes and student engagement. The objective is to provide an education that will prepare students to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring. This goal also builds on providing extra support towards priorities aligned with pupil outcomes (4,8) and conditions of learning (1,2,7). State Priority 7 addresses the requirement to go beyond ELA and Math to ensure that students have access to and are enrolled in a broad course of study (Arts, Music, Drama, Social Sciences, Health, PE, etc.)</p> <p>The Rio School District will continue to provide all students with a broad course of study and social-emotional support to ensure that learning is taking place for all students, including English Language Learners, foster youth, low socio-economic youth (including homeless youth) and students with disabilities. This goal is based on analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys and input, local assessments, reclassification rates, and CAASPP and ELPAC results.</p>

An explanation of why the LEA has developed this goal.

State priority #2, Implementation of State Standards and State Priority #4, Pupil Achievement, address the analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and alignment of CAASPP and ELPAC results. This analysis and alignment strengthens the district's support for all students in making progress towards life, college and/or career. The data and analysis shows where we can principally direct LCFE supplemental actions and services to support identified needs and strengths of our unduplicated English Learners, low income students, foster youth and services for our students with disabilities and any other group with unique needs. The most recent California Dashboard was released in 2019 and indicated an increase in overall performance in ELA (yellow status) and Math (yellow status) as indicated on the CAASPP. The California Dashboard also indicated 55.7% of English Learners made progress based on state assessments.

As a small school district, the status can change dramatically because of slight increases or decreases in enrollment and attendance. It is important for attendance to remain high and chronic absenteeism to remain low which will help provide educational opportunities that address State Priority #5, Pupil Engagement, State Priority #7, Course Access and State Priority #8, Other Pupil Outcomes. To ensure access and basic conditions of learning are addressed, the district supports student progress through State Priority #1, Fully Credentialed and Appropriately Assigned Teachers, access to state standard materials, including ELD/language acquisition standards and implementation of state standards balanced with engaging courses of study ensures student readiness for a rigorous and aligned curriculum that supports the 5Cs; Critical Thinking, Creativity, Communication, Collaboration, and Caring.

# Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
CAASPP ELA	Pending 2020-2021 results				Increase percentage of students meeting or exceeding standards by 2% each year.
	Most Recent Data 2018-2019 ELA Overall Performance Standard Exceeded: Level 4 - 22.48 % Standard Met: Level 3 -28.62 % Standard Nearly Met: Level 2 -22.28 % Standard Not Met: Level 1 - 26.63 %				
CAASPP Math	Pending 2020-2021 results				Increase percentage of students meeting or exceeding standards by 2% each year.
	Most Recent Data 2018-2019 Math Overall Performance Standard Exceeded: Level 4 - 19.69% Standard Met: Level 3 -20.04 %				

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
	Standard Nearly Met: Level 2 -25.41 % Standard Not Met: Level 1 - 34.86 %				
CA Science Assessment (CAST)	Pending 2020-2021 results Most Recent Data 2018-2019 Science Overall Performance Standard Exceeded: Level 4 - 9.39% Standard Met: Level 3 -20.54 % Standard Nearly Met: Level 2 -25.41 % Standard Not Met: Level 1 - 34.86 %				Increase percentage of students meeting or exceeding standards by 2% each year.
Local Indicator Reflection: Teachers fully credentialed and appropriately assigned.	'Met' on the 2019 California Dashboard				Maintain 'Met' performance level on the California Dashboard based on the Local Indicator Reflection
Local Indicator Reflection: Standards Aligned Instructional Materials for every student	'Met' on the 2019 California Dashboard				Maintain 'Met' performance level on the California Dashboard based on the Local Indicator Reflection

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
English Learner - Reclassification Rate	2020-2021- Data Quest 8.3% reclassified				Increase percentage of students reclassified by 2% each year.
ELPAC Assessment	Pending 2020-2021 Results  Most recent, 2018-2019 Overall Performance 2018-2019 Level 4 20.04% Level 3 41.50% Level 2 28.96% Level 1 9.50%  55.7% of EL learners are making progress towards English Language Proficiency				Pending 2020-2021 results Increase percentage of students increasing a performance level by 2% each year.  By 2024 60.7% of EL learners will be making progress towards English Language Proficiency
Local Indicator Reflection: Implementation of all California state standards, including how ELs will access the CCSS and ELD standards	'Met' on the 2019 CA Dashboard				Maintain 'Met' performance level on the California Dashboard based on the Local Indicator Reflection
Attendance	Chronic absenteeism 8.3%				Decrease chronic absenteeism rate by 1% each year.
All high school indicators do not apply	N/A				N/A

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
to K-8 (AP, UC A-G, CTE Pathways, EAP, high school graduation, high school dropout)					

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Implementation of State Standards	<p>Provide a 3-year sequence of professional development and activities supporting the implementation of state standards, including textbook adoptions, that are principally directed to increase or improve services for students with unique pupil needs, along with unduplicated pupils (FY, LI, EL). This includes support from outside RSD organizations, trainings, materials and substitutes.</p> <ul style="list-style-type: none"> <li>* VCOE support for science textbook adoption</li> <li>* Substitutes to support training (for textbook adoption)</li> <li>* Parent webinars and adoption meetings</li> <li>* Materials for adoption training</li> </ul>	\$247,066.00	Yes
2	Intervention	<p>Increase access to extra support, - materials, and challenging activities inside and outside the school day</p> <ul style="list-style-type: none"> <li>*TOSA support</li> <li>*clerical support</li> <li>*software and web support</li> </ul>	\$304,513.00	Yes



Action #	Title	Description	Total Funds	Contributing
3	Kindergarten Instructional Day Extension	Continue to provide extended day programs for Kindergarten students. * push in teachers * substitutes	\$257,535.00	Yes
4	Dual-Language Immersion Program Expansion & Support	The district will continue to support the expansion of dual immersion programs within the district. The district recognizes the importance of dual immersion instruction to the students and stakeholders and will continue to support the growth and development of the program through Professional Development, counselor support, and bilingual administration including Bilingual Principals, Assistant Principals and/or Coordinators where appropriate.	\$988,615.00	Yes
5	K-2 class size reduction	Continue Class Size Reduction to increase student achievement in Grades K--2. *Teachers to reduce class size	\$1,702,741.00	Yes
6	Expanded Learning opportunities	Provide additional district-wide after-school programming based on identified need and services provided by RSD and/or outside agencies. This includes ASES coordinators to coordinate after school actions and services for high need students. *IA support for ASP *after school supplies for sites	\$42,000.00	Yes
7	EL supports	Provide content teachers support at the middle school with implementation of English Language Development (ELD) standards. Support may be provided by TOSA and/or outside entities such as CABE, VCOE, Californian's Together, etc. *Substitutes for training and planning	\$11,959.00	Yes

Action #	Title	Description	Total Funds	Contributing
8	RFEP Supports	<p>Continue to provide support in monitoring the progress of re-designated fluent English proficient (RFEP) pupils through personnel, academic programs, and data analysts.</p> <ul style="list-style-type: none"> <li>*support for Mixteco students and families</li> <li>* funds for clerical support</li> <li>* administrative support for school sites and programs, including improved and increased access for students</li> </ul>	\$272,277.00	Yes
9	Professional Development	<p>RSD provides a comprehensive certificated professional development plan (core, electives, literacy, math, ELs, GLAD, new teacher induction support, etc. ).</p> <ul style="list-style-type: none"> <li>* The professional development plan includes districtwide, onsite and virtual learning opportunities accompanied by ongoing coaching by TOSA, VCOE new teacher induction program and mentoring and other partner agencies.</li> <li>Personnel expenditures Includes new teacher induction and mentor stipends</li> <li>* Provide a comprehensive classified professional development that includes districtwide, and onsite demonstrations by VCOE or other inside and outside agencies.</li> <li>CASBO, VCOE, AALRP, Fred Pryor, Target Solutions and other outside agencies</li> <li>* Provide a comprehensive management professional development that includes districtwide, and onsite demonstrations by VCOE or other outside agencies.</li> <li>School Services, AALRP, VCOE, ACSA, CALSA, AASA or other outside agencies</li> </ul>	\$155,895.00	Yes



Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
2	<p>Goal #2 is a maintenance goal that addresses learning conditions to maintain and strengthen a safe and welcoming school environment. The objective is to provide an education that will address State Priority #5, Pupil Engagement, and State Priority #7, Course Access, by preparing students to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring. The Rio School District will continue to provide all students with fully credentialed teachers to ensure that learning is taking place (English Language Learners, foster youth, low socio-economic youth (including homeless youth), and students with disabilities.). Rio district assesses technology regularly to ensure the technology plan is updated regularly to ensure actions/services are in place to support student achievement, such as WIFI accessibility, software upgrades, etc. State Priority #1 addresses Fully Credentialed and Appropriately Assigned Teachers who provide access to State Priority #4, Pupil Achievement, and state standards and materials, including ELD/language acquisition standards and implementation of state standards. This is balanced with engaging courses of study to ensure student readiness for a rigorous and aligned curriculum that supports the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring.</p> <p>This goal is based on data and analysis of the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and CAASPP and ELPAC results.</p>

An explanation of why the LEA has developed this goal.

Based on analysis of the Facilities Inspection Tool (FIT), the annual SARC, and stakeholder input and reflection, Rio School District provides facilities in good repair. Per stakeholder engagement through the pandemic, the Conditions of Learning (State Priority #1) became an area to maintain. Areas of growth have been identified to create more outdoor learning spaces to increase safe learning environments where students and families are engaged.

State priority #4, Pupil Achievement and State Priority #5, Pupil Engagement, address the analysis and data from the California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, local assessments, reclassification rates, and alignment of CAASPP and ELPAC results. The data and analysis shows where we can principally direct LCFF supplemental actions and services to support identified needs and strengths of our unduplicated English Learners, low income students, foster youth and services for our students with disabilities and any other group with unique needs.

As a small school district, the status can change dramatically because of slight increases or decreases in enrollment and attendance. It is important for attendance to remain high and chronic absenteeism to remain low which will help provide educational opportunities that address State Priority #5, Pupil Engagement and State Priority #7, Course Access. To ensure access and basic conditions of learning are addressed State Priority #1, Transportation, Fully Credentialed and Appropriately Assigned Teachers, access to state standard materials, including ELD/language acquisition standards and implementation of state standards balanced with engaging courses of study ensures student readiness for a rigorous and aligned curriculum that supports the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School Facilities in 'Good Repair' per CDE's Facility Inspection Tool (FIT)	Good Repair				Maintain
Outdoor Learning Spaces	Establish a baseline # of Outdoor learning spaces for the Rio School District				Pending count 2021-2022

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Transportation	<p>Transport students meet the transportation criteria in board policy from home to school</p> <p>* Personnel expenditures: bus drivers</p> <p>* Non-personnel expenditures: bus maintenance and lease payments</p>	\$1,125,642.00	Yes
2	Technology and Technology Plan	<p>Continue to improve and standardized equitable environments for online state testing through technology team. Technology Plan Committee to develop a comprehensive plan to integrate 21st century learning framework into existing district initiatives. This includes funds for tech department staff and for the purchase of technology devices for students, faculty and support staff.</p> <p>* Technology personnel salaries</p> <p>* Non-personnel expenditures: computer parts, equipment and tech support software, hardware and learning environments for students and personnel</p>	\$1,155,970.00	Yes

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**



# Goals and Actions

## Goal

Goal #	Description
3	<p>Goal #3 is a focus goal that address State Priority #5, Pupil Engagement, in order to build on and enhance enriching opportunities to support and enhance State Priority #4, Pupil Achievement of academic standards and curriculum. Rio School District has developed the Focus Goal to address the area of increasing needs and services so students have the support needed to thrive in the 5Cs: Critical Thinking, Creativity, Communication, Collaboration, and Caring.</p> <p>By the 2023-2024 school year, the Rio School District will align action/services to add additional social and emotional support and maintain expanded learning opportunities which support implementation of state standards with curriculum and services to help increase State Priority #6, positive School Climate and engagement as measured by stakeholder engagement surveys, attendance and suspensions.</p> <p>Increased or improved services will be principally directed for unduplicated pupils (foster youth, English learners, and low income, including homeless youth) and support for students with disabilities and/or with unique pupil needs. State Priority #3, Parent Involvement, will continue to be addressed by providing an engaging and welcoming environment where parents have access to engage in surveys, school site councils (SSC), English learner advisory committees (ELAC), district parent advisory committees (PAC and PELAC), LCAP stakeholder committees and site based opportunities where parents can contribute input and voice. This goal is based on analysis and data of the Youth Truth survey, California Healthy Kids survey, California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, stakeholder input in committees and meetings, local assessments, reclassification rates, and CAASPP and ELPAC results.</p>

An explanation of why the LEA has developed this goal.

Goal #3 goal is based on analysis and data of the Youth Truth survey, California Healthy Kids survey, California Dashboard, previous LCAP evaluation and reflection, stakeholder surveys, stakeholder input in committees and meetings, local assessments, reclassification rates, and CAASPP and ELPAC results. There is a need to enhance social and emotional supports for students as they return to in-person learning after the pandemic. Social and emotional supports are built into expanded learning opportunities and curriculum with counselor support in an effort to support the areas of need. This focus goal is for the duration of the three-year template. As the metric and reporting results are analyzed, Rio School District may amend or increase actions and services as required. Engagement is a core focus with State Priority #3, Parent/Family Involvement, State Priority #5, Pupil Engagement, and State Priority #6 School Climate, closely aligned with metrics to measure the effectiveness of the goal/actions.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Connectedness & Safety CHKS	Based on data from the 17-18 administration of the California Healthy Kids Survey (19-20 data unavailable due to the pandemic), % of students report feeling connected to their schools is:  5th grade- high 62% medium 35% low 3%  7th grade- high 42% medium 43% low 15%				The percentage of students feeling connected to their school will increase by 5% each year.
Chronic Absenteeism	2019 CA School Dashboard RSD overall yellow status  Student Subgroups: SWD and ELs - orange status SD and white - yellow status African American, Foster and Homeless - green status				Overall chronic absenteeism to decrease and maintain below 8%. SWD and ELs will have decreased chronic absenteeism and move into the yellow status or higher.
Suspension	2019 CA Dashboard RSD overall green status				All student and high need student

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
	2.1% suspended at least once Declined 0.3% Student Subgroups: African American - red status Foster, homeless and SWD - orange status ELs - yellow status Hispanic and SD - green status				subgroups will improve by at least one performance level annually: African American Foster/homeless & SWD ELs Hispanic and SD
Expulsion	0 % rate				maintain
Middle School Dropout Rate	0 % rate				maintain
Physical Fitness Test (PFT)	Pending 2021-2022 Results 2018-2019 Most Recent Aerobic Capacity Grade 5 55.8% Grade 7 59.5% Body Composition Grade 5 56.9% Grade 7 54.8% Abdominal Strength Grade 5 49.0% Grade 7 84.3%				Pending 2021-2022 results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
	<p>Trunk Extension Strength Grade 5 66.0% Grade 7 88.3%</p> <p>Upper Body Strength Grade 5 42.6% Grade 7 76.5%</p> <p>Flexibility Grade 5 56.9% Grade 7 73.7%</p>				
Parent Survey (LCAP, CHKS, etc.)	<p>Establish list of surveys for 2021-2022</p> <p>Establish baseline data after first survey is administered</p> <p>Most Recent Results (2017-2018)</p>				Pending 2021-2022 results



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023-24
Faculty/Support Staff Survey LCAP, CHKS, etc.)	Establish list of surveys for 2021-2022 Establish baseline data after first survey is administered				Pending 2021-2022 results

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Tiered Intervention Resources	<p>Create a data driven systematic approach to tiered intervention to ensure that all students have access and support to achieve academic proficiency. Continued support will be provided in order for students to meet academic proficiency. Provide intervention support to reduce disciplinary incidents (expulsions/suspensions). RSD will support the implementations of CHAMPS in all 8 sites.</p> <ul style="list-style-type: none"> <li>* Data analyst support</li> <li>* IA's trainings</li> <li>* IEP and EL intervention support</li> </ul>	\$353,054.00	Yes
2	Course Access	<p>Increase access to electives such as music, art, foreign language, enrichment, etc. A variety of electives will be provided to students to ensure continued engagement in their educational programs. There will be access to electives such as music, art, drama, foreign language, dance, and others based on student interest and need.</p> <ul style="list-style-type: none"> <li>* Zero period salaries</li> <li>* Art, Music, foreign language and other elective partial salaries</li> <li>* Supplemental electives for K-8 (music, art, drama, dance, etc) during the day and after school</li> </ul>	\$777,019.00	Yes

Action #	Title	Description	Total Funds	Contributing
3	Counseling Services and site support for students	<p>Continue targeted counseling services for low income students previously funded by the Economic Impact Aid (EIA). Counselors at each site will continue to provide at each site will continue to provide academic and personal support to students in grades K-8 and will also provide parent support and increased library services access for most students at risk.</p> <ul style="list-style-type: none"> <li>* Counselor salaries, library tech support salaries, additional after school tutoring</li> <li>* site based interventions, supplies and materials for students and families</li> </ul>	\$1,589,199.00	Yes
4	Expanded Learning Opportunities	<p>ELs, homeless and foster youth, SWD and SD students will be provided tiered interventions, on level, and enrichment activities outside the school day and/or non-school days. Funds cover faculty, support staff and supplemental materials. These extended services include:</p> <ul style="list-style-type: none"> <li>* GATE- stipends, support staff and materials</li> <li>*Summer Science Academy- teachers, support staff and materials</li> <li>*Reading Task Force - teacher extra pay/stipends, substitutes and materials</li> </ul>	\$282,584.00	Yes
5	English Learner Services	<p>Increase the percentage of EL students making progress in attaining one level of English language level growth. Increase the number of EL students being reclassified by the end of 5th grade. Funds will cover ELPAC testing coordinators, faculty stipends and materials.</p> <ul style="list-style-type: none"> <li>* Salaries for testing team and additional hours for extra teacher pay</li> </ul>	\$170,585.00	Yes

Action #	Title	Description	Total Funds	Contributing
6	Social Emotional Learning and Development	Analyze and support district-wide Social and Emotional Learning and Development (SELD) implementation to reduce suspensions, expulsions, and to maintain safe campuses and create welcoming environments through support personnel. Funds include personnel for safety (campus supervisors) and CHAMPS peaceful playgrounds where supervision staff, along with counselor support, are intentionally planning engaging activities and games in order to decrease incidents of negative behaviors and increase overall engagement and positive attendance.	\$1,215,022.00	Yes
7	Tiered Intervention RFEF and students with unique pupil needs	Provide tiered interventions specific to RFEF students through the support of personnel for extended learning. Funds include support for increased and improved services for ELs, RFEF, foster youth, SD, SWD and homeless students.  * Salary support for facilitation and oversight of after school programs and other extended learning opportunities * EL coordinators and site based compliance and support * RFEF monitoring software	\$121,220.00	Yes
8	Parent Engagement	Expand district stakeholder participation in Parent and English Learner Advisory Councils. Organize and host district wide parent and family events, including conference, volunteer and community partnerships events. * Childcare, refreshments, materials and supplies for meetings, fliers and outreach	\$3,000.00	Yes
9	Training state and federal compliance	In order to build capacity and ensure that site administration are aware of various state and federal compliance items, RSD will partner with county and state supports to provide training to site administrators and their site advisory council (e.g. SSC/ELAC) on alignment of SPSA with	\$5,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		LCAP and LEA Plan. Topics for training will include needs assessments, program evaluation, equity and other related topics.		
10	Community Partnerships	RSD recognizes that a healthy school climate includes a network of support through community partnerships to increase or improve services for high need student groups. Examples include partnerships with local universities such as MESA, expanded services for visual and performing arts such as dance and music, maintained partnerships with county offices of education, and partnerships to improve support for outdoor education. Stakeholder feedback, through the development of the 21/22 LCAP, indicate that community partnerships and increased services are valuable to enhance and support student learning outcomes. This improved engagement is aligned to further support school connectedness, positive attendance and improved school and community climate. This includes funding for facility use, transportation of students, materials, supplies, etc.	\$55,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**



# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
%	

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The actions and services are principally directed to support FY, LI, EL student groups.

- Goal 1 - Student Outcomes Actions 1-9
- Goal 2 - Conditions of Learning Actions 1-2
- Goal 3 - Engagement Actions 1-10

Throughout this pandemic, parents and students have seen the benefits of technology and online resources. Parents have shared a desire to maintain some online meetings and a strong desire to increase social and emotional supports for all students and specifically students with unique needs. Students have shared an overall satisfaction with school but indicate that schools should be more engaging and enriching with topics trending about electives, hands on activities and exciting lessons. One of the students' top requests is to have better food at school. Employee feedback indicate that stakeholders want to provide a quality learning program that ensures all students have access to implementation of standards and a broad course of study. Overall feedback indicates that stakeholders want to provide an enriching and engaging educational experience with materials and curriculum that support all learners and will help prepare students for life, college, and/or career. Strong feedback indicates that services must be available to help support students with unique needs, including students with disabilities, English Learners, low income including homeless, and foster youth.

The RSD percentage of estimated un-duplicated pupils for the 2021-2022 is 74.4% and all sites exceed 65%. Therefore the district continues expending funds district wide. District wide services are the most effective use of the supplemental and concentration grant increase for un-duplicated students in meeting the state priorities. Students in the RSD will benefit from all actions and services which

improve all sites and district supplemental programming. Services provided in the LCAP are primarily directed towards low income pupils, foster youth, English Language Learners, Students with an IEP, incarcerated youth, and sub groups at risk, and these services are to increase student achievement. RSD un-duplicated pupils received increased and /or improved services in proportion to the increase in funding provided for such pupils in that year as calculated pursuant to 5 CCR 15496(a)(7). Services for un-duplicated pupils will be increased or improved as compared to the services provided to all pupils in the LCAP year by at least 24.62% as calculated pursuant to 5 CCR 15496(a).

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

RSD will continue to provide English Language Learners, low income, foster youth, and incarcerated youth supplemental services, and will continue to support 21st century skills, the 5Cs learning platform (communication, collaboration, critical thinking, creativity, and caring) as well as providing a safe learning environment where students feel engaged and connected. Additionally, RSD will continue to provide high quality programming in the areas of STEAM, The Arts, Technology, and a sound core educational program. RSD is committed to providing a welcoming environment and will continue to have well maintained facilities, well trained educators, and opportunities for parents to be involved and engaged within the RSD schools and their children's educational programs. Un-duplicated pupils will benefit from services described in the LCAP such as, providing period zero for academic supports and increased electives for English learners, expansion of the Dual Immersion programs, full day kindergarten, class size reduction for grades kindergarten through second, intervention support for multiple grade levels both during the school day and outside the school day, increased technology to support English learners, improved after school programming, and support for English learners in the Migrant program. These services go beyond base services, they supplement base services in order to serve the needs of un-duplicated students.

## Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$10,835,896.00				\$10,835,896.00

Totals:	Total Personnel	Total Non-personnel
Totals:	\$8,445,170.00	\$2,390,726.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners Foster Youth Low Income	Implementation of State Standards	\$247,066.00				\$247,066.00
1	2	English Learners Foster Youth Low Income	Intervention	\$304,513.00				\$304,513.00
1	3	English Learners Foster Youth Low Income	Kindergarten Instructional Day Extension	\$257,535.00				\$257,535.00
1	4	English Learners Foster Youth Low Income	Dual-Language Immersion Program Expansion & Support	\$988,615.00				\$988,615.00
1	5	English Learners Foster Youth Low Income	K-2 class size reduction	\$1,702,741.00				\$1,702,741.00
1	6	English Learners Foster Youth Low Income	Expanded Learning opportunities	\$42,000.00				\$42,000.00
1	7	English Learners	EL supports	\$11,959.00				\$11,959.00
1	8	English Learners	RFEP Supports	\$272,277.00				\$272,277.00
1	9	English Learners Foster Youth Low Income	Professional Development	\$155,895.00				\$155,895.00



Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	1	English Learners Foster Youth Low Income	Transportation	\$1,125,642.00				\$1,125,642.00
2	2	English Learners Foster Youth Low Income	Technology and Technology Plan	\$1,155,970.00				\$1,155,970.00
3	1	English Learners Foster Youth Low Income	Tiered Intervention Resources	\$353,054.00				\$353,054.00
3	2	English Learners Foster Youth Low Income	Course Access	\$777,019.00				\$777,019.00
3	3	English Learners Foster Youth Low Income	Counseling Services and site support for students	\$1,589,199.00				\$1,589,199.00
3	4	English Learners Foster Youth Low Income	Expanded Learning Opportunities	\$282,584.00				\$282,584.00
3	5	English Learners	English Learner Services	\$170,585.00				\$170,585.00
3	6	English Learners Foster Youth Low Income	Social Emotional Learning and Development	\$1,215,022.00				\$1,215,022.00
3	7	English Learners Foster Youth Low Income	Tiered intervention RFEF and students with unique pupil needs	\$121,220.00				\$121,220.00
3	8	English Learners Foster Youth Low Income	Parent Engagement	\$3,000.00				\$3,000.00
3	9	English Learners Foster Youth Low Income	Training state and federal compliance	\$5,000.00				\$5,000.00
3	10	English Learners Foster Youth Low Income	Community Partnerships	\$55,000.00				\$55,000.00



## Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
<b>Total:</b>	\$10,835,896.00	\$10,835,896.00
<b>LEA-wide Total:</b>	\$10,835,896.00	\$10,835,896.00
<b>Limited Total:</b>	\$0.00	\$0.00
<b>Schoolwide Total:</b>	\$0.00	\$0.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	Implementation of State Standards	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$247,066.00	\$247,066.00
1	2	Intervention	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$304,513.00	\$304,513.00
1	3	Kindergarten Instructional Day Extension	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$257,535.00	\$257,535.00
1	4	Dual-Language Immersion Program Expansion & Support	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$988,615.00	\$988,615.00
1	5	K-2 class size reduction	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,702,741.00	\$1,702,741.00
1	6	Expanded Learning opportunities	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$42,000.00	\$42,000.00
1	7	EL supports	LEA-wide	English Learners 6-8	All Schools	\$11,959.00	\$11,959.00
1	8	RFEP Supports	LEA-wide	English Learners	All Schools	\$272,277.00	\$272,277.00



Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	9	Professional Development	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$155,895.00	\$155,895.00
2	1	Transportation	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,125,642.00	\$1,125,642.00
2	2	Technology and Technology Plan	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,155,970.00	\$1,155,970.00
3	1	Tiered Intervention Resources	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$353,054.00	\$353,054.00
3	2	Course Access	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$777,019.00	\$777,019.00
3	3	Counseling Services and site support for students	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,589,199.00	\$1,589,199.00
3	4	Expanded Learning Opportunities	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$282,584.00	\$282,584.00
3	5	English Learner Services	LEA-wide	English Learners	All Schools	\$170,585.00	\$170,585.00
3	6	Social Emotional Learning and Development	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,215,022.00	\$1,215,022.00
3	7	Tiered Intervention RFP and students with unique pupil needs	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$121,220.00	\$121,220.00
3	8	Parent Engagement	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$3,000.00	\$3,000.00
3	9	Training state and federal compliance	LEA-wide	English Learners	All Schools	\$5,000.00	\$5,000.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
3	10	Community Partnerships	LEA-wide	Foster Youth Low Income English Learners Foster Youth Low Income	All Schools	\$55,000.00	\$55,000.00

## Annual Update Table Year 1 [2021-22]

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
<b>Totals:</b>				<b>Planned Expenditure Total</b>	<b>Estimated Actual Total</b>
<b>Totals:</b>					

# Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California Education Code [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).



- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.



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# Plan Summary

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## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

# Stakeholder Engagement

## Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

### Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

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## Goals and Actions

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### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### Focus Goal(s)

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.



Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in EC Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.



**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

### **For School Districts Only:**

#### **Actions Provided on an LEA-Wide Basis:**

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions are the most effective use of the funds to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

#### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

#### **For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:**

Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools". If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year", or "2 Years", or "6 Months".
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

# 2021-22 LCFF Budget Overview for Parents Data Input Sheet

<b>Local Educational Agency (LEA) Name:</b>	Rio Elementary School District
<b>CDS Code:</b>	56725610000000
<b>LEA Contact Information:</b>	Name: John Puglisi Position: Superintendent Email: jpuglisi@rio.k12.ca.us Phone: (805) 485-3111
<b>Coming School Year:</b>	2021-22
<b>Current School Year:</b>	2020-21

\*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

<b>Projected General Fund Revenue for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total LCFF Funds</b>	\$55,146,315
<b>LCFF Supplemental &amp; Concentration Grants</b>	\$10,835,891
<b>All Other State Funds</b>	\$2,759,856
<b>All Local Funds</b>	\$3,859,425
<b>All federal funds</b>	\$10,091,236
<b>Total Projected Revenue</b>	\$71,856,832

<b>Total Budgeted Expenditures for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total Budgeted General Fund Expenditures</b>	\$74,705,292
<b>Total Budgeted Expenditures in the LCAP</b>	\$10,835,891
<b>Total Budgeted Expenditures for High Needs Students in the LCAP</b>	\$10,835,891
<b>Expenditures not in the LCAP</b>	\$63,869,401

<b>Expenditures for High Needs Students in the 2020-21 School Year</b>	<b>Amount</b>
<b>Total Budgeted Expenditures for High Needs Students in the Learning Continuity Plan</b>	\$10,926,062
<b>Actual Expenditures for High Needs Students in Learning Continuity Plan</b>	\$10,197,620

<b>Funds for High Needs Students</b>	<b>Amount</b>
<b>2021-22 Difference in Projected Funds and Budgeted Expenditures</b>	\$0
<b>2020-21 Difference in Budgeted and Actual Expenditures</b>	\$-728,442

<b>Required Prompts(s)</b>	<b>Response(s)</b>
<b>Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).</b>	Budgeted items not in the LCAP include classroom teachers, office staff, campus supervisors, and administration's salaries and benefits: stipends, extra hours, Special Education costs, facilities, maintenance, operations, transportation, custodial staffing, materials, counseling services and other related COVID-19 supports for student teaching and learning. All utilities, core textbooks and materials, and contracted repairs/leases. Contracts for technology services and software programs that support the district operations, including but not limited to the financial system, the student

	information system, library system, and educational data, are paid by non-LCAP funding.
<b>The total actual expenditures for actions and services to increase or improve services for high needs students in 2020-21 is less than the total budgeted expenditures for those planned actions and services. Briefly describe how this difference impacted the actions and services and the overall increased or improved services for high needs students in 2020-21.</b>	Due to COVID-19, Ventura County Schools continued to support distance learning in the fall of the 2020/21. As a result of continued closure for in-person instruction, the expected actions for the 2020/21 LCAP-LCP are less than the actual expenditures in order to address the needs our high needs student groups. Principally directed, increased, or improved services included technology support, professional learning for staff to support high needs disconnected students for in person and distance learning. Classified and support staff extended hours for extended emotional, academic, and nutritional needs. Additionally Rio School District provided services to high needs students and fully utilized COVID-19 ESSER funds.



# LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Rio Elementary School District

CDS Code: 56725610000000

School Year: 2021-22

LEA contact information:

John Puglisi

Superintendent

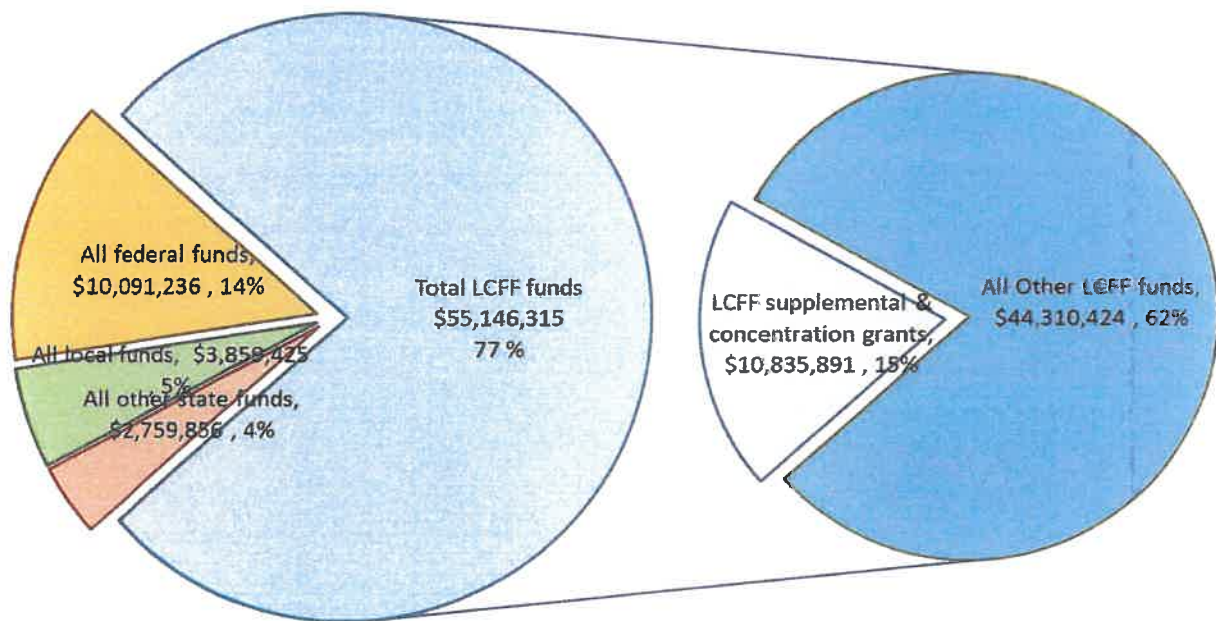
[jpuglisi@rio.k12.ca.us](mailto:jpuglisi@rio.k12.ca.us)

(805) 485-3111

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2021-22 School Year

### Projected Revenue by Fund Source



This chart shows the total general purpose revenue Rio Elementary School District expects to receive in the coming year from all sources.

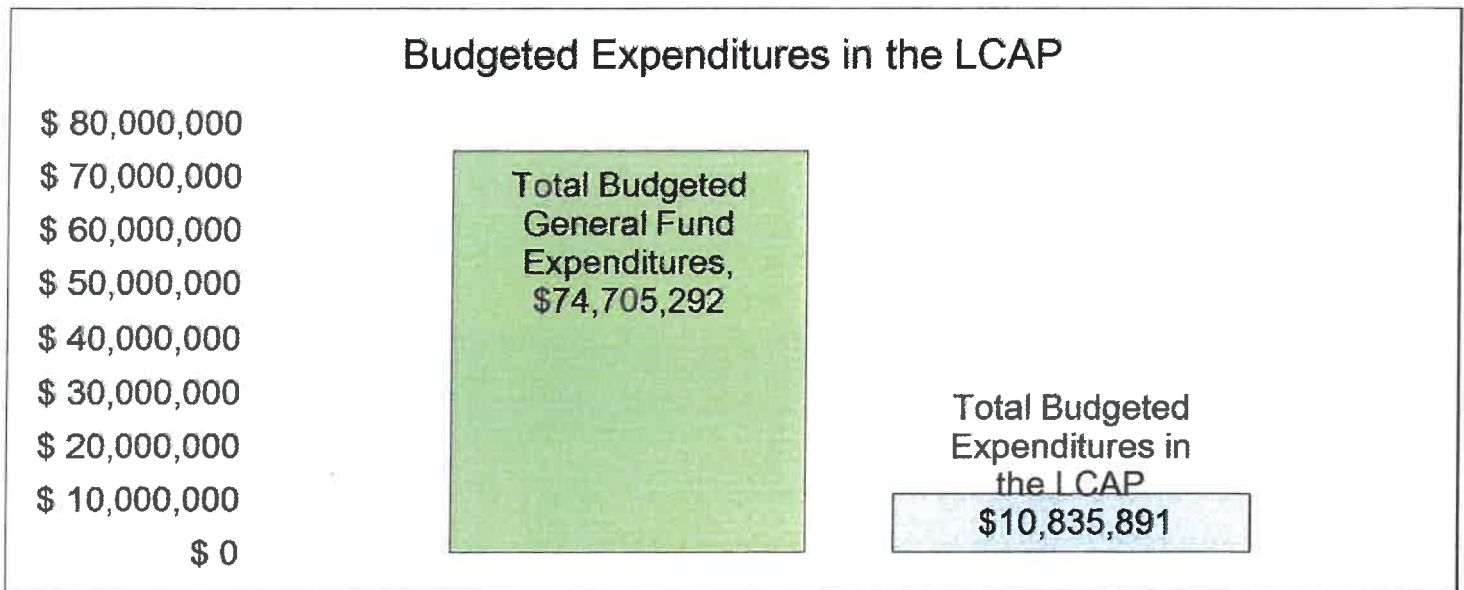
The total revenue projected for Rio Elementary School District is \$71,856,832, of which \$55,146,315 is Local Control Funding Formula (LCFF), \$2,759,856 is other state funds, \$3,859,425 is local funds, and

\$10,091,236 is federal funds. Of the \$55,146,315 in LCFF Funds, \$10,835,891 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).



# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Rio Elementary School District plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Rio Elementary School District plans to spend \$74,705,292 for the 2021-22 school year. Of that amount, \$10,835,891 is tied to actions/services in the LCAP and \$63,869,401 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

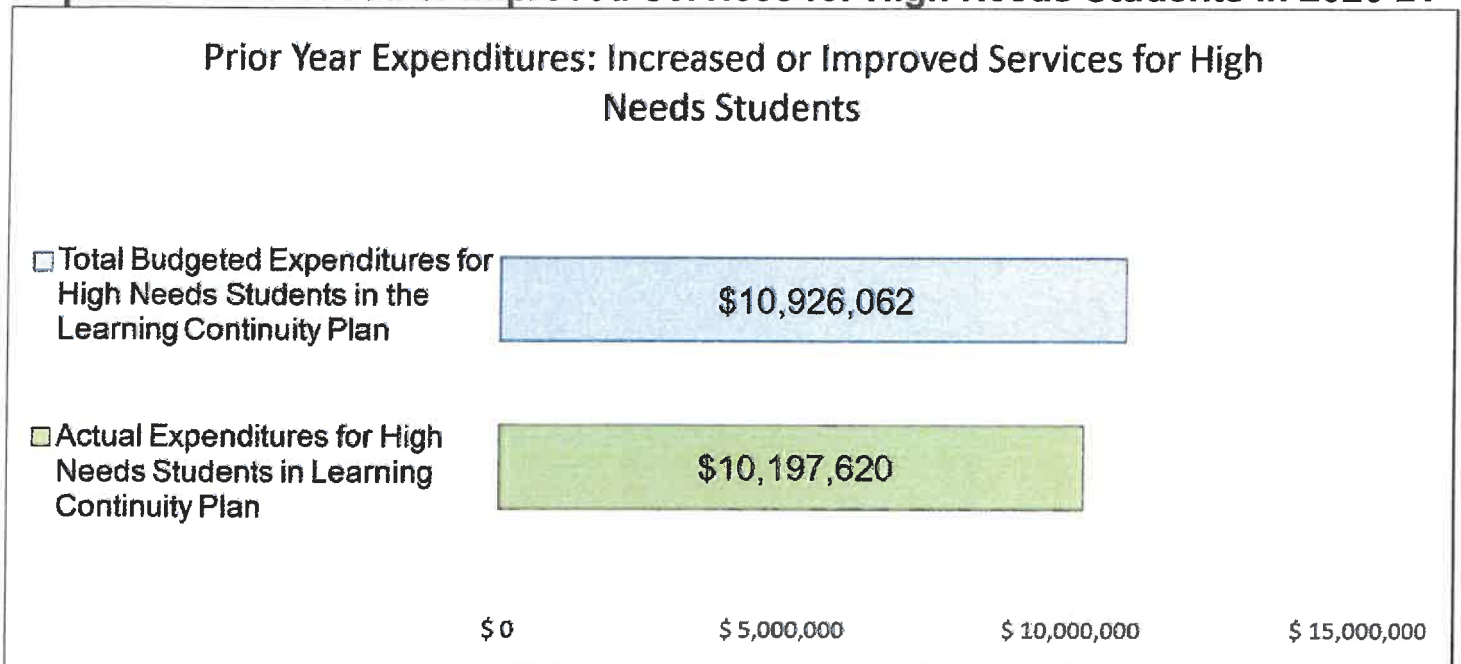
Budgeted items not in the LCAP include classroom teachers, office staff, campus supervisors, and administration's salaries and benefits: stipends, extra hours, Special Education costs, facilities, maintenance, operations, transportation, custodial staffing, materials, counseling services and other related COVID-19 supports for student teaching and learning. All utilities, core textbooks and materials, and contracted repairs/leases. Contracts for technology services and software programs that support the district operations, including but not limited to the financial system, the student information system, library system, and educational data, are paid by non-LCAP funding.

## Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Rio Elementary School District is projecting it will receive \$10,835,891 based on the enrollment of foster youth, English learner, and low-income students. Rio Elementary School District must describe how it intends to increase or improve services for high needs students in the LCAP. Rio Elementary School District plans to spend \$10,835,891 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2020-21



This chart compares what Rio Elementary School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Rio Elementary School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020-21, Rio Elementary School District's Learning Continuity Plan budgeted \$10,926,062 for planned actions to increase or improve services for high needs students. Rio Elementary School District actually spent \$10,197,620 for actions to increase or improve services for high needs students in 2020-21.

Due to COVID-19, Ventura County Schools continued to support distance learning in the fall of the 2020/21. As a result of continued closure for in-person instruction, the expected actions for the 2020/21 LCAP-LCP are less than the actual expenditures in order to address the needs our high needs student groups. Principally directed, increased, or improved services included technology support, professional learning for staff to support high needs disconnected students for in person and distance learning. Classified and support staff extended hours for extended emotional, academic, and nutritional needs. Additionally Rio School District provided services to high needs students and fully utilized COVID-19 ESSER funds.

9.17





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.17 Adopted Budget for 2021/2022
Access	Public
Type	Action
Budget Source	All District Funds
Recommended Action	Staff recommends approval of the Adopted Budget for 2021/2022
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <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 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:  
The Rio School District must adopt a budget by July 1 of every year to allow for payments of any liabilities and expenditures, such as salaries, supplies and services. The attached documents represent the District's proposed 2021-22 budget.

As required by law, a public hearing for the 2021-22 budget was held on June 9, 2021. At that meeting, no public comment was given.

This is the link: [Budget Adoption Presentation](#) to the presentation of the proposed budget presented by Assistant Superintendent Wael Saleh during the June 9, 2021 Board Meeting.

The following State Accounting Software forms are considered to be part of Rio School District's 2021-22 budget.

CB	Budget Certification	350	County School Facility Fund
CC	Workers' Compensation Certification	490	Capital Project Fund for Blended Projects
TC	Table of Contents	510	Bond Interest and Redemption
010	General Fund	510A	Bond Indebtedness
130	Child Nutrition Services Fund	520	Debt Service Fund - CFD
140	Deferred Maintenance Fund	ADA	Average Daily Attendance
200	Special Reserve for Retiree Benefits	MYP	Multi Year Projection
210	Building Fund	CS	Criteria and Standards
250	Capital Facilities Fund		



This report has been available for review since May 28, 2021 at the Rio School District office located at 1800 Solar Drive, 3rd Floor, Oxnard, CA and on the Rio School District website.

21-22 Adopted Budget Combined.pdf (6,041 KB)

21-22 CASH FLOW (1).pdf (148 KB)

Budget Summary- GF (1).pdf (835 KB)

NOTICE OF PUBLIC HEARING of BUDGET June 9, 2021.pdf (429 KB)

**Administrative Content**

**Executive Content**





**RIO SCHOOL DISTRICT**  
**GENERAL FUND SUMMARY (FUND 01)**  
**REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE**  
**2021-22 Budget Adoption**

	Unrestricted	Special Education	Categorical Programs	Total
<b>A) REVENUES</b>				
LCFF- Base Grant	\$44,310,424	\$0	\$0	\$44,310,424
LCFF- Supplemental/Concentration Grant	10,835,891	0	0	10,835,891
Federal Revenues	0	1,047,600	9,043,636	10,091,236
Other State Revenues	1,150,100	0	1,429,756	2,579,856
Local Revenues	990,354	2,869,071	0	3,859,425
<b>TOTAL REVENUES</b>	<b>\$57,286,769</b>	<b>\$3,916,671</b>	<b>\$10,473,392</b>	<b>\$71,676,832</b>
<b>B) EXPENDITURES</b>				
Certificated Salaries	\$22,566,088	\$2,928,286	\$198,951	\$25,693,325
Classified Salaries	5,955,688	1,966,676	1,691,429	9,613,793
Employee Benefits	13,248,899	2,209,725	878,812	16,337,436
Books and Supplies	1,891,462	59,570	12,492,034	14,443,066
Services and Operating Expenses	4,240,232	2,245,122	1,398,097	7,883,451
Capital Outlay	87,868	0	3,835	91,703
Other Outgo	1,425,259	0	0	1,425,259
Direct Support/Indirect Costs	(533,441)	0	190,311	(343,130)
<b>TOTAL EXPENDITURES</b>	<b>\$48,882,055</b>	<b>\$9,409,379</b>	<b>\$16,853,469</b>	<b>\$75,144,903</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES</b>				
<b>C) AND USES</b>	<b>\$8,404,714</b>	<b>(\$5,492,708)</b>	<b>(\$6,380,077)</b>	<b>(\$3,468,071)</b>
<b>D) OTHER FINANCING SOURCES/USES</b>				
Interfund Transfer In	\$176,317	\$0	\$0	\$176,317
Interfund Transfer Out	\$0	0	0	0
Other Sources	104,988	0	0	104,988
Contributions/Flexibility Transfers	(7,736,323)	5,492,708	2,243,615	0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>(\$7,455,018)</b>	<b>\$5,492,708</b>	<b>\$2,243,615</b>	<b>\$281,305</b>
<b>E) NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$949,696</b>	<b>\$0</b>	<b>(\$4,136,462)</b>	<b>(\$3,186,766)</b>
<b>F) BEGINNING FUND BALANCE</b>	<b>\$5,627,518</b>	<b>\$0</b>	<b>\$4,516,062</b>	<b>\$10,143,580</b>
<b>G) ENDING FUND BALANCE</b>	<b>\$6,577,214</b>	<b>\$0</b>	<b>\$379,600</b>	<b>\$6,956,814</b>
	Unrestricted	Special Education	Categorical Programs	Total
<b>H) COMPONENTS OF ENDING FUND BALANCE</b>				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	728,442	0	379,600	1,108,042
<b>Total Designations</b>	<b>\$758,442</b>	<b>\$0</b>	<b>\$379,600</b>	<b>\$1,138,042</b>
b) Reserve:				
State Mandated Reserve (3%)	\$2,241,159	\$0	\$0	\$2,241,159
Unassigned Reserve	3,577,613	0	0	3,577,613
<b>Total Reserve (\$)</b>	<b>\$5,818,772</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,818,772</b>
<b>Total Reserve (%)</b>	<b>7.74%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>7.74%</b>
<b>ENDING FUND BALANCE (a + b)</b>	<b>\$6,577,214</b>	<b>\$0</b>	<b>\$379,600</b>	<b>\$6,956,815</b>



**Rio School District  
2021-22 Budget Adoption  
Multi-Year Projection Assumptions**

<b>Assumption</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
<b>Revenues:</b>			
Projected Average Daily Attendance (ADA)	4995	4908	4867
Funded ADA *	5129	4995	4908
Cost of Living Adjustments	5.07%	2.48%	3.11%
LCFF Calculator	FCMAT	FCMAT	FCMAT
LCFF Gap Funding Percentage			
One Time Funds	\$ 7,572,605	-	-
Restricted Lottery Revenues	49.00	49.00	49.00
Unrestricted Lottery	\$150/ADA	\$150/ADA	\$150/ADA
Carryovers from Prior Year	None	None	None
<b>Expenditures:</b>			
Step and Column Adjustments	Actual Cost	1.50%	1.50%
Salary Increases/Settlements	None	None	None
Classroom Teachers Changes	6 FTEs less	None	None
Classified Staffing Changes	None	None	None
Administrator Staffing Changes	None	None	None
STRS	16.92%	19.10%	19.10%
PERS	22.91%	26.10%	27.10%
Cost of Health Increase	Actual Cost	5%	5%
One Time Expenditures Budget	11,709,061	11,709,061	11,709,061
Utilities	No Change	5%	5%

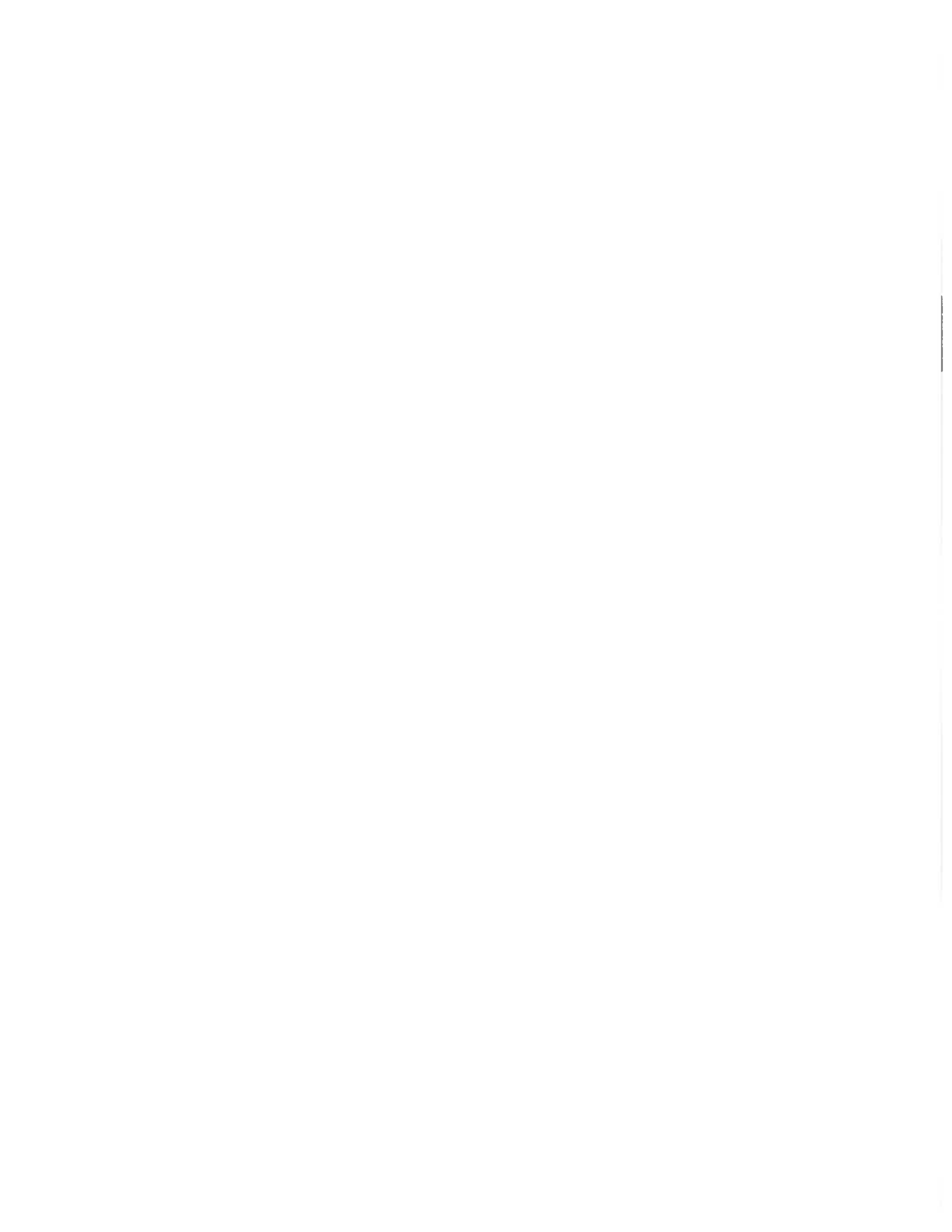


**Rio School District  
Multi-Year Projections  
2021-22 Budget Adoption**

Description	2021-22 Budget Adoption	2022-23	2023-24
<b>Funded Average Daily Attendance</b>	5,129	4,995	4,867
<b>A Revenues and Other Financing Sources:</b>			
1 LCFF: Base Grant	\$44,310,424	\$43,935,703	\$44,547,957
LCFF: Supp/Concent	10,835,891	10,205,825	9,705,664
2 Federal Revenues	10,091,236	2,518,631	2,518,631
3 Other State Revenues	2,579,856	2,615,314	2,660,882
4 Other Local Revenues	3,859,425	3,859,425	3,859,425
5 Other Financing Sources	-	-	-
<b>6 Transfer in from Other Funds</b>	<b>281,305</b>	<b>107,088</b>	<b>109,229</b>
<b>7 Total Revenues and Other Financing Sources</b>	<b>71,958,137</b>	<b>63,241,986</b>	<b>63,401,789</b>
<b>B Expenditures and Other Financing uses:</b>			
1 Certificated Salaries			
a. Base Salaries	25,693,325	25,693,325	26,078,725
b. Projected Step and Column Adjustment	0	385,400	391,181
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments/ Increases Due to Increase in B	-	-	-
e. Total Certificated Salaries	25,693,325	26,078,725	26,469,906
2 Classified Salaries			
a. Base Salaries	9,613,793	9,613,793	9,758,000
b. Projected Step and Column Adjustment	-	144,207	146,370
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	-	-
e. Total Classified Salaries	9,613,793	9,758,000	9,904,370
3 Employee Benefits:			
a. STRS	4,128,253	4,481,717	5,055,752
b. PERS	2,250,995	2,546,838	2,684,084
c. FICA and Medicare	1,118,789	1,124,629	1,141,498
d. Health and Welfare	6,451,568	6,954,146	7,301,854
e. Unemployment	401,418	440,792	447,404
f. Worker Comp	702,985	713,147	723,844
g. Retiree Benefits	1,243,428	1,262,079	1,281,011
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	40,000	40,000	-
j. Total Benefits	16,337,436	17,563,348	18,635,447
4 Books and Supplies	14,443,066	3,113,605	2,734,005
5 Services and Other Operating Expenditures	7,883,451	7,932,901	7,984,679
6 Capital Outlay	91,703	91,703	91,703
7 Other outgo	1,425,259	1,425,259	1,425,259
8 Indirect costs	(343,130)	(343,130)	(343,130)
9 Other Financing Uses	-	-	-
<b>10 Proposed Budget Cuts</b>	<b>-</b>	<b>-</b>	<b>-</b>
11 Budget Savings Due to Increased One Time Funds	-	(832,000)	(832,000)
<b>12 Total Expenditures and Financing Uses</b>	<b>75,144,903</b>	<b>64,788,411</b>	<b>66,070,238</b>
<b>C Net Increase (Decrease) in Fund Balance</b>	<b>(\$3,186,766)</b>	<b>(\$1,546,425)</b>	<b>(\$2,668,449)</b>
<b>D Fund Balance</b>			
1 Net Beginning Balance	10,143,580	6,956,814	5,410,389
<b>Total Components of Ending Fund Balance</b>	<b>\$6,956,814</b>	<b>\$5,410,389</b>	<b>\$2,741,940</b>
<b>E Available Reserves- Unrestricted Only</b>			
General Fund:			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	1,108,042	0	0
Designated for Economic Uncertainties	2,254,347	1,943,652	1,982,107
Undesignated/ Unappropriated Amount	3,564,425	2,708,295	1,391
<b>Total Available Reserve - by Amount</b>	<b>\$6,956,814</b>	<b>4,681,947</b>	<b>2,013,498</b>
<b>Total Available Reserve - by Percent</b>	<b>7.74%</b>	<b>7.18%</b>	<b>3.00%</b>



	Description	2021-22 Budget Adoption	2022-23	2023-24
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
	1 LCFF: Base	\$44,310,424	\$43,935,703	\$44,547,957
	LCFF: Supp/Conc	10,835,891	10,205,825	9,705,664
	2 Federal Revenues	-	-	-
	3 Other State Revenues	1,150,100	1,150,100	1,150,100
	4 Other Local Revenues	990,354	990,354	990,354
	5 Other Financing Sources	(7,736,323)	(8,069,703)	(8,252,135)
	6 Transfer In	281,304.90	107,088	109,229
	<b>7 Total Revenues and Other Financing Sources</b>	<b>\$49,831,751</b>	<b>\$ 48,319,367</b>	<b>48,251,169</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
	1 Certificated Salaries			
	a. Base Salaries	\$22,566,088	22,566,088	22,904,579
	b. Projected Step and Column Adjustment	-	338,491	343,569
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments/ Increases Due to Increase in Enrollment	-	-	-
	e. Total Certificated Salaries	22,566,088	22,904,579	23,248,148
	2 Classified Salaries			
	a. Base Salaries	5,955,688	5,955,688	6,045,023
	b. Projected Step and Column Adjustment	-	89,335	90,675
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	5,955,688	6,045,023	6,135,699
	3 Employee Benefits:			
	a. STRS	3,630,795	3,875,455	4,440,396
	b. PERS	1,381,919	1,577,751	1,662,774
	c. FICA and Medicare	785,804	794,561	806,479
	d. Health and Welfare	5,453,659	5,906,342	6,201,659
	e. Unemployment	323,329	356,080	361,421
	f. Worker Comp	567,899	576,094	584,736
	g. Retiree Benefits	1,065,494	1,081,476	1,097,699
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	40,000	40,000	-
	j. Total Benefits	13,248,899	14,207,759	15,155,164
	4 Books and Supplies	1,891,462	1,891,462	1,891,462
	5 Services and Other Operating Expenditures	4,240,232	4,289,682	4,341,460
	6 Capital Outlay	87,868	87,868	87,868
	7 Other outgo	1,425,259	1,425,259	1,425,259
	8 Indirect costs	(533,441)	(533,441)	(533,441)
	9 Other Financing Uses	-	-	-
	<b>10 Proposed Budget Cuts</b>	-	-	-
	11 Budget Savings Due to Increased One Time Funds	-	(832,000)	(832,000)
	<b>11 Total Expenditures and Financing Uses</b>	<b>48,882,055</b>	<b>49,486,192</b>	<b>50,919,618</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>949,696</b>	<b>(1,166,825)</b>	<b>(2,668,449)</b>
<b>D</b>	<b>Fund Balance</b>			
	1 Net Beginning Balance	5,627,518	6,577,214	5,410,389
	Adjustment to Beginning Balance	-	-	-
	<b>e. Total Components of Ending Fund Balance</b>	<b>6,577,214</b>	<b>5,410,389</b>	<b>2,741,940</b>
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
	Revolving Cash/Stores	30,000	30,000	30,000
	Legally Restricted/Carryover	728,442	728,442	728,442.03
	Designated for Economic Uncertainties	2,254,347	1,943,652	1,982,107
	Undesignated/ Unappropriated Amount	3,564,425	2,708,295	1,391
	<b>Total Available</b>	<b>6,577,214</b>	<b>\$5,410,389</b>	<b>2,741,940</b>
	Total Available Reserve - by Percent	7.74%	7.18%	3.00%





		2021-22 Budget Adoption	2022-23	2023-24
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	10,091,236	2,518,631	2,518,631
3	Other State Revenues	1,429,756	1,465,214	1,510,782
4	Other Local Revenues	2,869,071	2,869,071	2,869,071
5	Other Financing Sources	7,736,323	8,069,703	8,252,135
6	<b>Total Revenues and Other Financing Sources</b>	<b>\$22,126,386</b>	<b>14,922,619</b>	<b>15,150,619</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
1	Certificated Salaries			
a.	Base Salaries	3,127,237	3,127,237	3,174,146
b.	Projected Step and Column Adjustment	-	46,909	47,612
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments/ Increases Due to Increa	-	-	-
e.	Total Certificated Salaries	3,127,237	3,174,146	3,221,758
2	Classified Salaries			
a.	Base Salaries	3,658,105	3,658,105	3,712,977
b.	Projected Step and Column Adjustment	-	54,872	55,695
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	-	-
e.	Total Classified Salaries	3,658,105	3,712,977	3,768,671
3	Employee Benefits:			
a.	STRS	497,458	606,262	615,356
b.	PERS	869,076	969,087	1,021,310
c.	FICA and Medicare	332,985	330,068	335,019
d.	Health and Welfare	997,909	1,047,804	1,100,195
e.	Unemployment	78,089	84,712	85,982
f.	Worker Comp	135,086	137,053	139,109
g.	Retiree Benefits	177,934	180,603	183,312
h.	PERS Reduction	-	-	-
i.	Other Benefits	-	-	-
j.	Total Benefits	3,088,537	3,355,589	3,480,282
4	Books and Supplies	12,551,604	1,222,143	842,543
5	Services and Other Operating Expenditures	3,643,219	3,643,219	3,643,219
6	Capital Outlay	3,835	3,835	3,835
7	Other outgo	-	-	-
8	Indirect costs	190,311	190,311	190,311
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	-	-
11	<b>Total Expenditures and Financing Uses</b>	<b>26,262,848</b>	<b>15,302,219</b>	<b>15,150,619</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>(4,136,462)</b>	<b>(379,600)</b>	<b>\$0</b>
<b>D</b>	<b>Fund Balance</b>			
1	Net Beginning Balance	\$4,516,062	\$379,600	\$0
	Adjustment to Beginning Balance	-	-	-
e.	Total Components of Ending Fund Balance	379,600	0	\$0
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	379,600	0	0
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	<b>Total Available</b>	<b>\$379,600</b>	<b>\$0</b>	<b>\$0</b>





PLEASE POST ON FRIDAY, MAY 28, 2021

**RIO SCHOOL DISTRICT  
NOTICE OF PUBLIC HEARING  
2021/22 BUDGET**

**June 9, 2021 6:00 p.m.**

The Governing Board of the Rio School District will hold a Public Hearing to take testimony from the public on the District's budget for the 2021/22 Fiscal Year.

Copies of the 2021/22 Budget report for the Fiscal Year 2021/22 are available at the Rio School District Office located at 1800 Solar Drive, 3<sup>rd</sup> Floor, Oxnard, CA 93030. Office hours are Monday through Friday, 8:00 a.m. to 4:00 p.m. (excluding holidays).

The public hearing will be held during the Governing Board meeting of the Rio School District to be held on Wednesday, June 9, 2021 at 6:00 p.m. via teleconference. Please call 805-485-3111, Ext. 2130 for the call-in number.



10.2





**Agenda Item Details**

Meeting Jun 30, 2021 - RSD Regular Board Meeting  
Category 10. Consent  
Subject 10.2 Approval of the Minutes of the Regular Board Meeting of June 9, 2021  
Access Public  
Type Minutes

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**







**Rio School District  
Minutes  
Regular Board Meeting  
May 19, 2021  
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, Kristine Anderson

**1. Open Session 5:00 p.m.**

1.1 Call to Order

President Bautista called the meeting to order at 5:00 p.m.

1.2 Pledge of Allegiance

President Bautista led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

**2. Approval of the Agenda**

2.1 Agenda Correction, Additions, Modifications

Trustee Torres tabled items 10.7 Approval of the Salary Increase for Unrepresented Employee Groups FY 2020/2021 and item 10.8 Approval of the 2020/2021 Salary Increase - Superintendent, to the next regularly scheduled meeting. Trustee Anderson pulled for discussion and action items: 11.19 Approval of Agreement from the Ventura County Sheriff's Department for a School Resource Officer at Rio Del Valle for 2021/2022., 11.27 Approval of Youth Truth Renewal Contract for 2021/2022, 2022/2023, 2023/2024 School Year and Item 11.28 Approval of renewing Story Maker 3D animation software site licenses and support for 2021-2022

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as amended.

**Motion by Eleanor Torres, second by Kristine Anderson.  
Final Resolution: Motion Carries**

## 6.2 Rio School District Proposal for a Successor Agreement for the 2021/2022 School Year with the California School Employee's Association

The public hearing was opened at 7:02 p.m. as there were no public speakers the public hearing was closed at 7:02 p.m.

## 6.3 Public Hearing for the Local Control and Accountability Plan (LCAP) Plan FY 2021 thru 2024.

The public hearing was opened at 7:03 p.m. Mr. Oscar Hernandez, Assistant Superintendent of Education Services reported the Local Control and Accountability Plan (LCAP) Plan FY 2021 thru 2024. The Governing Board asked questions and discussion followed. The public hearing was closed at 7:10 p.m.

## 6.4 Public Hearing for the 2021/2022 Budget Report

The public hearing was opened at 7:10 p.m., Mr. Wael Saleh presented the 2021/2022 Budget Report. Discussion followed. The public hearing was closed at 7:40 p.m.

## **7. Recognitions**

### 7.1 Years of Service and Retirement Awards

Ms. Rebecca Rocha, Director of Human Resources, presented Years of Service and Retirement Awards.

## **8. Communications**

### 8.1 Acknowledgement of Correspondence to the Board

Trustee Armas and Martinez-Cortes acknowledged emails that had been sent to the board.

### 8.2 Board Member Reports

Board member reports were heard from Trustee Torres.

### 8.3 Organizational Reports-RTA/CSEA/Other

Organizational Reports were heard from Marisela Valdez, President of Rio Teachers' Association.

### 8.4 Superintendent Report

Superintendent Puglisi presented the End of Year and Summer 2021 Update.

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

Staff recommends approval of the Spanish Course Description for Social Science for Grades 6, 7 and 8th.

Staff recommends approval of the Social Science 6- Spanish Course Description

Motion by Cassandra Bautista, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.4 Approval of the Revised Academic Calendar for 2021/2022 and 2022/2023

Staff recommends approval of the Revised Academic Calendar for 2021/2022 and 2022/2023

Staff recommends approval of the Revised Academic Calendar for 2021/2022 school year.

Motion by Cassandra Bautista, 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 Child Nutrition and Farm to School Coordinator Job Description

Staff recommends approval of the Child Nutrition and Farm to School Coordinator Job Description.

Staff recommends approval of the Child Nutrition and Farm to School Coordinator Job Description.

Motion by Edith Martinez-Cortes, second NONE.

10.6 Approval of the Coaching Contract with School Services of California School Services

Staff recommends approval of the Coaching Contract with School Services of California School Services.

Staff recommends approval of the Coaching Contract with School Services of California School Services

Motion by Cassandra Bautista, second by Kristine Anderson.

Final Resolution: Motion Carries

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

10.7 Approval of the Salary Increase for Unrepresented Employee Groups FY 2020/2021

This item was tabled.

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

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

Not Present at Vote: Linda Armas

11.2 Minutes of the Regular Board Meeting of May 19, 2020

11.3 Approval of the Donation Report

11.4 Approval of the June Personnel Report

11.5 Approval of California Department of Food and Agriculture Grant Agreement to work with communities to connect kids to healthy food in school

11.7 Authorization of Teaching Assignment-Speech and Hearing Therapy Services

11.8 Ratification of the Commercial Warrant for May 6, 2021 through May 21, 2021.

11.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo for the period September 1, 2021 through August 31, 2022

11.10 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2021/2022 fiscal year..

11.11 Approval of Contract with SAGE Realty Group for July 1, 2021 - June 30, 2022 for Consulting Services

11.12 Approval of the Certification of Signatures fiscal year 2021/2022

11.13 Blanket Resolution No. 20/21-58 Regarding Appropriation Transfers for 2021/2022 fiscal year

11.14 Approval of Resolution 21/22-60 Regarding Temporary Loans Between District Funds for Fiscal Year 2021-2022

11.15 Approval of Amendment #5 from Balfour Beatty Construction for Project Management/Construction Management Services for the period July 1, 2021 through December 31, 2022.

11.16 Approval of the Agreement for Bond and Disclosure Counsel Services between RSD and Parker and Covert for the 2021/2022 fiscal year.

11.17 Approval of proposal by David Taussig & Associates, Inc. for Special Tax Administration Services for 2021-2022.

11.18 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2021/2022

11.37 Approval of Change No. 1 from Taft Electric Company for the installation of a cooper hardware phone line at Rio Del Valle, Project No. 21-03L

**12. Organizational Business**

12.1 Future Items for Discussion

There were not items.

The Governing Board adjourned into closed session at 9:57 p.m.

12.2 Future Meeting Dates: June 30, 2021

**13. Adjournment**

13.1 Adjournment

The Governing Board reconvened from closed session at 10:25 p.m. There was no report out of closed session.

President Bautista adjourned the meeting at 10:06 P.M.

**Approved on this 30th day of June, 2021.**

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John Puglisi, Ph.D., Secretary

Date

---

Eleanor Torres, Clerk of the Board

Date



10.3





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Minutes of the Special Board Meeting of June 21, 2021
Access	Public
Type	Action (Consent), Minutes

**Public Content**

Speaker:

Rationale:

**Administrative Content****Executive Content**

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





**Rio School District  
Minutes  
Special Board Meeting  
June 21, 2021  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 4:00 p.m.**

**Members present**

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

**1. Preliminary Business**

1.1 Call to Order-4:00 p.m

President Bautista called the meeting to order at 4:00 p.m.

1.2 Pledge of Allegiance

President Bautista led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, all present.

**2. Approval of the Agenda**

2.1 Agenda corrections, additions, and modifications.

There were no corrections or modifications to the agenda.

2.2 Approval of the Agenda

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

**3. Public Comments/Closed Session**

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

There were no public comments.

President Bautista adjourned the meeting into closed session at 4:03 p.m.

**4. Closed Session**

4.1 Public Employee Performance Evaluation [Government Code 54957] Title:  
Superintendent's Evaluation

**5. Open Session**

President Bautista opened the meeting into open session at 5:10 p.m.

President Bautista reported no action was taken in closed session.

**6. Adjournment**

6.1 Adjournment

President Bautista adjourned the meeting at 5:10 p.m.

**Approved on this 30<sup>th</sup> day of June, 2021.**

\_\_\_\_\_  
John Puglisi, Ph.D., Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eleanor Torres, Clerk of the Board

\_\_\_\_\_  
Date

10.4





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Ratification of the Commercial Warrant for May 22, 2021 through June 17, 2021.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,511,196.07
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period May 22, 2021 through June 17, 2021.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent

#### Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,511,196.07 which includes processing payments for all funds of the District in the following amounts for the period May 22, 2021 through June 17, 2021.

Fund 010	General Fund	\$1,481,183.23
Fund 130	Cafeteria Fund	\$349,179.76
Fund 212	Building Fund Measure L	\$427,215.81
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$89,618.47
Fund 490	Capital Projects Fund for Blen	\$164,292.63
Less Unpaid Tax Liability		<u>-\$293.83</u>
Total:		\$2,511,196.07

[Commercial Warrant for June 2021.pdf \(77 KB\)](#)

### Administrative Content

### Executive Content





## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040849	05/24/2021	Terrazas, Stefanie R	010	162.39	
5009040850	05/24/2021	Vazquez, Sarah E	010	1,000.00	
5009040851	05/24/2021	Preciado, Sheryl	010	31.36	
5009040852	05/24/2021	4ALLPROMOS	010	606.36	
5009040853	05/24/2021	BARON INDUSTRIES	010	179.02	
5009040854	05/24/2021	Bertrands Music (Pedersens)	010	5,133.47	
5009040855	05/24/2021	Center Glass Co	010	618.00	
5009040856	05/24/2021	Ewing Irrigation Products Inc	010	19.77	
5009040857	05/24/2021	GIBBS INTERNATIONAL	010	650.56	
5009040858	05/24/2021	Green Thumb Nursery	010	562.56	
5009040859	05/24/2021	HOME DEPOT CREDIT SERVICES	010	1,099.45	
5009040860	05/24/2021	IXL Learning	010	11,383.00	
5009040861	05/24/2021	MARFER INK, LLC	010	1,472.14	
5009040862	05/24/2021	Mark It Place	010	387.82	
5009040863	05/24/2021	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009040864	05/24/2021	Myers, Widders, Gibson, Jones	010	6,455.38	
5009040866	05/24/2021	Paper Mart	010	765.85	
5009040867	05/24/2021	PAR Inc	010	105.60	
5009040869	05/24/2021	DEPT OF INDUSTRIAL RELATIONS PAYMENT PROCESSING CENTER	010	125.00	
5009040870	05/24/2021	Crown Castle	010	1,946.25	
5009040871	05/24/2021	TELCOM, INC	010	2,693.36	
5009040872	05/24/2021	Timbre Books	010	360.53	
5009040873	05/24/2021	USI Education & Government Sales	010	1,693.32	
5009040874	05/24/2021	YAMA LAWNMOWER REPAIR	010	54.49	
5009040875	05/25/2021	Diane DeLaurantis	010	1,100.00	
5009040876	05/25/2021	LAKESHORE	010	1,183.96	
5009040877	05/25/2021	Nee Quaison Sackey	010	1,100.00	
5009040878	05/25/2021	Steve Sunnarborg	010	2,787.50	
5009040879	05/25/2021	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010	1,984.00	
5009040880	05/25/2021	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010	1,331.00	
5009040881	05/25/2021	Ventura County Office of Education Business	010	772.20	
5009040883	05/27/2021	AMAZON CAPITAL SERVICES	010	18,299.20	
5009040886	05/27/2021	Tax Deferred Services Corporate Office Suite 209	010	91,735.00	
5009040888	05/28/2021	Vasquez, Carmen	010	103.56	
5009040889	05/28/2021	Hernandez, Maria M	010	87.38	
5009040890	05/28/2021	Lopez, Mairely	010	296.83	
5009040891	05/28/2021	Hudson, Leslie	010	47.37	
5009040892	05/28/2021	Rojas, Esmeralda V	010	303.83	
5009040893	05/28/2021	Godoy, Carlo	010	399.00	
5009040894	05/28/2021	Abundance Internet Inc.	010	500.00	
5009040895	05/28/2021	All Languages Interpreting	010	500.00	
5009040896	05/28/2021	AXIOM, INC.	010	5,400.00	

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.

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040897	05/28/2021	Bertrands Music (Pedersens)	010	2,272.99	
5009040898	05/28/2021	BRAINPOP LLC	010	2,950.00	
5009040899	05/28/2021	CABE	010	225.00	
5009040900	05/28/2021	Children's Therapy Network Inc	010	57.50	
5009040901	05/28/2021	Collaborative Classroom	010	4,900.00	
5009040903	05/28/2021	De Lage Landen Financial Servi ces, Inc.	010	206.48	
5009040904	05/28/2021	Discount School Supply	010	363.93	
5009040905	05/28/2021	Durham School Services	010	788.08	
5009040906	05/28/2021	Ewing Irrigation Products Inc	010	292.20	
5009040907	05/28/2021	FEDEX	010	130.18	
5009040908	05/28/2021	Frontier Communications	010	291.69	
5009040909	05/28/2021	THE GAS COMPANY	010	5,962.74	
5009040910	05/28/2021	Luis Gerardo Guillen	010	620.00	
5009040911	05/28/2021	IDE Corp	010	1,600.00	
5009040913	05/28/2021	KONICA MINOLTA PREMIER FINANCE	010	656.22	
5009040914	05/28/2021	LAKESHORE	010	2,541.05	
5009040915	05/28/2021	MARFER INK, LLC	010	1,248.73	
5009040916	05/28/2021	Pacific Equipment	010	667.90	
5009040917	05/28/2021	Santa Barbara Zoological Gardens	010	500.00	
5009040918	05/28/2021	TIME WARNER CABLE	010	1,499.46	
5009040919	05/28/2021	T-Mobile	010	1.98	
5009040920	05/28/2021	TELCOM, INC	010	2,497.44	
5009040921	06/01/2021	Accelerate learning Inc	010	1,600.00	
5009040922	06/01/2021	AMAZON CAPITAL SERVICES	010	1,540.44	
5009040924	06/01/2021	CUSTOM PRINTING	010	484.88	
5009040925	06/01/2021	EBS HEALTHCARE	010	6,800.00	
5009040926	06/01/2021	GOPHER SPORTS	010	4,751.45	
5009040927	06/01/2021	Haynes Education Center (NPS) Star Academy	010	410.00	
5009040928	06/01/2021	Mutual of Omaha Policyholder Services	010	795.18	
5009040931	06/01/2021	Rally Dog Outfitters	010	803.82	
5009040932	06/01/2021	Scholastic Inc.	010	705.17	
5009040933	06/01/2021	STAR of CA, LLC	010	10,701.92	
5009040934	06/01/2021	Crown Castle	010	2,227.09	
5009040935	06/01/2021	Tammy Van Fleet, PHD, BCBAD	010	675.00	
5009040937	06/01/2021	VENTURA COUNTY APCD	010	623.00	
5009040938	06/03/2021	360 Degree Customer Inc.	010	3,193.60	
5009040939	06/03/2021	Acco Brands USA LLC	010	367.68	
5009040940	06/03/2021	AIRPORT AUTO TECH	010	440.14	
5009040941	06/03/2021	AMAZON CAPITAL SERVICES	010	9,936.49	
5009040942	06/03/2021	Aswell Trophy	010	2,355.76	
5009040943	06/03/2021	Ralph D' Oliveira	010	1,312.50	
5009040944	06/03/2021	Decker Equipment	010	256.20	
5009040945	06/03/2021	Diane DeLaurantis	010	850.00	

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040946	06/03/2021	Durham School Services	010	1,970.20	
5009040947	06/03/2021	Gabby's Creations	010	309.69	
5009040948	06/03/2021	Golden State Alarms, Inc.	010	4,756.48	
5009040949	06/03/2021	Jostens	010	613.69	
5009040951	06/03/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	948.75	
5009040952	06/03/2021	KONICA MINOLTA PREMIER FINANCE	010	1,919.87	
5009040954	06/03/2021	McKinley Elevator Corp.	010	588.00	
5009040955	06/03/2021	MJP COMPUTERS	010	1,000.00	
5009040957	06/03/2021	REPUBLIC ELEVATOR COMPNAY	010	385.00	
5009040958	06/03/2021	Signarama	010	2,137.76	
5009040959	06/03/2021	Crown Castle	010	4,173.34	
5009040960	06/03/2021	U.S. Bank Corporate Payment Systems	010	5,872.42	
5009040961	06/03/2021	VCOE Business	010	19,895.65	
5009040962	06/03/2021	VCOE Business	010	3,928.94	
5009040963	06/03/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	5,632.00	
5009040964	06/03/2021	YAMA LAWNMOWER REPAIR	010	291.86	
5009040965	06/07/2021	Emery, Ryan	010	9.05	
5009040966	06/07/2021	Assistance League School	010	10,350.00	
5009040967	06/07/2021	Aswell Trophy	010	101.60	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	68,228.25	
5009040969	06/07/2021	Bertrands Music (Pedersens)	010	3,849.30	
5009040970	06/07/2021	California Sport Design	010	1,409.37	
5009040971	06/07/2021	CCTC	010	100.00	
5009040972	06/07/2021	C D W GOVERNMENT, INC.	010	3,880.17	
5009040973	06/07/2021	De Lage Landen Financial Services, Inc.	010	206.48	
5009040974	06/07/2021	Diane DeLaurantis	010	2,100.00	
5009040976	06/07/2021	FEDEX	010	31.82	
5009040977	06/07/2021	MARFER INK, LLC	010	5,798.91	
5009040978	06/07/2021	Maxim Healthcare Staffing	010	27,168.00	
5009040979	06/07/2021	Signarama	010	758.39	
5009040980	06/07/2021	SISC FINANCE	010	632,356.10	
5009040983	06/07/2021	TOPPERS PIZZA	010	363.09	
5009040984	06/07/2021	Wireless CCTV LLC	010	3,000.00	
5009040985	06/07/2021	XEROX CORPORATION	010	519.77	
5009040986	06/08/2021	Medina, Diane L	010	59.00	
5009040987	06/08/2021	360 Degree Customer Inc.	010	11,430.40	
5009040988	06/08/2021	Ann Marostica Ransom	010	357.50	
5009040989	06/08/2021	Aswell Trophy	010	856.52	
5009040990	06/08/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010	615.00	
5009040991	06/08/2021	CODESP	010	2,200.00	

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040993	06/08/2021	FunFlicks Inc	010	2,106.48	
5009040994	06/08/2021	Luis Gerardo Guillen	010	780.00	
5009040995	06/08/2021	Maria Laura Hendrix	010	2,287.50	
5009040996	06/08/2021	Homero Chavez	010	992.00	
5009040997	06/08/2021	Live Scan Ventura	010	463.00	
5009040998	06/08/2021	Lynne M Slidders	010	2,362.50	
5009040999	06/08/2021	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	8,132.65	
5009041000	06/08/2021	PARADIGM HEALTHCARE SERVICES	010	878.07	
5009041001	06/08/2021	Sunbelt Rentals	010	102.36	
5009041003	06/08/2021	Dr. Elizabeth Yeager	010	2,006.25	
5009041004	06/14/2021	Valdez, Marisela	010	100.00	
5009041005	06/14/2021	Vazquez, Sarah E	010	360.00	
5009041006	06/14/2021	Ciriani, Evangelina	010	132.48	
5009041007	06/14/2021	360 Degree Customer Inc.	010	57,895.80	
5009041008	06/14/2021	AMAZON CAPITAL SERVICES	010	952.35	
5009041009	06/14/2021	AMERICAN BUILDING COMFORT	010	1,268.20	
5009041011	06/14/2021	Aswell Trophy	010	2,017.05	
5009041013	06/14/2021	BARON INDUSTRIES	010	140.12	
5009041014	06/14/2021	BC Rincon Construction	010	3,236.93	
5009041015	06/14/2021	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010	178,517.12	
5009041017	06/14/2021	Desmos, Inc.	010	19,344.00	
5009041018	06/14/2021	DUDE SOLUTIONS	010	4,941.05	
5009041019	06/14/2021	Fence Factory	010	4,119.90	
5009041020	06/14/2021	FRANKLIN TRUCK PARTS, INC.	010	203.85	
5009041021	06/14/2021	Grainger	010	3,457.72	
5009041022	06/14/2021	GREATAMERICA FINANCIAL SVCS	010	282.96	
5009041023	06/14/2021	House Sanitary Supply	010	5,822.19	
5009041025	06/14/2021	Kimball Midwest	010	282.96	
5009041027	06/14/2021	Lawrence A. Wolf	010	7,497.00	
5009041028	06/14/2021	Learning Priority, Inc	010	4,950.00	
5009041029	06/14/2021	MONTGOMERY HARDWARE CO.	010	7,012.36	
5009041030	06/14/2021	Nee Quaison Sackey	010	1,150.00	
5009041031	06/14/2021	O'Reilly Auto Parts	010	330.01	
5009041032	06/14/2021	PARADISE CHEVROLET	010	3,658.55	
5009041033	06/14/2021	PERMA BOUND	010	4,264.71	
5009041034	06/14/2021	PhySciRA	010	4,000.00	
5009041035	06/14/2021	Pioneer Chemical Co	010	4,680.40	
5009041036	06/14/2021	Platinum tow & Transport	010	240.00	
5009041037	06/14/2021	PRAXAIR DISTRIBUTION INC	010	108.86	
5009041038	06/14/2021	Prom Nite	010	572.39	
5009041039	06/14/2021	SC FUELS	010	6,281.76	
5009041040	06/14/2021	Schaeffer's Spec. Lubricants	010	542.14	
5009041041	06/14/2021	SERVICE PRO-FIRE PROTECTION	010	8,851.00	
5009041042	06/14/2021	Sonitrol	010	22,994.43	

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

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041043	06/14/2021	Southwest School & Office Supply	010	386.31	
5009041044	06/14/2021	Steve Sunnarborg	010	1,250.00	
5009041045	06/14/2021	Super Nature Adventures, LLC	010	8,500.00	
5009041046	06/14/2021	TENNANT SALES AND SERVICE CO.	010	438.10	
5009041047	06/14/2021	The Stepping stones Group, LLC	010	7,300.00	
5009041048	06/14/2021	ULINE	010	476.07	
5009041049	06/14/2021	VCOE Business	010	4,911.18	
5009041051	06/14/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	622.00	
5009041052	06/14/2021	YAMA LAWNMOWER REPAIR	010	107.70	
<b>Total Number of Checks</b>			<b>178</b>	<b>1,481,183.23</b>	
5009040868	05/24/2021	Puretec Industrial Water	130	95.25	
5009040882	05/27/2021	Allied Avocados & Citrus Inc	130	3,791.00	
5009040884	05/27/2021	Driftwood Dairy, Inc.	130	2,860.22	
5009040885	05/27/2021	Laubacher Farms, inc	130	11,944.00	
5009040887	05/27/2021	THE BERRY MAN, INC.	130	6,941.50	
5009040941	06/03/2021	AMAZON CAPITAL SERVICES	130	30.58	
5009040956	06/03/2021	Puretec Industrial Water	130	381.00	
5009040975	06/07/2021	Driftwood Dairy, Inc.	130	56,118.47	
5009040981	06/07/2021	SYSCO VENTURA, INC.	130	180,522.92	
5009041002	06/08/2021	THE BERRY MAN, INC.	130	82,149.66	
5009041021	06/14/2021	Grainger	130	3,185.74	
5009041050	06/14/2021	VENTURA REFRIGERATION SALES & SERVICE	130	1,159.42	
<b>Total Number of Checks</b>			<b>12</b>	<b>349,179.76</b>	
5009040902	05/28/2021	Custom Modular Service Corp	212	77,790.50	
5009040912	05/28/2021	KBZ Architects	212	16,103.50	
5009040923	06/01/2021	BC Rincon Construction	212	98,686.00	
5009040930	06/01/2021	Painting & Decor, Inc.	212	44,496.50	
5009040950	06/03/2021	KBZ Architects	212	200.00	
5009040953	06/03/2021	M/M Mechanical Inc.	212	40,925.00	
5009040955	06/03/2021	MJP COMPUTERS	212	27,257.16	
5009041010	06/14/2021	ARC	212	216.75	
5009041012	06/14/2021	BALFOUR BEATTY CONSTRUCTION	212	40,672.00	
5009041024	06/14/2021	KENCO CONSTRUCTION SERVICES	212	7,840.00	
5009041026	06/14/2021	Kiwitt General Building	212	73,028.40	
<b>Total Number of Checks</b>			<b>11</b>	<b>427,215.81</b>	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	251	3,705.00	
5009040982	06/07/2021	Tetra Tech Divisions	251	22,513.47	
5009041016	06/14/2021	CLASS LEASING, LLC	251	63,400.00	
<b>Total Number of Checks</b>			<b>3</b>	<b>89,618.47</b>	

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**Checks Dated 05/22/2021 through 06/17/2021**

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040865	05/24/2021	Pacific West Communities, Inc	490	7,500.00	
5009040929	06/01/2021	MVC Enterprises, Inc	490	12,825.00	
5009040930	06/01/2021	Painting & Decor, Inc.	490	66,255.00	
5009040936	06/01/2021	Venco Electric	490	74,190.55	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	490	1,852.50	
5009040992	06/08/2021	DTA	490	1,669.58	
<b>Total Number of Checks</b>			<b>6</b>	<b>164,292.63</b>	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	178	1,481,183.23
130	Cafeteria Fund	12	349,179.76
212	Building Fund Measure L	11	427,215.81
251	CAPITAL FACILITIES - RESIDENTI	3	89,618.47
490	Capital Projects Fund for Blen	6	164,292.63
<b>Total Number of Checks</b>		<b>204</b>	<b>2,511,489.90</b>
<b>Less Unpaid Tax Liability</b>			<b>293.83-</b>
<b>Net (Check Amount)</b>			<b>2,511,196.07</b>

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ESCAPE ONLINE

## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040849	05/24/2021	Terrazas, Stefanie R	010	162.39	
5009040850	05/24/2021	Vazquez, Sarah E	010	1,000.00	
5009040851	05/24/2021	Preciado, Sheryl	010	31.36	
5009040852	05/24/2021	4ALLPROMOS	010	606.36	
5009040853	05/24/2021	BARON INDUSTRIES	010	179.02	
5009040854	05/24/2021	Bertrands Music (Pedersens)	010	5,133.47	
5009040855	05/24/2021	Center Glass Co	010	618.00	
5009040856	05/24/2021	Ewing Irrigation Products Inc	010	19.77	
5009040857	05/24/2021	GIBBS INTERNATIONAL	010	650.56	
5009040858	05/24/2021	Green Thumb Nursery	010	562.56	
5009040859	05/24/2021	HOME DEPOT CREDIT SERVICES	010	1,099.45	
5009040860	05/24/2021	IXL Learning	010	11,383.00	
5009040861	05/24/2021	MARFER INK, LLC	010	1,472.14	
5009040862	05/24/2021	Mark It Place	010	387.82	
5009040863	05/24/2021	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009040864	05/24/2021	Myers, Widders, Gibson, Jones	010	6,455.38	
5009040866	05/24/2021	Paper Mart	010	765.85	
5009040867	05/24/2021	PAR Inc	010	105.60	
5009040869	05/24/2021	DEPT OF INDUSTRIAL RELATIONS PAYMENT PROCESSING CENTER	010	125.00	
5009040870	05/24/2021	Crown Castle	010	1,946.25	
5009040871	05/24/2021	TELCOM, INC	010	2,693.36	
5009040872	05/24/2021	Timbre Books	010	360.53	
5009040873	05/24/2021	USI Education & Government Sales	010	1,693.32	
5009040874	05/24/2021	YAMA LAWNMOWER REPAIR	010	54.49	
5009040875	05/25/2021	Diane DeLaurantis	010	1,100.00	
5009040876	05/25/2021	LAKESHORE	010	1,183.96	
5009040877	05/25/2021	Nee Quaison Sackey	010	1,100.00	
5009040878	05/25/2021	Steve Sunnarborg	010	2,787.50	
5009040879	05/25/2021	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010	1,984.00	
5009040880	05/25/2021	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010	1,331.00	
5009040881	05/25/2021	Ventura County Office of Education Business	010	772.20	
5009040883	05/27/2021	AMAZON CAPITAL SERVICES	010	18,299.20	
5009040886	05/27/2021	Tax Deferred Services Corporate Office Suite 209	010	91,735.00	
5009040888	05/28/2021	Vasquez, Carmen	010	103.56	
5009040889	05/28/2021	Hernandez, Maria M	010	87.38	
5009040890	05/28/2021	Lopez, Mairely	010	296.83	
5009040891	05/28/2021	Hudson, Leslie	010	47.37	
5009040892	05/28/2021	Rojas, Esmeralda V	010	303.83	
5009040893	05/28/2021	Godoy, Carlo	010	399.00	
5009040894	05/28/2021	Abundance Internet Inc.	010	500.00	
5009040895	05/28/2021	All Languages Interpreting	010	500.00	
5009040896	05/28/2021	AXIOM, INC.	010	5,400.00	

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.

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040897	05/28/2021	Bertrands Music (Pedersens)	010	2,272.99	
5009040898	05/28/2021	BRAINPOP LLC	010	2,950.00	
5009040899	05/28/2021	CABE	010	225.00	
5009040900	05/28/2021	Children's Therapy Network Inc	010	57.50	
5009040901	05/28/2021	Collaborative Classroom	010	4,900.00	
5009040903	05/28/2021	De Lage Landen Financial Servi ces, Inc.	010	206.48	
5009040904	05/28/2021	Discount School Supply	010	363.93	
5009040905	05/28/2021	Durham School Services	010	788.08	
5009040906	05/28/2021	Ewing Irrigation Products Inc	010	292.20	
5009040907	05/28/2021	FEDEX	010	130.18	
5009040908	05/28/2021	Frontier Communications	010	291.69	
5009040909	05/28/2021	THE GAS COMPANY	010	5,962.74	
5009040910	05/28/2021	Luis Gerardo Guillen	010	620.00	
5009040911	05/28/2021	IDE Corp	010	1,600.00	
5009040913	05/28/2021	KONICA MINOLTA PREMIER FINANCE	010	656.22	
5009040914	05/28/2021	LAKESHORE	010	2,541.05	
5009040915	05/28/2021	MARFER INK, LLC	010	1,248.73	
5009040916	05/28/2021	Pacific Equipment	010	667.90	
5009040917	05/28/2021	Santa Barbara Zoological Gardens	010	500.00	
5009040918	05/28/2021	TIME WARNER CABLE	010	1,499.46	
5009040919	05/28/2021	T-Mobile	010	1.98	
5009040920	05/28/2021	TELCOM, INC	010	2,497.44	
5009040921	06/01/2021	Accelerate learning Inc	010	1,600.00	
5009040922	06/01/2021	AMAZON CAPITAL SERVICES	010	1,540.44	
5009040924	06/01/2021	CUSTOM PRINTING	010	484.88	
5009040925	06/01/2021	EBS HEALTHCARE	010	6,800.00	
5009040926	06/01/2021	GOPHER SPORTS	010	4,751.45	
5009040927	06/01/2021	Haynes Education Center (NPS) Star Academy	010	410.00	
5009040928	06/01/2021	Mutual of Omaha Policyholder Services	010	795.18	
5009040931	06/01/2021	Rally Dog Outfitters	010	803.82	
5009040932	06/01/2021	Scholastic Inc.	010	705.17	
5009040933	06/01/2021	STAR of CA, LLC	010	10,701.92	
5009040934	06/01/2021	Crown Castle	010	2,227.09	
5009040935	06/01/2021	Tammy Van Fleet, PHD, BCBAD	010	675.00	
5009040937	06/01/2021	VENTURA COUNTY APCD	010	623.00	
5009040938	06/03/2021	360 Degree Customer Inc.	010	3,193.60	
5009040939	06/03/2021	Acco Brands USA LLC	010	367.68	
5009040940	06/03/2021	AIRPORT AUTO TECH	010	440.14	
5009040941	06/03/2021	AMAZON CAPITAL SERVICES	010	9,936.49	
5009040942	06/03/2021	Aswell Trophy	010	2,355.76	
5009040943	06/03/2021	Ralph D' Oliveira	010	1,312.50	
5009040944	06/03/2021	Decker Equipment	010	256.20	
5009040945	06/03/2021	Diane DeLaurantis	010	850.00	

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040946	06/03/2021	Durham School Services	010	1,970.20	
5009040947	06/03/2021	Gabby's Creations	010	309.69	
5009040948	06/03/2021	Golden State Alarms, Inc.	010	4,756.48	
5009040949	06/03/2021	Jostens	010	613.69	
5009040951	06/03/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	948.75	
5009040952	06/03/2021	KONICA MINOLTA PREMIER FINANCE	010	1,919.87	
5009040954	06/03/2021	McKinley Elevator Corp.	010	588.00	
5009040955	06/03/2021	MJP COMPUTERS	010	1,000.00	
5009040957	06/03/2021	REPUBLIC ELEVATOR COMPNAY	010	385.00	
5009040958	06/03/2021	Signarama	010	2,137.76	
5009040959	06/03/2021	Crown Castle	010	4,173.34	
5009040960	06/03/2021	U.S. Bank Corporate Payment Systems	010	5,872.42	
5009040961	06/03/2021	VCOE Business	010	19,895.65	
5009040962	06/03/2021	VCOE Business	010	3,928.94	
5009040963	06/03/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	5,632.00	
5009040964	06/03/2021	YAMA LAWNMOWER REPAIR	010	291.86	
5009040965	06/07/2021	Emery, Ryan	010	9.05	
5009040966	06/07/2021	Assistance League School	010	10,350.00	
5009040967	06/07/2021	Aswell Trophy	010	101.60	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	68,228.25	
5009040969	06/07/2021	Bertrands Music (Pedersens)	010	3,849.30	
5009040970	06/07/2021	California Sport Design	010	1,409.37	
5009040971	06/07/2021	CCTC	010	100.00	
5009040972	06/07/2021	C D W GOVERNMENT, INC.	010	3,880.17	
5009040973	06/07/2021	De Lage Landen Financial Servi ces, Inc.	010	206.48	
5009040974	06/07/2021	Diane DeLaurantis	010	2,100.00	
5009040976	06/07/2021	FEDEX	010	31.82	
5009040977	06/07/2021	MARFER INK, LLC	010	5,798.91	
5009040978	06/07/2021	Maxim Healthcare Staffing	010	27,168.00	
5009040979	06/07/2021	Signarama	010	758.39	
5009040980	06/07/2021	SISC FINANCE	010	632,356.10	
5009040983	06/07/2021	TOPPERS PIZZA	010	363.09	
5009040984	06/07/2021	Wireless CCTV LLC	010	3,000.00	
5009040985	06/07/2021	XEROX CORPORATION	010	519.77	
5009040986	06/08/2021	Medina, Diane L	010	59.00	
5009040987	06/08/2021	360 Degree Customer Inc.	010	11,430.40	
5009040988	06/08/2021	Ann Marostica Ransom	010	357.50	
5009040989	06/08/2021	Aswell Trophy	010	856.52	
5009040990	06/08/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010	615.00	
5009040991	06/08/2021	CODESP	010	2,200.00	

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040993	06/08/2021	FunFlicks Inc	010	2,106.48	
5009040994	06/08/2021	Luis Gerardo Guillen	010	780.00	
5009040995	06/08/2021	Maria Laura Hendrix	010	2,287.50	
5009040996	06/08/2021	Homero Chavez	010	992.00	
5009040997	06/08/2021	Live Scan Ventura	010	463.00	
5009040998	06/08/2021	Lynne M Slidders	010	2,362.50	
5009040999	06/08/2021	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	8,132.65	
5009041000	06/08/2021	PARADIGM HEALTHCARE SERVICES	010	878.07	
5009041001	06/08/2021	Sunbelt Rentals	010	102.36	
5009041003	06/08/2021	Dr. Elizabeth Yeager	010	2,006.25	
5009041004	06/14/2021	Valdez, Marisela	010	100.00	
5009041005	06/14/2021	Vazquez, Sarah E	010	360.00	
5009041006	06/14/2021	Ciriani, Evangelina	010	132.48	
5009041007	06/14/2021	360 Degree Customer Inc.	010	57,895.80	
5009041008	06/14/2021	AMAZON CAPITAL SERVICES	010	952.35	
5009041009	06/14/2021	AMERICAN BUILDING COMFORT	010	1,268.20	
5009041011	06/14/2021	Aswell Trophy	010	2,017.05	
5009041013	06/14/2021	BARON INDUSTRIES	010	140.12	
5009041014	06/14/2021	BC Rincon Construction	010	3,236.93	
5009041015	06/14/2021	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010	178,517.12	
5009041017	06/14/2021	Desmos, Inc.	010	19,344.00	
5009041018	06/14/2021	DUDE SOLUTIONS	010	4,941.05	
5009041019	06/14/2021	Fence Factory	010	4,119.90	
5009041020	06/14/2021	FRANKLIN TRUCK PARTS, INC.	010	203.85	
5009041021	06/14/2021	Grainger	010	3,457.72	
5009041022	06/14/2021	GREATAMERICA FINANCIAL SVCS	010	282.96	
5009041023	06/14/2021	House Sanitary Supply	010	5,822.19	
5009041025	06/14/2021	Kimball Midwest	010	282.96	
5009041027	06/14/2021	Lawrence A. Wolf	010	7,497.00	
5009041028	06/14/2021	Learning Priority, Inc	010	4,950.00	
5009041029	06/14/2021	MONTGOMERY HARDWARE CO.	010	7,012.36	
5009041030	06/14/2021	Nee Quaison Sackey	010	1,150.00	
5009041031	06/14/2021	O'Reilly Auto Parts	010	330.01	
5009041032	06/14/2021	PARADISE CHEVROLET	010	3,658.55	
5009041033	06/14/2021	PERMA BOUND	010	4,264.71	
5009041034	06/14/2021	PhySciRA	010	4,000.00	
5009041035	06/14/2021	Pioneer Chemical Co	010	4,680.40	
5009041036	06/14/2021	Platinum tow & Transport	010	240.00	
5009041037	06/14/2021	PRAXAIR DISTRIBUTION INC	010	108.86	
5009041038	06/14/2021	Prom Nite	010	572.39	
5009041039	06/14/2021	SC FUELS	010	6,281.76	
5009041040	06/14/2021	Schaeffer's Spec. Lubricants	010	542.14	
5009041041	06/14/2021	SERVICE PRO-FIRE PROTECTION	010	8,851.00	
5009041042	06/14/2021	Sonitrol	010	22,994.43	

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## Checks Dated 05/22/2021 through 06/17/2021

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041043	06/14/2021	Southwest School & Office Supply	010	386.31	
5009041044	06/14/2021	Steve Sunnarborg	010	1,250.00	
5009041045	06/14/2021	Super Nature Adventures, LLC	010	8,500.00	
5009041046	06/14/2021	TENNANT SALES AND SERVICE CO.	010	438.10	
5009041047	06/14/2021	The Stepping stones Group, LLC	010	7,300.00	
5009041048	06/14/2021	ULINE	010	476.07	
5009041049	06/14/2021	VCOE Business	010	4,911.18	
5009041051	06/14/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	622.00	
5009041052	06/14/2021	YAMA LAWMOWER REPAIR	010	107.70	
<b>Total Number of Checks</b>			<b>178</b>	<b>1,481,183.23</b>	
5009040868	05/24/2021	Puretec Industrial Water	130	95.25	
5009040882	05/27/2021	Allied Avocados & Citrus Inc	130	3,791.00	
5009040884	05/27/2021	Driftwood Dairy, Inc.	130	2,860.22	
5009040885	05/27/2021	Laubacher Farms, inc	130	11,944.00	
5009040887	05/27/2021	THE BERRY MAN, INC.	130	6,941.50	
5009040941	06/03/2021	AMAZON CAPITAL SERVICES	130	30.58	
5009040956	06/03/2021	Puretec Industrial Water	130	381.00	
5009040975	06/07/2021	Driftwood Dairy, Inc.	130	56,118.47	
5009040981	06/07/2021	SYSCO VENTURA, INC.	130	180,522.92	
5009041002	06/08/2021	THE BERRY MAN, INC.	130	82,149.66	
5009041021	06/14/2021	Grainger	130	3,185.74	
5009041050	06/14/2021	VENTURA REFRIGERATION SALES & SERVICE	130	1,159.42	
<b>Total Number of Checks</b>			<b>12</b>	<b>349,179.76</b>	
5009040902	05/28/2021	Custom Modular Service Corp	212	77,790.50	
5009040912	05/28/2021	KBZ Architects	212	16,103.50	
5009040923	06/01/2021	BC Rincon Construction	212	98,686.00	
5009040930	06/01/2021	Painting & Decor, Inc.	212	44,496.50	
5009040950	06/03/2021	KBZ Architects	212	200.00	
5009040953	06/03/2021	M/M Mechanical Inc.	212	40,925.00	
5009040955	06/03/2021	MJP COMPUTERS	212	27,257.16	
5009041010	06/14/2021	ARC	212	216.75	
5009041012	06/14/2021	BALFOUR BEATTY CONSTRUCTION	212	40,672.00	
5009041024	06/14/2021	KENCO CONSTRUCTION SERVICES	212	7,840.00	
5009041026	06/14/2021	Kiwitt General Building	212	73,028.40	
<b>Total Number of Checks</b>			<b>11</b>	<b>427,215.81</b>	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	251	3,705.00	
5009040982	06/07/2021	Tetra Tech Divisions	251	22,513.47	
5009041016	06/14/2021	CLASS LEASING, LLC	251	63,400.00	
<b>Total Number of Checks</b>			<b>3</b>	<b>89,618.47</b>	

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**Checks Dated 05/22/2021 through 06/17/2021**

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009040865	05/24/2021	Pacific West Communities, Inc	490	7,500.00	
5009040929	06/01/2021	MVC Enterprises, Inc	490	12,825.00	
5009040930	06/01/2021	Painting & Decor, Inc.	490	66,255.00	
5009040936	06/01/2021	Venco Electric	490	74,190.55	
5009040968	06/07/2021	Atkinson, Andelson, Loya, Ruud & Romo	490	1,852.50	
5009040992	06/08/2021	DTA	490	1,669.58	
<b>Total Number of Checks</b>			<b>6</b>	<b>164,292.63</b>	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	178	1,481,183.23
130	Cafeteria Fund	12	349,179.76
212	Building Fund Measure L	11	427,215.81
251	CAPITAL FACILITIES - RESIDENTI	3	89,618.47
490	Capital Projects Fund for Blen	6	164,292.63
Total Number of Checks		<b>204</b>	2,511,489.90
Less Unpaid Tax Liability			293.83-
<b>Net (Check Amount)</b>			<b>2,511,196.07</b>

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10.5



**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Approval of the June Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Jun 30, 2021
Recommended Action	Staff recommends approval.

**Public Content**

Speaker: Rebecca Rocha

Rationale:

PERS Report - June 30, 2021.pdf (55 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**

**June 30, 2021**

**Certificated Personnel Report**

**Classified Personnel Report**

**Classified Promotion:**

Young, Brenda, from Food Service Worker I, (3) hours, & (2) hours, Rio Real, to Food Service Worker II, (5.5) hours, Rio Del Mar, effective 8/25/21

**Classified Ratification:**

Garcia, Juan, Food Service Worker II, (5.5) hours, Rio Vista, effective 8/25/21

**Classified Resignation:**

Garcia, Juan, from Instructional Assistant/SPED, (5.75) hours, Rio Plaza, effective 6/30/21



10.6





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Approval of the Contract Renewal with Hip Hop Mindset FY 2021/2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	30,000.00
Budget Source	LCAP 93%/General Funds7%
Recommended Action	Staff recommends approval of the contract renewal with HipHop Mindset FY 2021/2022

### Public Content

Speaker: John Puglisi, Superintendent

#### Rationale:

Hip Hop Mindset will continue to provide the students with dance classes at all sites.

[HHM Contract 21-22.pdf \(203 KB\)](#)

[2020\\_2021\(REPORTHHM\) .pdf \(36 KB\)](#)

### 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.*





# SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

## SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 26th day of April 2021 by and between Rio School District (hereinafter referred to as "District") and Hip Hop Mindset, (hereinafter referred to as "Provider.")

<u>Hip Hop Mindset</u>	<u>805 - 758 -5701</u>
Provider	Telephone Number
<u>1063 N Ventura Rd</u>	
Street Address	Fax Number
<u>Oxnard, CA 93030</u>	<u>info@hiphopmindset.com</u>
City, State, Zip code	E-mail Address
<u>82-326470</u>	
Tax Identification or Social Security Number	Business License Number (if applicable)

### SERVICES

Dance Instruction, Production, Dance Showcases

Description of Services

<u>2021 - 2022</u>	<u>8:00AM - 3:00pm</u>	<u>Rio School District School Sites</u>
Date(s) of Service	Hour(s) of Service	Location

### FEES

Compensation for Services    \$ 30,000.00  
 Other Ancillary Cost, as applicable    \$ \_\_\_\_\_  
 Total not to Exceed    \$ \_\_\_\_\_  
 • W-9 received

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

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

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

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

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

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

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

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

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

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

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

- **Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.
- **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

- **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:
  - Personal vehicles: \$500,000.00 combined single limit or  
\$100,000.00 per person / \$300,000.00 per accident
  - Commercial vehicles: \$1,000,000.00 combined single limit
- **Other Coverage as Dictated by the District.** Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and




limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all the claims made.

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

## **ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

  
\_\_\_\_\_  
Provider Signature

4.26.2021  
Date

## **SITE AGREEMENT**

\_\_\_\_\_  
Site Administrator Signature

\_\_\_\_\_  
Date

## **DISTRICT APPROVAL**

\_\_\_\_\_  
District Administrator Signature

\_\_\_\_\_  
Date

# **HIP HOP MINDSET**

END OF YEAR REPORT  
2019 / 2020

## **September 2020 - December 2020**

Hip Hop Classes On Zoom For All School Sites

Hip Hop Fitness Classes on Thursdays on Zoom For All School  
Sites Hip Hop Zumba Classes once a week for All School Sites

## **January 2021 - March 2021**

Hip Hop Classes on Zoom

Rio Rosales , Rio Norte , Rio Lindo , Rio Vista , Rio Plaza , Rio Del  
Mar

## **April 2021 - June 2021**

In Person Hip Hop Classes

Rio Plaza, Rio Notre, Rio Rosales, Rio Del Mar

2021 Hip Hop Ballet Rehearsals and show

150 + Zoom Session

120 + In Person Sessions

8 Weeks Of Rehearsals for 2021 Hip Hop Ballet

2021 Hip Hop Ballet Production Show



10.7





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of agreement with School Services of California for consulting services for 2021/2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,080.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the contract between RSD and School Services of California for consulting services for 2021/2022.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The contract between School Services of California and Rio School District commenced August 1, 2021 and will end on July 31, 2022. The consulting services consist of issues related to school finance including the delivery of an electronic Fiscal Report on policies and local impact, as well as an Analysis of the Governor's Proposals for the State Budget and K-12 Education.

[Rio SD Contract Renewal with School Services.pdf \(275 KB\)](#)

### Administrative Content

### Executive Content

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





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



**AGREEMENT FOR SPECIAL SERVICES**  
Fiscal Budget Services

This is an Agreement between the **RIO SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of August 1, 2021.

**RECITALS**

**WHEREAS**, the Client needs assistance regarding issues of school finance, legislation, school budgeting, and general fiscal issues; and

**WHEREAS**, the Consultant is professionally and specially trained and competent to provide these services; and

**WHEREAS**, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

**NOW, THEREFORE**, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
  - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal policies, and an electronic copy of the *Analysis of the Governor's Proposals for the State Budget and K-12 Education*.
  - b. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
  - c. Eight hours of service annually as the Client directs on fiscal issues, including: analysis of specific revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a "quick query" service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used, include: mandate questions, Client-specific economy, efficiency, or management consulting services, including, but not limited to, efficiency or management studies, demographic or school facility studies; special education studies; fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; legislative representation or advocacy; fiscal analysis for purposes of collective bargaining, appearance as an expert witness, provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- d. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate.
2. The Client agrees to pay to the Consultant for services rendered under this Agreement:
    - a. \$4,080 annually, plus expenses, or payable at \$340 per month, plus expenses, for the services listed in Item 1 above, upon billings from the Consultant

Agreement for Special Services—Fiscal Budget Services  
**RIO SCHOOL DISTRICT**

- b. For all requested services in excess of eight direct service hours as indicated in Item 1c above in a 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
  - c. "Hours" are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client's site
  - d. "Expenses" are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
3. The term of this contract shall be for the period of one year, beginning August 1, 2021, and terminating July 31, 2022. Agreement may be terminated prior to July 31, 2022, by either party on 30 days' written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.
4. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as indicated below:

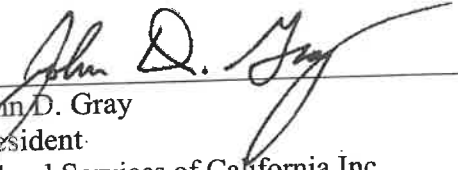
By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Job Title  
Rio School District

By: \_\_\_\_\_

  
John D. Gray  
President  
School Services of California Inc.

Date: June 14, 2021

**ADDENDUM A  
TO SPECIAL SERVICES AGREEMENT**

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district’s revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS and CalPads data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE’s Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

**WITH PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES**

Please check the appropriate items below:  Current year 2019-20  Next year 2020-21\*\*

Electronic Version:

- \_\_\_ CADIE only \$500
- \_\_\_ SABRE only \$350
- \_\_\_ CADIE & SABRE \$800

Hardcopy Version:

- \_\_\_ CADIE only \$600
- \_\_\_ SABRE only \$450
- \_\_\_ CADIE & SABRE \$1000

- \_\_\_ Use the same districts as last year
- \_\_\_ Use districts of similar type and size
- \_\_\_ Use districts geographically close to mine
- \_\_\_ Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.

\*\*Next year: SABRE will be released in December 2021, CADIE will be released in March 2022

District Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address (no P.O. boxes please): \_\_\_\_\_

Telephone with extension: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

By completing this Addendum A and submitting with our contract, the above Client agrees to pay for these reports upon receipt of the products and appropriate billing.



10.8







### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2021/2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	60,440.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the 2021/2022 Annual Agreement with the Ventura County Office of education's ESCAPE software system.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent

#### Rationale:

Rio is one of the school districts in Ventura County which uses the ESCAPE financial and payroll/personnel software systems. The Ventura County Office of Education hosts the software, provides training and updates and offers support to local school district staff that use the software. Rio has been using ESCAPE software for over a decade and staff continues to believe that it provides a great value in accomplishing accounting, payroll, benefits and personnel functions.

[Escape Contract.pdf \(150 KB\)](#)

[Escape 21-22 Breakdown of costs.pdf \(84 KB\)](#)

### 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*





Ventura County Office of Education  
 Dr. César Morales, Superintendent of Schools  
 5189 Verdugo Way  
 Camarillo, CA 93012

## AGREEMENT FOR ESCAPE FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the **Rio School District** of Ventura County, hereinafter referred to as "LEA," and the Ventura County Office of Education, hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as Follows:

### 1. Time Period

VCOE agrees to furnish the LEA services in processing and reporting for the fiscal year July 1,2021 through June 30,2022 and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

### 2. Services Provided

- VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System and the new Frontline modules – Absence Management and Time and Attendance.
- Secured access through VPN (Pulse Secure) and two-factor authentication (DUO).

### 3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
- B. Problems resulting from equipment failure.
- C. Unauthorized alterations to the programs.

### 4. Charges

Charges will be determined by multiplying the LEA's prior year P-2 ADA as of June 1 of the prior fiscal year by an ADA factor from the following table.

LEA P2 ADA	Per ADA Factor	TOTAL FEE 21-22
5036.66	\$12	\$60,440

### 5. Payment Schedule

The LEA agrees that the ADA based fees shall be paid in a single installment once invoiced and payable no later than December.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 LEA Authorized Representative

Approved this 4 day of June, 2021.

*Lisa Cline*  
 \_\_\_\_\_  
 VCOE Authorized Representative

Escape / Frontline Users	20/21 P2 ADA	per ADA	21/22 Total Due
ACE Charter	250.91	\$ 12.00	\$ 3,011
Bridges Charter School	388.92	\$ 12.00	\$ 4,667
Briggs ESD	485.35	\$ 12.00	\$ 5,824
Conejo Valley USD	16,936.71	\$ 12.00	\$ 203,241
Fillmore USD	3,482.84	\$ 12.00	\$ 41,794
Hueneme ESD	7,328.74	\$ 12.00	\$ 87,945
MATES Charter	406.57	\$ 12.00	\$ 4,879
Mesa Union ESD	571.15	\$ 12.00	\$ 6,854
Moorpark USD	5,742.21	\$ 12.00	\$ 68,907
Mupu Elementary	155.77	\$ 12.00	\$ 1,869
Oak Park USD	4,320.78	\$ 12.00	\$ 51,849
Ocean View ESD	2,221.93	\$ 12.00	\$ 26,663
Ojai Unified	2,211.52	\$ 12.00	\$ 26,538
Oxnard Elementary District	13,954.78	\$ 12.00	\$ 167,457
Oxnard Union HSD	16,501.95	\$ 12.00	\$ 198,023
Pleasant Valley ESD	5,620.85	\$ 12.00	\$ 67,450
Rio ESD	5,036.66	\$ 12.00	\$ 60,440
River Oaks Academy	325.00	\$ 12.00	\$ 3,900
Santa Clara Elementary	54.69	\$ 12.00	\$ 656
Santa Paula USD	4,876.49	\$ 12.00	\$ 58,518
Simi Valley USD	15,259.55	\$ 12.00	\$ 183,115
Somis Union Elementary	224.35	\$ 12.00	\$ 2,692
Valley Oak Charter School	66.18	\$ 12.00	\$ 794
Ventura Charter School	418.69	\$ 12.00	\$ 5,024
Ventura USD	14,671.31	\$ 12.00	\$ 176,056
Peak Prep Pleasant Valley	359.04	\$ 12.00	\$ 4,308
BSA			\$ 8,842
VCSSFA			\$ 8,842
	ADA 121,872.94		\$ 1,480,159

Fees collected from LEAs

Costs and not All Inclusive:

Escape/Frontline	929,718
Pulse and Duo	35,800
HCI Infrastructure	500,000
Security Software (Firewalls, etc)	15,000
Other hardware(routers, switches, etc.)	50,000
Replication Data Site	300,000
VCOE staff	950,000
<b>Total Cost</b>	<b>2,780,518</b>

VCOE invested \$1M in a couple years for this secondary data site  
VCOE staff from tech department and SBAS to support end users plus supporting district tech folks

10.9





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Food Service Vending Contract for 2021/2022 with Child Development Resources (CDR)
Access	Public
Type	Action
Fiscal Impact	No
Budget Source	Cafeteria Fund
Recommended Action	Administration recommends approval of the contract for food service for 2021/2022 for CDR as submitted.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:  
This annual contract reflects the servicing agreement between both parties. For the 2021/2022 School Year Rio School District will be claiming the meals served at the center, which will offset the expense.

Approval of this contract allows Rio Food Services to provide all CDR preschool programs operating within RSD with breakfast, lunch, and snack.

CDR Center Contract 2021-2022.pdf (170 KB)

**Administrative Content**

**Executive Content**





**FOOD SERVICES VENDOR AGREEMENT FOR 2021-2022  
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES  
AND CHILD DEVELOPMENT RESOURCES**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Child Development Resources, hereinafter referred to as "CDR". This agreement is made for the purpose of preparing meals which meet the Seamless Summer Feeding Option meal requirements and Child and Adult Care Food Program. This agreement will be for the period of August 25<sup>th</sup>, 2021 through June 30<sup>th</sup>, 2022.

WHEREAS, RSD has the capability of providing such service; and,

WHEREAS, CDR has the present need for reimbursable meals at the following Rio School District Locations: Rio Lindo at 2131 Snow Avenue, Rio Plaza School at 600 Simon Way, and Rio Rosales at 1001 Kohala Street in Oxnard; and

WHEREAS, CDR is willing to provide Seamless Summer Feeding Option and/or Child and Adult Care Food Program meals to the CDR at no charge for the 2021-2022 school year;

Now THEREFORE, the parties hereto agree as follows:

Effective the August 25<sup>th</sup>, 2021.

**RSD SHALL:**

1. Prepare meals which meet the nutritional standards of the Seamless Summer Feeding Option and/or Child and Adult Care Food Program as established by the United States Department of Agriculture each day that Rio is in session and include a copy of the school year calendar with this contract. Eating utensils, straws, and napkin will be provided.
2. Be responsible for the temperature and quality of meals at the time meals are picked up.
3. Have no responsibility for the condition or care of said meals after CDR accepts receipt.
4. The number of lunches prepared and delivered by RSD shall be equal to the number of meals requested by the CDR the day before pick up or delivery.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – CHILD DEVELOPMENT RESOURCES  
Page 2

5. Provide CDR a monthly menu covering the meals to be served for the following month. The menu is subject to change without notice, but will always meet the nutritional standards.
6. RSD will represent the CDR and include the meal participation as part of the Seamless Summer Feeding Option and/or Child and Adult Care Food Program in the process of claiming reimbursement from the State Department of Education. When the reimbursement is received, it will be retained by Rio School District.
7. Submit CDR by the 15th of the following month an itemized invoice for any meals over and above what was claimed. This invoice will reflect any adult meals consumed and the difference between meals requested by CDR versus meals claimed.
8. RSD will allow the CDR a five meal variance per day before charging the difference between meals requested versus what was claimed. At which time, CDR will be charged \$3.77 for any meal over the five meal variance.

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by Seamless Summer Feeding Option and/or Child and Adult Care Food Program (CACFP).

9. RSD will comply with all rules and regulations pertaining to the Seamless Summer Feeding Option and/or Child and Adult Care Food Program as outlined by the state and federal authorities, subject to audit. RSD will notify CDR of the current RSD contact information 30 days prior to start of this contract.
10. Provide general liability and workers' compensation insurance covering services to be provided under this agreement, or to self-insure such services. The level of insurance shall be equal to the requirements of Insurance Service Office GL002; Certificate of Insurance attesting to coverage shall be attached.

CDR SHALL:

1. Provide RSD with the calendar of CDR operating days 30 days in advance of the start of the new school year service.
2. Request the number of reimbursable meals needed for each day of service at least (24) twenty-four hours in advance written on the daily count form at the time of the previous day's pick-up or via email to the preparation site manager. Any changes needs to be called or e-mailed to RSD per instructions, no later than 7 a.m. for the following day.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – CHILD DEVELOPMENT RESOURCES  
Page 3

3. An CDR designee shall sign for receipt of the meals. CDR is obligated to accept and be charged for the number of meals requested over a 5 meal variance. Agency is required to distribute the reimbursable meals to the students at the appropriate meal time.
4. Return to RSD any and all property owned by RSD on a daily basis.
5. Be responsible for maintaining the proper temperature of the meals until they are consumed.
6. Provide the personnel necessary to serve and supervise the consumption of the meals. If the CDR chooses to contract a RSD employee, CDR will be billed an additional thirty-four dollars per day for two hours of labor. This cost will be added to the monthly invoices.
7. Should CDR request to have meals delivered by an RSD employee, CDR will be charged a delivery fee of \$50 per month.
8. Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of meals consumed daily.
9. CDR will record daily meals consumed on a meal count form provided by RSD. Meal count forms will be returned to a designated RSD employee, the following day.
10. Submit payment to the RSD, with a copy of the invoice provided, on or before 15 days following receipt of said invoice for meals charged for the prior month.
11. Direct all business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, to the Food Services Supervisor, Rio School District.

JOINT OBLIGATIONS:

1. RSD and CDR shall comply with all applicable federal, state, and local statutes and regulations which regard to the preparation and consumption of meals which meet the Seamless Summer Feeding Option and/or Child and Adult Care Food Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of meals, and non-discrimination. All records maintained by the RSD and CDR shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.

**FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – CHILD DEVELOPMENT RESOURCES  
Page 4**

2. Either party may terminate this agreement by giving thirty (30) working days written notice.
3. Each party to this agreement, RSD and CDR shall indemnify and hold harmless the other party from all independent acts committed by that other party which give rise to any form of claim for liability arising out of such independent act.

**TERM**

This agreement shall become effective the 25th day of August, 2021, and will continue until June 30th, 2022, at which time it will be renewed for additional 12 month terms if both parties agree.

IN WITNESS WHERE OF, the representatives of RSD and CDR have executed this agreement as of the date indicated below.

**RIO SCHOOL  
DISTRICT**

**CHILD DEVELOPMENT RESOURCES**

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

10.10





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of the Education Protection Account Spending (EPA) Plan for 2021/2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	9,811,784.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Education Protection Account Spending Plan for 2021/2022 be approved.

### Public Content

**Speaker:**

Wael Saleh, Assistant Superintendent

**Rationale:**

Voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016. Proposition 30 added Article XII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016. The provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Although local school districts have latitude to determine how the EPA funds are spent, the creation of the EPA includes an accountability component that includes the following:

- The EPA spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for administrative costs, including salaries or benefits for administrators
- Annually, the local school district must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Rio School District plans to spend all the EPA funding for 2021/2022 on salaries and benefits for classroom teachers.

EPA.pdf (79 KB)





**July 1 Budget**  
**2021-22 Adopted Budget**  
**Education Protection Account Revenue and Expenditure Report**

Description	Object Codes	2020-21 Budget
<b>Revenue</b>		
LCFF Sources	8010-8099	9,811,784
<b>Expenditures</b>		
Certificated Salaries	1000-1999	6,807,260
Classified Salaries	2000-2999	-
Employee Benefits	3000-3999	3,004,524
Total Expenditures		9,811,784
Balance		-
Indirect Costs		-

<b>Fnd-Objt-Rsrc-Y-Goal-Func-Loc-Mgt-Optl-B</b>	<b>Model Amount</b>
010-1101-1400-0-1110-1000-000-999-0000-1	6,807,260.00
010-3101-1400-0-1110-1000-000-999-0000-1	1,151,729.00
010-3301-1400-0-1110-1000-000-999-0000-1	98,705.00
010-3401-1400-0-1110-1000-000-999-0000-1	1,315,035.00
010-3501-1400-0-1110-1000-000-999-0000-1	83,729.00
010-3601-1400-0-1110-1000-000-999-0000-1	135,464.00
010-3701-1400-0-1110-1000-000-999-0000-1	219,862.00
010-8012-1400-0-0000-0000-000-000-0000-0	9,811,784.00

10.11





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval of the Food Service Vending Contract with The Catalyst Family Inc. (formally known as Continuing Development Incorporated (CDI)) for the 2021/2022 school year.
Access	Public
Type	Action
Budget Source	Cafeteria Fund
Recommended Action	Staff recommends approval of the Food Service Vending Agreement between Rio School District (RSD) Food Services and The Catalyst Family, Inc. for the 2021/2022 school year.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Rio School District is currently offering meals to similar programs on other Rio Campuses. This annual contract reflects the servicing agreement between both parties. For the 2021/2022 School Year Rio School District will be claiming the meals served at the center, which will offset the expense.

Approval of this contract allows Rio Food Services to provide all Catalyst Family Inc. preschool programs operating within Rio School District with breakfast, lunch, and supper.

Catalyst Contract 2021-2022.pdf (170 KB)

### Administrative Content

### Executive Content



**FOOD SERVICES VENDOR AGREEMENT FOR 2021-2022  
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES  
AND CATALYST FAMILY INC.**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Catalyst Family Inc., hereinafter referred to as "Agency". This agreement is made for the purpose of preparing meals which meet the Seamless Summer Feeding Option meal requirements and Child and Adult Care Program. This agreement will be for the period of August 25<sup>th</sup>, 2021 through June 30<sup>th</sup>, 2022.

WHEREAS, RSD has the capability of providing such service; and,

WHEREAS, Agency has the present need for reimbursable meals at the following Rio School District Locations: Rio Del Norte at 2500 Lobelia Dr, and Rio Real at 1140 Kenney St, and Rio Del Mar at 3150 Thames River Dr in Oxnard

WHEREAS, RSD is willing to provide Seamless Summer Feeding Option and/or Child and Adult Care Program meals to the Agency at no charge for the 2021-2022 school year.

Now THEREFORE, the parties hereto agree as follows:

Effective the August 25<sup>th</sup>, 2021.

**RSD SHALL:**

1. Prepare meals which meet the nutritional standards of the Seamless Summer Feeding Option and/or Child and Adult Care Program as established by the United States Department of Agriculture each day that Rio is in session and include a copy of the school year calendar with this contract. Eating utensils, straws, and napkin will be provided.
2. Be responsible for the temperature and quality of meals at the time meals are picked up.
3. Have no responsibility for the condition or care of said meals after Agency accepts receipt.
4. The number of lunches prepared and delivered by RSD shall be equal to the number of meals requested by the Agency the day before pick up or delivery.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – CATALYST FAMILY INC.

Page 2

5. Provide Agency a monthly menu covering the meals to be served for the following month. The menu is subject to change without notice, but will always meet the nutritional standards.
6. RSD will represent the Agency and include the meal participation as part of the Seamless Summer Feeding Option and/or Child and Adult Care Program in the process of claiming reimbursement from the State Department of Education. When the reimbursement is received, it will be retained by Rio School District.
7. Submit Agency by the 15th of the following month an itemized invoice for any meals over and above what was claimed. This invoice will reflect any adult meals consumed and the difference between meals requested by Agency versus meals claimed.
8. RSD will allow the Agency a five meal variance per day before charging the difference between meals requested versus what was claimed. At which time, Agency will be charged \$3.77 for any meal over the five meal variance.

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by Seamless Summer Feeding Option and/or Child and Adult Care Food Program (CACFP).

9. RSD will comply with all rules and regulations pertaining to the Seamless Summer Feeding Option and/or Child and Adult Care Program as outlined by the state and federal authorities, subject to audit. Notify Agency of the current RSD contact information 30 days prior to start of this contract.
10. Provide general liability and workers' compensation insurance covering services to be provided under this agreement, or to self-insure such services. The level of insurance shall be equal to the requirements of Insurance Service Office GL002; Certificate of Insurance attesting to coverage shall be attached.

AGENCY SHALL:

1. Provide RSD with the calendar of Agency operating days 30 days in advance of the start of the new school year service.
2. Request the number of reimbursable meals needed for each day of service at least (24) twenty-four hours in advance written on the daily count form at the time of the previous day's pick-up or via email to the preparation site manager. Any changes needs to be called or e-mailed to RSD per instructions, no later than 7 a.m. for the following day.

FOOD SERVICES VENDOR AGREEMENT



3. An Agency designee shall sign for receipt of the meals. Agency is obligated to accept and be charged for the number of meals requested over a 5 meal variance. Agency is required to distribute the reimbursable meals to the students at the appropriate meal time.
4. Return to RSD any and all property owned by RSD on a daily basis.
5. Be responsible for maintaining the proper temperature of the meals until they are consumed.
6. Provide the personnel necessary to serve and supervise the consumption of the meals. If the Agency chooses to contract a RSD employee, Agency will be billed an additional thirty-four dollars per day for two hours of labor. This cost will be added to the monthly invoices.
7. Should Agency request to have meals delivered by an RSD employee, Agency will be charged a delivery fee of \$50 per month.
8. Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of meals consumed daily.
9. Agency will record daily meals consumed on a meal count form provided by RSD. Meal count forms will be returned to a designated RSD employee, the following day.
10. Submit payment to the RSD, with a copy of the invoice provided, on or before 15 days following receipt of said invoice for meals charged for the prior month.
11. Direct all business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, to the Food Services Supervisor, Rio School District.

JOINT OBLIGATIONS:

1. RSD and Agency shall comply with all applicable federal, state, and local statutes and regulations which regard to the preparation and consumption of meals which meet the Seamless Summer Feeding Option and/or Child and Adult Care Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of meals, and non-discrimination. All records maintained by the RSD and Agency shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – CATALYST FAMILY INC.  
Page 4

2. Either party may terminate this agreement by giving thirty (30) working days written notice.
3. Each party to this agreement, RSD and Agency shall indemnify and hold harmless the other party from all independent acts committed by that other party which give rise to any form of claim for liability arising out of such independent act.

TERM

This agreement shall become effective the 25th day of August, 2021, and will continue until June 30th, 2022, at which time it will be renewed for additional 12 month terms if both parties agree.

IN WITNESS WHERE OF, the representatives of RSD and Agency have executed this agreement as of the date indicated below.

RIO SCHOOL  
DISTRICT

CATALYST FAMILY INC.

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

10.12





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Food Service Vending Contract with the Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center) for the 21/22 school year.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Food Service Contract with the Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center) be approved for 21/22.

### Public Content

**Speaker:**

Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

Rio School District has been servicing the Boys and Girls Club at the Nyeland Acres Community Center for the past twelve years. This annual contract for 2021/2022 reflects the servicing agreement between both parties. Rio School District will be claiming the meals served at the center, which will offset the expense. Approval of this contract allows Rio Food Services to provide BGCOP at the Nyeland Acres Community Center with Supper meals.

[Nyeland Center Contract 2021-2022.pdf \(171 KB\)](#)

### 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.*



**FOOD SERVICES VENDOR AGREEMENT FOR 2021-2022  
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES  
AND THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Boys and Girls Club of Greater Oxnard and Port Hueneme, hereinafter referred to as "BGCOP". This agreement is made for the purpose of preparing meals which meet the Seamless Summer Feeding Option meal requirements and Child and Adult Care Program. This agreement will be for the period of August 25<sup>th</sup>, 2021 through June 30<sup>th</sup>, 2022.

WHEREAS, RSD has the capability of providing such service; and,

WHEREAS, BGCOP has the present need for reimbursable meals at the Nyeland Acres Community Center, located at 3334 Santa Clara Ave., Oxnard, CA 93036; and,

WHEREAS, RSD is willing to provide Seamless Summer Feeding Option and Child and Adult Care Program meals to BGCOP at no charge for the 2021-2022 school year.

WHEREAS, BGCOP will pick up Seamless Summer Feeding Option and Child and Adult Care Program meals from Rio Del Valle Middle School daily, located at 3100 Rose Ave., Oxnard, CA 93036. .

Now THEREFORE, the parties hereto agree as follows:

Effective the August 25<sup>th</sup>, 2021.

**RSD SHALL:**

1. Prepare meals which meet the nutritional standards of the Seamless Summer Feeding Option and/or Child and Adult Care Program as established by the United States Department of Agriculture each day that Rio is in session and include a copy of the school year calendar with this contract. Eating utensils, straws, and napkin will be provided.
2. Be responsible for the temperature and quality of meals at the time meals are picked up.
3. Have no responsibility for the condition or care of said meals after BGCOP accepts receipt.
4. The number of lunches prepared and delivered by RSD shall be equal to the number of meals requested by BGCOP the day before pick up or delivery.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD  
AND PORT HUENEME

Page 2

5. Provide BGCOP Center a monthly menu covering the meals to be served for the following month. The menu is subject to change without notice, but will always meet the nutritional standards.
6. RSD will represent BGCOP and include the meal participation as part of the Seamless Summer Feeding Option and/or Child and Adult Care Program in the process of claiming reimbursement from the State Department of Education. When the reimbursement is received, it will be retained by Rio School District.
7. Submit BGCOP by the 15th of the following month an itemized invoice for any meals over and above what was claimed. This invoice will reflect any adult meals consumed and the difference between meals requested by BGCOP versus meals claimed.
8. RSD will allow BGCOP a five meal variance per day before charging the difference between meals requested versus what was claimed. At which time, BGCOP will be charged \$3.77 for any meal over the five meal variance.

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by Seamless Summer Feeding Option and/or Child and Adult Care Food Program (CACFP).

9. RSD will comply with all rules and regulations pertaining to the Seamless Summer Feeding Option and/or Child and Adult Care Program as outlined by the state and federal authorities, subject to audit. Notify BGCOP of the current RSD contact information 30 days prior to start of this contract.
10. Provide general liability and workers' compensation insurance covering services to be provided under this agreement, or to self-insure such services. The level of insurance shall be equal to the requirements of Insurance Service Office GL002; Certificate of Insurance attesting to coverage shall be attached.

**BGCOP SHALL:**

1. Provide RSD with the calendar of BGCOP operating days 30 days in advance of the start of the new school year service.
2. Request the number of reimbursable meals needed for each day of service at least (24) twenty-four hours in advance written on the daily count form at the time of the previous day's pick-up or via email to the preparation site manager. Any changes



needs to be called or e-mailed to RSD per instructions, no later than 7 a.m. for the following day.

3. An BGCOP designee shall sign for receipt of the meals. BGCOP is obligated to accept and be charged for the number of meals requested over a 5 meal variance. BGCOP is required to distribute the reimbursable meals to the students at the appropriate meal time.

**FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD  
AND PORT HUENEME**

Page 3

4. Return to RSD any and all property owned by RSD on a daily basis.
5. Be responsible for maintaining the proper temperature of the meals until they are consumed.
6. Provide the personnel necessary to serve and supervise the consumption of the meals. If BGCOP chooses to contract a RSD employee, BGCOP will be billed an additional thirty-four dollars per day for two hours of labor. This cost will be added to the monthly invoices.
7. Should BGCOP request to have meals delivered by an RSD employee, BGCOP will be charged a delivery fee of \$100 per month.
8. Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of meals consumed daily.
9. BGCOP will record daily meals consumed on a meal count form provided by RSD. Meal count forms will be returned to a designated RSD employee, the following day.
10. Submit payment to the RSD, with a copy of the invoice provided, on or before 15 days following receipt of said invoice for meals charged for the prior month.
11. Direct all business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, to the Food Services Supervisor, Rio School District.

**JOINT OBLIGATIONS:**

1. RSD and BGCOP shall comply with all applicable federal, state, and local statutes and regulations which regard to the preparation and consumption of meals which

meet the Seamless Summer Feeding Option and/or Child and Adult Care Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of meals, and non-discrimination. All records maintained by the RSD and BGCOP shall be open to inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.

**FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD  
AND PORT HUENEME**

Page 4

2. Either party may terminate this agreement by giving thirty (30) working days written notice.
3. Each party to this agreement, RSD and BGCOP shall indemnify and hold harmless the other party from all independent acts committed by that other party which give rise to any form of claim for liability arising out of such independent act.

**TERM**

This agreement shall become effective the 25th day of August, 2021, and will continue until June 30th, 2022, at which time it will be renewed for additional 12 month terms if both parties agree.

IN WITNESS WHERE OF, the representatives of RSD and BGCOP have executed this agreement as of the date indicated below.

**RIO SCHOOL  
DISTRICT**

**THE BOYS AND GIRLS CLUB OF  
GREATER OXNARD AND PORT HUENEME**

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

10.13





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of renewing Story Maker 3D animation software site licenses and support for 2021-2022
Access	Public
Type	Action (Consent)
Preferred Date	Jun 09, 2021
Absolute Date	May 31, 2021
Fiscal Impact	Yes
Dollar Amount	37,000.00
Budgeted	Yes
Budget Source	Title I
Recommended Action	Staff recommends renewing the Story Maker site licenses (8 sites) and support contract.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services and Jarkko Myllari, Director of Technology

#### Rationale:

Story Maker approach to creating 3D animations matches the District efforts on supporting Rio students' language learning and technology literacy skill development in the 5C's framework. Story Maker is also used in the RSD as a GATE exploratory class and provides students a unique opportunity to learn the Wonder Media Story Maker tool by drafting and finalizing scripts, adding animations to create kid friendly short movies.

In addition to the unique 3D animation software and providing the corresponding technology support, Wonder Media is also capable of producing pedagogical materials, guidelines and support for teachers in planning and coordinating District and site wide work on language learning.

[Rio School District Renewal Proposal 5.4.2021.docx \(113 KB\)](#)

[Story Maker Report, Board of Trustees 6\\_23\\_2021.pdf \(4,481 KB\)](#)

### Administrative Content



# Wondermedia Story Maker in Rio

## Active in the project 2018-2021

#Students: 300  
 #Staff: 28  
 #Schools (Departments): 9 (10)

## Training data 2018-2020:

**Total #schools present: 9\*\***

**Total #staff members: 28**

\*\*Teacher and Principal info below is based on the most recent school/site assignment.

Staff member	School/Site	Role
Christie Henggeler	Rio del Valle	Technology Champion
Leann Guzik	Rio del Valle	Teacher (Art)
Mindy Martinez	Rio del Valle	Teacher
Adeline Mendez	Rio Lindo	Principal
Cesar Rosales	Rio Lindo	Technology Champion
Katy Young	Rio Lindo	Technology Champion
Robin Van Eyk	Rio Lindo	Technology Champion
Amber Gopalan	Rio Plaza	Technology Champion
Brenda Morales Bravo	Rio Plaza	Principal
Crystal Calafati	Rio Plaza	Teacher
Ruben Castillo	Rio Plaza	Technology Champion
Vanessa Salas	Rio Plaza	Teacher
David Romano	Rio Plaza	Technology Champion
Joseph Stewart	Rio Real	Technology Champion
Jeannette Smith	Rio Real	Principal
Maria M. Hernandez	Rio Real	Principal
Mayra Aguilar	Rio Real	Teacher
Amber Gibson	Rio Rosales	Technology Champion
Ryan Howatt	Rio Rosales	Principal
Augustine Garcia	Rio Vista	Technology Champion
Andrew VanConas	Rio Vista	Teacher
Kiersty Briner	Rio Vista	Teacher

Matthew Klinefelter	Rio Vista	Principal
Sarahi Jimenez	Rio Vista	Principal
Tyler Larson	Rio Vista	Teacher
Brian Gibson	Technology Services	Support
Jarkko Mylläri	Technology Services	Teacher, Support
Elise Legaspi	Rio del Norte	Technology Champion

## Rio Story Maker Timeline

### 2018

- March
  - First site license and 2 multimedia workstations purchased for Rio del Norte
  - 3/21-23 first training with 2 site teachers and their students at Rio del Norte
- May
  - RDV Room 16 Story Maker sessions start (20 students)
  - RDV lead teacher training (internal)
- June
  - RDV Room 16 Story Maker sessions wrap up
- July
  - Story Maker National Conference 2018 (8 students from RDV, RDN)
- October
  - Site license and a multimedia workstation purchased for RDV
  - Story Maker saturday sessions start at RDM (Wizard of Oz, Rio Film Festival 2019)

### 2019

- March
  - Site license and a multimedia workstation purchased for both Rio Plaza and Rio Rosales
- April
  - Plaza & Rosales kick-off (internal)
- May
  - Plaza & Rosales Spring training (12 teachers)
- June
  - RDM Story Maker saturday sessions wrap up
- June - July
  - Rio SSA
- August
  - Story Maker National Conference
- September
  - Plaza & Rosales & Valle fall training (14 teachers)
  - Rio Story Makers & Wondermedia at the THRIVE conference
- November



- Site licenses and multimedia workstations for Rio del Norte, Rio del Sol, Rio del Mar, Rio Real, Rio Lindo, and Rio Vista

## 2020

- February
  - Vista, Lindo, Real spring training (12 new staff members)

## Rio Story Maker info 6/11/2021, 3:30 PM

### Rio Plaza, Rm 15

Ms. Anderson

Mr. Romano

Mr. Myllari

### Meeting notes & Rio Story Maker narrative

The meeting was called in order to provide Ms. Anderson information about the software, pedagogical approach, history and goals of Story Maker in Rio. The meeting along with this report hopefully helps the Board of Trustees in decision making regarding the potential renewal of the software licenses and service agreement in the 6/30 board meeting. In the meeting the background of the Story Maker in Rio as well as the general approach, tools and methods were discussed based on the presentation by Mr. Romano and Mr. Myllari.

In Rio, Story Maker dates back to March 2018, when the District purchased the first site license, built the first 3 high-performance workstations and trained the first two pilot teachers at Rio del Norte. After that, the Story Maker approach has been steadily scaled out to other sites with staff from each school participating in the fall 2019 and spring 2020. The pandemic put District-wide employment on hold. During the pandemic, different new styles of working that rely less on the hands-on in-person instruction have been developed and explored with the company ([Wondermedia](#)). An example of this is the Story Maker light, where students can [share the script and/or recorded audio files](#) with the company, who then animates it.

### 3D animations and Curriculum: from EL, SEL, Social Sciences etc., to the 5C's and Career Pathways

As a product, Wondermedia Story Maker It's not only a software license. Instead it's unique in how it brings together the K8 curriculum and real world animation production skills. While there are other alternatives for professional 3D animation software, no other company provides the tailor made tools and user interfaces, the technical and pedagogical support, classroom tested plans, and materials the way Wondermedia does. By organizing national projects such as The Wizard of Oz (2018), Return to Oz (2019) and the annual National Story Maker Conference, Wondermedia offers students and teachers collaboration opportunities with other schools and top professionals of the industry.

With Story Maker, 3D animation can be made available to the students as a legitimate form of expression when working on assignments across various subjects. There are specific, historical Story Maker characters that are useful in making animations for history. In addition to writing the dialogue for the animations, the performative function of language learning, inflection, intonation, emoting, etc., will be emphasized when students are recording dialogue. From SEL perspective, the different characters and their descriptions support writing from specific standpoints.

The central role of collaborating on and around technology helps build the foundation for the 5C's as well as career pathway competencies. The teamwork that's built into the Story Maker approach of digital 3D animation production changes the student role from a consumer into a creator-collaborator. It allows each team member, and quite literally everyone in the room to be involved and to see "behind the scenes and under the hood" of digital media. When recording dialogue in the classroom, the "Quiet on set!" called by the producer, as well as the performance and nuances expected of the story, scene and the character both encapsulate how the whole group is by definition involved and gets to experience the learning activity.

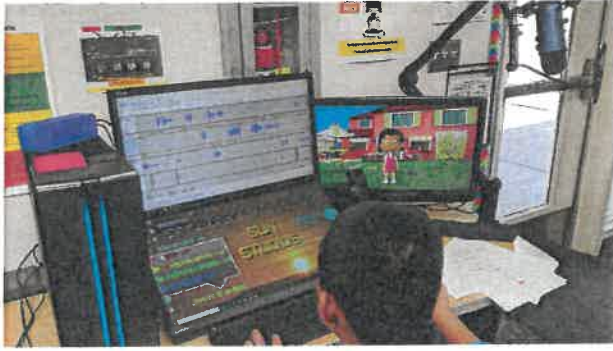
#### **Information/links**

- [Board presentation 6/9/2021](#)
- [www.wondermediastorymaker.com](http://www.wondermediastorymaker.com)

More information [jmyllari@rioschools.org](mailto:jmyllari@rioschools.org)

(See the next pages for pictures)

**Pictures: equipment, training, collaboration, learning**



(See the next pages for resource and tool examples)



**Examples of Story Maker resources and tools**  
[For more details, see Board presentation 6/9/2021](#)

Wonder Grove  
**STORYMAKER**      Deliver   Oz Projects   Get Started   Assets   #ioschools

GRADE School

Pick a grade level to see the introductory lesson

- Elementary School
- Middle School
- High School
- Holiday Cards
- Oz Prompts

GRADE School

Introduction  
 Project 1

**STORY STARTS WITH CHARACTERS**

Every story needs characters. CLICK ON EACH of these characters to find out more about them. When starting, ask yourself, "Who's story is this?" Use their personality traits to guide your decision making during the writing process.



Wonder Grove  
**STORYMAKER**      Deliver   Oz Projects   Get Started   Assets   #ioschools

All Characters   Elementary   Faculty   High School   Middle School

Please choose a character to preview the animations for that character

A grid of character avatars is shown for selection. The top row contains 11 avatars, and the bottom row contains 5 avatars. Each avatar is a small, stylized cartoon head of a character.

All Characters **First School** Faculty High School Middle School

Michael



Michael



Ryan



Vania

**RYAN**



**(MOOD) HAPPY P 2**

(mood) happy P 2	(mood) happy Z	(mood) on floor	(mood) sad N	(mood) sit look back
(mood) sitting	all the things	amazing fun	arms closed	arms crossed left
arms crossed	back that way	balance left foot fall	balance left foot	balance right foot
bashful	belly rub	big arms	bus seat turn to talk	can you hear me
chacha01	chacha02	chewing mouth open	chewing	clapping
come on first	confused hands on	confused scratch	confused shrug	confused

- All
- Featured
- Halloween
- Indoor
- Misc
- Neighborhood
- School

Sub Categories



Cafeteria Apple



Cafeteria Banana



Cafeteria Cactus



Cafeteria Carrot



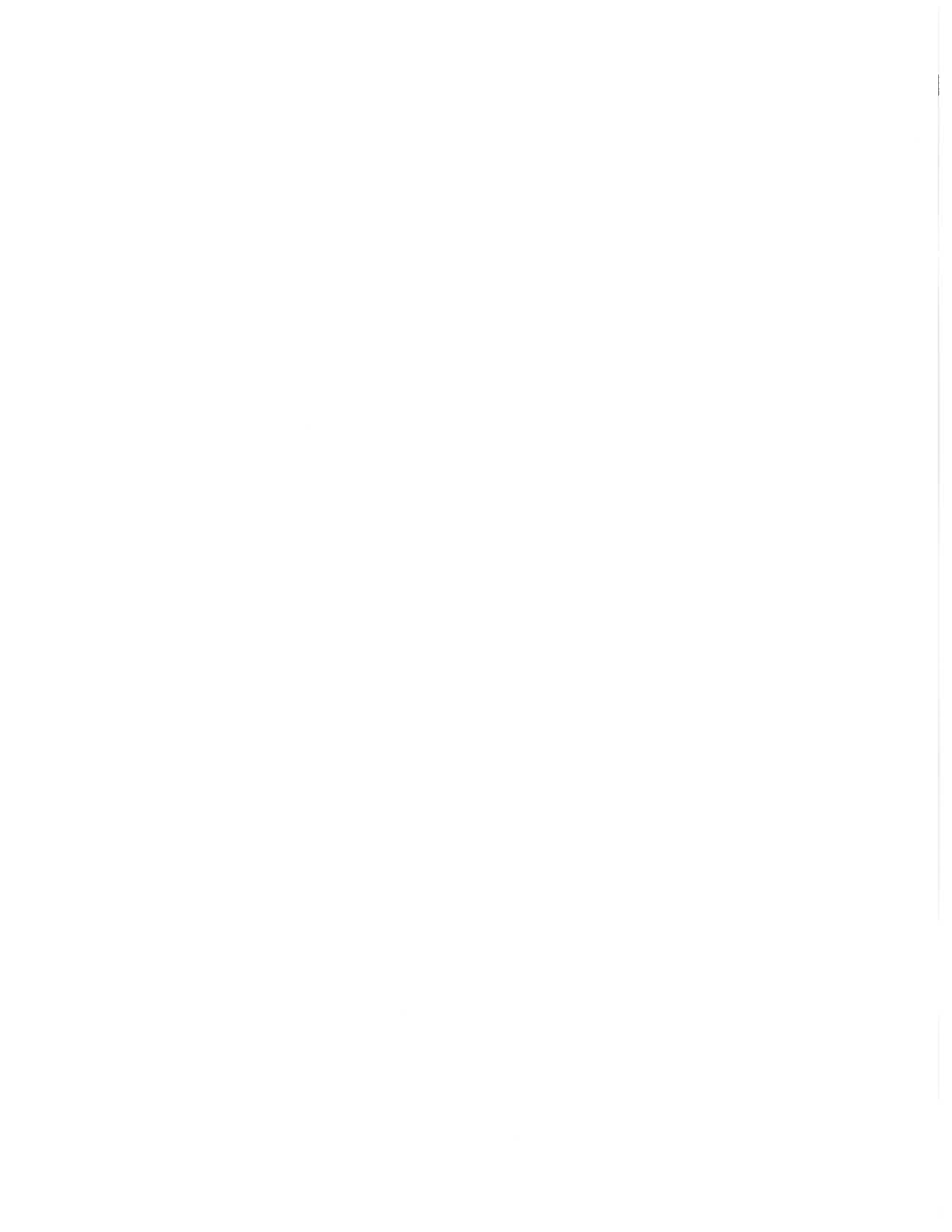
Cafeteria Cinco De Mayo



Cafeteria Corner Cactus



10.14







**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of renewal of MOU with Boys and Girls Club of Greater Oxnard and Port Hueneme to provide After School Education and Safety program staffing
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	959,507.00
Budgeted	Yes
Budget Source	ASES Greant
Recommended Action	Staff recommends board approval of Boys and Girls Club MOU.
Goals	<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: Oscar Hernandez

Rationale:

The Rio School District continues to partner with the Boys and Girls Club of Oxnard and Port Hueneme (BGCOP) to provide the After School Education and Safety program for the students of the district. There is no charge to the parents or students for this program.

All sites provide homework assistance, healthy snacks, physical fitness, academics, arts, enrichment programs and other programs that provide academic, social-emotional and character building support for students.

[BGCOP Rio contract 21-22.pdf \(188 KB\)](#)

[RSD ASES EOY Report 2020-2021.pdf \(276 KB\)](#)

**Administrative Content**

**Executive Content**



**MEMORANDUM OF UNDERSTANDING  
BETWEEN RIO ELEMENTARY SCHOOL DISTRICT  
AND THE  
BOYS & GIRLS CLUB OF  
GREATER OXNARD AND PORT HUENEME**

**PARTIES**

This Agreement is entered into by and between the Rio Elementary School District (hereinafter "District"), a California public school District, and the Boys & Girls Club of Greater Oxnard and Port Hueneme (hereinafter "BGCOP"), a non-profit organization pursuant to federal and state law. District and BGCOP are referred to individually as "Party" and collectively as the "Parties."

The Rio School District will serve as the fiscal agent for the ASES Program. As such, the Rio School District will ensure the following activities and services are performed:

**TERM**

The term of this Agreement shall run from July 1, 2021 through and including June 30, 2022, unless sooner terminated as herein provided.

**PURPOSE**

BGCOP has historically supported the After School Education and Safety Program (hereinafter "ASES Program"), a collaborative effort provided through the California Department of Education (hereinafter "CDE"). BGCOP agrees that there is a need to establish and expand community learning centers that provide improved academic achievement, enrichment, family and other related educational development services that support students in their effort to meet state and local standards in core content areas. The ASES Program represents a partnership of District and the schools of Rio Lindo Elementary, Rio Plaza Elementary, Rio Real Elementary, Rio del Norte Elementary, Rio del Mar Elementary, Rio Rosales Elementary, and Rio del Valle Middle School, BGCOP, parents, community members, and other support agencies. The ASES Program purpose is to support, augment, and expand existing services to provide a safe, comprehensive program, which will effectively address the needs of our students and their families. This is a continuation of the after school program established in July 2004 where the BGCOP was the fiscal agent of the 21<sup>st</sup> Century Community Learning Center Grants.

The ASES Program will be offered to students at the following DISTRICT schools: Rio Lindo Elementary; Rio Plaza Elementary; Rio Real Elementary; Rio del Norte Elementary; Rio del Mar Elementary; Rio Rosales Elementary; and Rio del Valle Middle School (hereinafter "Program Locations").

The ASES Program shall be operated pursuant to this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures.

## **AGREEMENT**

In consideration of the mutual promises and conditions set forth below, the BGCOP and District hereby agree as follows:

### **Administration/Oversight**

Unless otherwise specified herein, District shall be responsible for overseeing and administering the ASES Program. BGCOP will serve as the subcontractor for the ASES Program.

### **Funding**

Funding for the ASES Program (hereinafter "Program Funding") shall be provided through a grant obtained from the CDE, i.e. the After School Education and Safety Grant (hereinafter "Grant"). The Grant was obtained in the name of District.

BGCOP will be provided with funding for each elementary school Program Location and for each middle school Program Location based on funding allocated by the CDE for the ASES Grant.

The Parties shall at least annually approve a budget for all Grant funds (hereinafter the "Program Budget"). Prior approval of both Parties is required.

The Program Budget shall apportion funds as follows:

Eighty-five (85) percent of Grant funds shall be allocated to Program Locations for direct services to pupils.

Fifteen (15) percent of Grant funds shall be allocated to administrative costs, to be further allocated per the District program plan and program budget.

The Program Budget shall apportion funds as follows:

For the 2021-2022 school year, the District shall apportion no more than \$959,507 to BGCOP.

The District will distribute funds to BGCOP quarterly as follows: 25% in September, 25% in December, 25% in March, and 25% in June, upon receipt of an invoice provided by the BOYS & GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME.

The District's indirect costs of 5% is automatically calculated by the CDE and given to the fiscal agency (ASES - Rio School District). The indirect costs are costs that the agency cannot directly foresee. These funds are funds used to pay for costs that occur that do not fall into any of the

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budget categories/series. These costs are percentages of time for District finance department, District HR department, District IT department, etc. These expenses include a percentage of all consumable products for the aforementioned departments as well as for the grant administrative staff (paper, pens, ink, etc). The expenses also include a percentage of our copy machine maintenance and ink.

The 10% allocated for administrative cost will be allocated for the following services through the following BGCOP staff: Director of School Based Programs, Director of Operations (Human Resources/Payroll of BGCOP staff), Director of Program Services, Director of Technology, Finance Department, Area Director for Staff Trainer, and School Based Program Specialist.

ASES Grant Monies, awarded to Rio Real K-8 school (37,950.00) will support Direct Services to students and the Rio School District and BGCOP will forgo Indirect and Administrative Costs

The budget will allocate funds for the hourly salary and benefits for the District teacher liaisons in addition to site and District professional development costs for expanded learning program staff. BGCOP will provide Rio School District with quarterly ASES program expenditure reports, by school site, in line with the projected school site ASES budgets (see attached).

The Parties shall not expend Grant funds except in accordance with the Program Budget. Any funds budgeted but unused shall be reallocated for ASES Program use in a subsequent budget, to the extent such use is consistent with law.

District shall disperse Grant funds in accordance with the Program Budget.

In the case of a grant reduction or other unforeseeable condition that would render the district unable to pay the District will provide notice to BGCOP of any change, delay, or reduction of payment.

### **Program Components**

BGCOP shall ensure that ASES Program services provided at each Program Location are compliant with all applicable requirements of the ASES Program. At the time of execution of this Agreement, those requirements include, in pertinent part:

*An educational and literacy element* to provide tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science. A broad range of activities may be implemented based on local student needs and interests.

*An educational enrichment element* to offer an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited

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to positive youth development strategies, and recreation and prevention activities. Such activities might involve the visual and performing arts, music, physical activity, health/nutrition promotion, and general recreation; career awareness and work preparation activities; community service-learning; and other youth development activities based on student needs and interests. Enrichment activities may be designed to enhance the core curriculum.

The Parties agree to work together to integrate ASES Program services with District's educational program. *(A) During the 2021-2022 school year, beginning in summer session, Educational Services will work with principals, expanded learning program teacher liaisons, grade level teacher leaders and expanded learning program staff to evaluate, align and develop curriculum to strengthen programming.*

It is the intent of the Parties that ASES Program services shall include, but not be limited to, guest speakers, and field trips and excursions.

The District shall serve a daily supper meal, to ASES Program participants, and shall ensure that such snacks are compliant with all applicable requirements of the ASES Program and the District Wellness policy.

#### **Employment and Employment Screening**

Rio school District shall appoint and employ an Administrator (hereinafter "Program Administrator"), who shall administer and oversee the entire ASES Program. The Program Administrator will work collaboratively with BGCOP Director to provide supervision and contribute to the evaluation of BGCOP employees or volunteers who serve students in the Rio School District.

*The Rio School District shall appoint and employ* a site supervisor at each Program Location (hereinafter "After-School Coordinator"). The After-School Coordinator shall provide direct on-site supervision during all hours of ASES Program operation at their assigned Program Location, and shall support and supervise all BGCOP employees and volunteers at that Program Location.

*BGCOP and the Rio School District shall collaboratively appoint and employ* staff members at each Program Location (hereinafter "Professional Staff"). RSD site coordinators and BGCOP director will interview and approve all Professional Staff hires. The Program Administrator shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum qualifications to serve as an Instructional Aide in the District.

The District human resources department will administer the "Instructional Assistant Examination" for the expanded learning program staff hiring pool and will provide verification to BGCOP for their hiring process.

Each any every person employed or volunteering in connection with the ASES Program shall be subject to health screening (including tuberculosis testing) and fingerprinting in the same manner, and in accordance with the same District policies and procedures, as apply to District Instructional Aides. BGCOP shall administer such health screening and fingerprinting and provide verification of said screening to the District.

Prior to the first day of the program start date of each year, BGCOP will provide the District's human resources department with evidence of clearance as stated above.

BGCOP shall provide updates of clearance information, as stated above, on a quarterly basis: January 31, April 30 and June 30.

District and BGCOP may appoint volunteers to serve at each Program Location (hereinafter "Program Volunteers"), subject to the prior and ongoing approval of the Program Administrator, Principal at that Program Location, and After-School Coordinator at that Program Location.

In the event BGCOP becomes aware that that any person employed or volunteering in connection with the ASES Program has been arrested or convicted of a violent or serious felony listed in Penal Code §667.5(c) or Penal Code § 1192.7, respectively, BGCOP shall immediately notify District and remove said employee or volunteer from performing services under this Agreement and from otherwise interacting with District students until such time as District authorizes the employee or volunteer to resume performing services under this Agreement.

BGCOP shall serve as the sole employer of all BGCOP employees required to staff the Program, and shall exercise authority to supervise and evaluate its employees, except as expressly provided herein.

*The RSD After School Program Coordinator and site principals will work in collaboration with the Boys and Girls Club Director to select and evaluate after school program staff at the respective school sites.*

BGCOP shall provide substitutes in the event of an absence of any and all BGCOP Professional Staff.

District shall serve as the sole employer of all District employees required to staff the ASES Program, and shall exercise exclusive authority to supervise and evaluate its employees.

Each Party shall comply with all applicable federal, state, and local laws and ordinances with respect to its employees, its volunteers, and the students participating in the ASES Program.

BGCOP will budget at least twelve hours for professional development for BGCOP employees.

**Staff, Services and Materials to Be Provided by BGCOP**

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The following program staff, services, and materials will be provided by BGCOP in accordance with this Agreement, the ASES Program requirements of Education Code § 8482 *et seq.*, and applicable District policies and procedures:

BGCOP shall appoint and employ an administrator who shall administer and oversee BGCOP program staff needed to run the program as set by the District.

Required budgetary information to District as requested;

The BGCOP administrator who will perform the following duties:

Provide supervision for part-time Youth Development Program Staff; the observation tool will be shared with site principals

Cooperate with District staff to provide data for evaluation reports required by the ASES grant assurances to submit to CDE;

Ensure that all volunteer and program staffs attend professional development training, as required.

Ensure that staff participates in ongoing collaboration as determined by site and District program administrators

Provide opportunities for site administration to participate in the hiring process

Verify that all staff members who directly supervise pupils must meet the minimum qualifications, hiring requirements, and procedures for an instructional aide in the school district **before being placed at a site**

Arrange for substitutes for BGCOP employees working at Program Locations upon staff absence so that a ratio of 20:1 student to staff ratio is always maintained

Professional staff for each Program Location shall provide the following direct ASES Program services:

Develop daily lesson plans and weekly schedules for program

Attend all District-provided professional development opportunities

BGCOP shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.

**Staff, Services and Materials to Be Provided by District**

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As fiscal agent for the ASES Program, District will ensure the following activities/services are performed through the Program Administrator or other District staff:

Manage the Program Budget, including collaborating with BGCOP and other agencies to ensure proper payment for services;

Prior to the first day of the program start date of each year, BGCOP in collaboration with the District, will provide the District with the projected budget for each site; includes budgets for ASES core programs and ASES supplemental programs

Maintain records and follow compliance guidelines described in the CDE Federal Program Monitoring (FPM)

Secure District curriculum personnel and/or outside consultants to provide staff development on content standards, behavior management, and other areas as identified by site and District needs; professional development may include ongoing coaching provided by District personnel

Ensure attendance at all meetings required by the CDE by suitable ASES Program staff;

Provide snacks to participants through the federal free lunch program through District;

Visit sites to ensure Grant compliance on programmatic levels;

Coordinate with agencies to ensure proper implementation and modification, as appropriate;

Work with collaborating agencies to address any parent, teacher, student, or other ASES Program participant concerns that may arise;

Host at least three collaborative meetings with BGCOP annually to monitor overall program progress and achievement of goals;

Hire, if necessary or desirable, an appropriate evaluator for the proposed project and preparation of the annual report in collaboration with the evaluator;

Coordinate with BGCOP to provide outreach, including hosting open-house activities at each Program Location; parent orientations, participation in back-to-school nights and other parent outreach events as appropriate

Maintain after-school records regarding enrollment, waivers, emergency cards, in the District student information system; student information will be maintained and shared with partner agencies under the District confidentiality guidelines

Work with District staff to ensure appropriate professional staff development;

[Type here]

Arrange/assign appropriate school and District staff substitutes for programs as required;

Serve as liaison between ASES Program and Program Location staff;

Monitor program attendance records to ensure the minimum student attendance requirements are met;

Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the Program Location by working with staff;

Monitor ASES Program goals through monthly ASES Program meetings.

Select, hire and supervise teachers as academic program liaisons at each ASES program location, to an extent and amount the District determines, to provide services according to RSD teacher liaison job description; the District and BGCOP have mutually agreed that it would be beneficial to the program to use grant funds to pay the salary and benefits for a teacher(s) to serve as a liaison between the District/school site and BGCOP. The liaison may work up to 3 hours per week at each school site. Their main job function will be to consult with the ASES site coordinator and the school principal to determine priorities and specific duties;

Notify site administration when the site coordinator will be pulled from the site, is absent, etc. /

District shall not subcontract any of its duties under this Agreement, whether delineated in this section or any other section of the Agreement.

#### Roles and Responsibilities

Expanded learning program Coordinators at each location will perform the following duties

By June 30<sup>th</sup> of the prior year, site expanded learning program coordinators will submit site enrollment lists for students accepted into the program for the following school year

Draft Opportunity Welcome letters; in collaboration with the site administrator

Phone potential participants to enroll;

Host expanded learning program parent orientation at school sites in collaboration with site administrators

Attend open-houses at school sites; participate in back-to-school nights and parent outreach events as appropriate

[Type here]

Supervise daily arrival and dismissal for the ASES Program; track daily attendance, according to ASES grant requirements, in the District student information system

Where necessary, maintain proper food records for District federal reporting as required by the District food services department

Meet with principals monthly to coordinate program alignment and goals for expanded learning program; coordinator will maintain agendas and notes for program monitoring

Work with Principals and staff for referrals to potential participants to ASES Program;

Establish contact with parents to ensure proper attendance and utilization of services;

Provide daily set-up and clean-up services;

Develop weekly schedules for programs in coordination with the Principal

Ensure that the staff use appropriate behavior management and discipline techniques at all times, and assist the staff in solving discipline problems;

Maintain after-school records regarding enrollment, waivers, emergency cards, etc. in the District student information system; staff will maintain shared information under the District confidentiality guidelines

### Principals

have knowledge of and review the District expanded learning program plan

will include ASES funds in the Single Plan for Student Achievement

may participate in opportunities to select site program aid staff

will select the site expanded learning program coordinator

will conduct observation of the site expanded learning program coordinator; to include goal setting meeting at the beginning of the year along with the director of expanded learning programs

will provide input, to the director of expanded learning programs, on the summary observation of site expanded learning program coordinators

will provide input to coordinators for site program aid evaluations

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- will include the expanded learning program in their safety plans and provide access to the safety plan for expanded learning program staff
- will facilitate at a minimum, during the first trimester, one of each drill: earthquake, fire and lockdown
- will be responsible for providing training on school safety plans to expanded learning staff
- will provide an expanded learning staff orientation; may be included in the regular day site orientation
- will participate in budget planning and approval process
- will attend expanded learning staff meetings at least three times per year to share data/information (ex. September/January/June)
- will provide support for expanded learning program staff to shadow and collaborate with site teachers
- will facilitate, at a minimum, monthly meetings where site expanded learning program coordinators maintain agendas and minutes for program monitoring (may meet informally on a more frequent basis)
- will assist with access and procedures for use of facility space; ex. Library, computer labs, classrooms, multi-purpose rooms, gyms, office and work rooms, etc.
- will participate in Ventura County Office of Education site visits

**Student Application/Enrollment**

Only those students in attendance for the regular school day at a Program Location may apply to participate in the ASES Program at that Program Location. Eligible students shall be enrolled on a space-available basis. The District shall maintain a waiting list at each Program Location.

The District shall process and maintain enrollment/registration documentation for each ASES Program participant.

**Days/Hours Of Service**

ASES Program services shall be provided on each day in which the school at the Program Location is in regular session, including any minimum days. ASES Program services shall commence immediately upon conclusion of the regular District school day, including minimum days, and shall extend to 6:00 p.m., or at a minimum of 3 hours per day according to grant assurances, on each such day.

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ASES supplemental programs, where supplemental funding is provided, which operates on non-school days as planned by District and BGCOP in accordance with the ASES grant requirements at a minimum of 3 hours per day or the approved 6 hours per day as authorized by SB429 approved by CDE on June 1, 2015.

In any event, ASES Program services shall be offered for at least fifteen (15) hours per week.

With the exception of ASES Supplemental programs provided through ASES Supplemental funds used in accordance with ASES requirements, no ASES Program services shall be provided on summer, intersession, vacation, or weekend days.

Ensure that all participating parents sign the Early Release Policy and maintain copies on file in accordance with grant assurances. Monitor compliance with the Early Release Policy.

The District may mandate program closure for up to three days for the purposes of Professional Staff development.

### **Tracking Student Attendance**

The District shall maintain and submit to District daily student attendance records and ensure at least a 20:1 student to staff ratio, in accordance with District policies/procedures and ASES grant assurances.

The District shall maintain and track attendance data, via use of the District student information system, for purposes of attendance reporting and related requirements of the ASES Program.

### **Reports To CDE**

District shall file all necessary reports with CDE.

BGCOP shall maintain and regularly submit to District statistical data for use in reports to CDE as required under the ASES Program.

### **Facilities**

District shall provide facilities sufficient to house the ASES Program at each Program Location (hereinafter "Program Facilities.") The Program Facilities shall include, but may not necessarily be limited to classrooms, computer labs, restrooms, libraries, outdoor play space, storage space, multi-purpose rooms and gyms along with such other and further access as may be required by law.

District staff shall execute a District Application and Agreement for Use of School Facilities for each school year for any supplemental or additional use of Program Location facilities not covered by this Agreement.

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District shall clean and maintain the Program Facilities to the same standard as the other District facilities at the Program Locations.

### **Equipment**

The District shall purchase ASES materials, supplies, tools, instruments, implements, and equipment, in adherence to the District approved purchasing process. Provided, however, that District shall allow reasonable access to, and use of, District library and computer resources, subject to compliance with any applicable District policies governing reasonable use of such resources.

The District shall maintain records of ASES purchases and tag items in accordance with the District policies.

### **Audit**

BGCOP shall provide financial reports and information required under the terms and conditions of the Grant to District within fifteen (15) days of District's request for such information or such other date as required by state or federal agencies.

The District and BGCOP agree to be subject to any audit requirements imposed by any state or federal agencies under the Grant.

This Section shall survive termination of this Agreement.

### **Insurance**

Prior to the first day of the program start date of each year, BGCOP will provide the District with evidence of insurance as follows:

**Public Liability and Property Damage.** BGCOP agrees to maintain in full force and effect throughout the duration of the Agreement a suitable policy or policies of public liability and property damage insurance, insuring against all bodily injury, property damage, personal injury, and other loss or liability caused by or connected with the ASES Program. Such insurance shall be in amounts not less than \$1,000,000 per occurrence; \$3,000,000 for general aggregate and \$1,000,000 for property damage.

**Automobile Liability.** BGCOP also agrees to maintain in full force and effect with regard to any BGCOP owned vehicles which BGCOP brings onto the Program Facilities or otherwise uses in conjunction with the ASES Program a suitable policy or policies of automobile liability insurance with a combined single limit of \$1,000,000 per accident throughout the duration of the Agreement.

**Workers' Compensation Insurance.** Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California

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law, on all of its employees engaged in work related to the performance of this Agreement. In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

**Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

Each Occurrence	Aggregate
\$ 2,000,000.00	\$ 4,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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

**Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:

Commercial vehicles: \$1,000,000.00 combined single limit

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

**Abuse and Molestation**

Each Occurrence	Aggregate
\$ 1,000,000.00	\$2,000,000.00

**Notice: Additional Named Insured's.** All insurance required under this Agreement shall be issued as a primary policy and contain an endorsement requiring thirty (30) days written notice from the insurance company to both parties hereto before

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cancellation or change in coverage, scope or amount of any policy. District, its directors, officers, agents, employees and consultants, shall be designated as additional named insured's.

Insurance Endorsements. Within fifteen (15) days following execution of the Agreement, the Parties shall exchange endorsement(s) verifying the above-required insurance and the terms described herein.

### **Liability/Indemnification**

BGCOP shall assume the defense of and indemnify and hold harmless District from and against all actions or claims against District, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by District by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the BGCOP's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by the District, its officers, agents or employees and except for actions or claims alleging dangerous condition of District property which arise out of the acts or failure to act by the District, its officers, agents or employees which are not created by a BGCOP employee or BGCOP invitee.

District shall assume the defense of and indemnify and hold harmless BGCOP from and against all actions or claims against BGCOP, its officers, agents or employees from any and all loss, including attorneys' fees, sustained by BGCOP by virtue of any damages to any person(s), firm or corporation who may be injured by or to any property that may be damaged arising out of the District's performance of this Agreement, except for actions or claims alleged to have occurred in full, or in part, as a result of active negligence or willful misconduct by BGCOP, its officers, agents or employees and except for actions or claims alleging dangerous conditions of BGCOP property which arise out of the acts or failure to act by the BGCOP, its officers, agents or employees which are not created by a District employee or District invitee.

The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

It is the intent of the parties that where negligence or responsibility for injury or damages is determined to have been shared, principles of comparative negligence will be followed and each Party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that Party's negligence.

Each Party shall establish procedures to notify the other Party, where appropriate, of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification section. The Parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in

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this Agreement. Nothing set forth in this Agreement shall establish a standard of care for or create any legal rights for any person not a Party to this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement.

### **Coronavirus risk mitigation**

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The parties agree to the following agreement in response to ongoing health concerns presented by the COVID-19 virus:

The parties will communicate updated policies within each organization as they are developed and distributed.

Clear communication will be sent to the school district if an employee has tested positive for COVID-19.

Both parties agree to adhere to all local, state, and federal protocols and procedures to ensure the health and safety of children and employees.

District will train all BGCOP staff in District safety procedures.

Health Screening for Children and Staff:

- All BGCOP ASES staff will follow passive and active screening protocols as mandated by the District for all employees
- Any child or staff member that shows signs of illness will be sent home

Face Coverings:

- Adults are required to wear face coverings at all times when working with others. Three feet of social distancing will be maintained with other adults at all times.
- If an adult arrives to the workplace without a face covering, the District will provide one for them
- All students are required to wear face coverings.

### **Termination and Amendment**

This Agreement may be terminated at the option of either Party, upon ninety (90) days advanced written notice. In the event of breach of this Agreement, the other Party may terminate this Agreement upon 30 days advanced written notice, such notice to be accompanied by a statement of reasons for said termination.

In the event of a substantial loss of grant funding, either Party may suspend operation of this Agreement, but only to an extent consistent with the amount of the lost funding.

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Either Party may seek to renegotiate the terms of this Agreement by calling a meeting for such purpose. Any amendment to the Agreement must be in writing, executed by the parties, and ratified by the District Board of Trustees.

Ongoing review of this Agreement will be the responsibility of both Parties.

### **Notice/Authorization**

Notices required to be given pursuant to this Agreement shall be in writing and shall be delivered via: (i) personal delivery; (ii) certified or registered United States mail, postage pre-paid and return receipt requested; (iii) facsimile transmission, with original deposited into United States mail, first-class postage prepaid, within twenty-four hours of transmission; or (iv) reliable overnight delivery services, such as U.P.S., Federal Express or Overnight Express. Provided, however, that any such notice shall be valid only if delivered to the following person(s):

#### **For District:**

Oscar Hernandez, Assistant Superintendent, Educational Services  
Rio Elementary School District  
1800 Solar Dr.  
3<sup>rd</sup> Floor  
Oxnard, CA 93030

#### **For BGCOP:**

Erin Antrim, Chief Executive Officer  
Boys & Girls Club of Greater Oxnard & Port Hueneme  
1900 West Fifth Street  
Oxnard, CA 93030

### **Enforceability**

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be part of this Agreement.

### **Entire Agreement**

This Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, between the parties. No other agreement, statement, or promise made by any party not contained herein shall be binding or valid. This Agreement shall be construed as one document and

[Type here]

all of the agreements herein are in exchange for and in consideration of the commitments of each and all of the parties herein as set out above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**RIO ELEMENTARY SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Wael Saleh

Title: Assistant Superintendent of Business Services

By: \_\_\_\_\_

Name: John Puglisi, PhD

Title: Superintendent

**BOYS & GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME**

By: \_\_\_\_\_

Name: Erin Antrim

Title: Chief Executive Officer

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10.15





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of Mixteco Idigena Organization Project Contract 2020-2021
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	184,899.90
Budgeted	Yes
Budget Source	Title III funds
Recommended Action	Staff recommend a board approval of 2020-2021 MICOP Contract.

### Public Content

Speaker: Oscar Hernandez

#### Rationale:

The Mixteco/Idigena Organizing Project provides translation services, case management, community outreach, school readiness, IEP translation services for students in the Rio School District.

This will contract fund the following services/activities for 2020-2021:

- Direct services to over 200 adults, providing them information and assistance accessing district and community services
- Translation services and family support to over 10 students with IEPs
- Facilitation and execution of 6 Mixteco community meetings
- Family support and enrollment assistance to preschool students
- Over 3,000 total contacts, including homevisits, in person consultation, phone contacts, parent-teacher conferences, IEPs and public health visits
- Provided support as needed to the Mixteco students and parents at the school sites
- Provided translation for parent teacher conferences and ongoing school-home communication

MICOP RSD CONTRACT 21-22.pdf (50 KB)

### Administrative Content

### Executive Content





## **AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES**

THIS AGREEMENT, made and entered into this day of July 1, 2021, by and between the **RIO SCHOOL DISTRICT, 1800 Solar Drive., OXNARD, CA 93030**, hereinafter referred to as the DISTRICT and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, hereinafter referred to as the CONTRACTOR.

### **WITNESSTH:**

WHEREAS, the District is authorized by California Government Code, Section 53060 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

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

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

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

- 1. SCOPE OF WORK.** The contractor will hire and assign 2.5 full time equivalent to provide Mixteco translation services, outreach and resource and referral to the Mixteco community, conduct parent/family education workshops, partner in community meetings and collaborate with District staff and programs including services related to the Educational Services Department.
- 2. COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **\$39.14** per hour for full-time Promotor(a) and **\$34.60** per hour for part-time Assistant Promotor(a), not to exceed **\$184,899.90** beginning on July 1, 2021 and ending on June 30, 2022. These dates may be changed by an amendment to this agreement signed by both parties.
- 3. INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

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

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

**5. INDEMNIFICATION/HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District.

**6. SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

**7. COPYRIGHT.** Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

**8. ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.

**9. COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

\_\_\_\_\_ Contractor need not comply with fingerprint certification requirement.

X  Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.

**RIO SCHOOL DISTRICT**

\_\_\_\_\_  
Principal/Department Head Date

\_\_\_\_\_  
Assistant Superintendent for Business Services Date

\_\_\_\_\_  
Superintendent or designee Date

**CONTRACTOR**

\_\_\_\_\_  
Authorized Signature Date

Arcenio Lopez, Executive Director  
Mixteco/Indigena Community Organizing Project  
520 West 5<sup>th</sup> St.  
Oxnard CA 93030

\_\_\_\_\_  
Tax ID # (required W-9 attachment)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Fax #

\_\_\_\_\_  
e-mail address

**APPENDIX A – CERTIFICATION OF FINGERPRINTING**

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

**I. Identification of the Parties:**

I, \_\_\_\_\_, am an individual contractor, consultant. My entity is seeking to contract with the Rio Elementary School District to provide Mixteco translation services, outreach and resource and referral to the Mixteco community to the District, and I am aware of the requirements of Education Code section 45125.1.

**II. Certifications**

I make the following certifications under penalty of perjury:

A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).

C. I have attached to this certification form a list of the names of my employees or independent contractors who may come in contact with pupil. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: \_\_\_\_\_, 202\_\_ at \_\_\_\_\_ (City) California.

\_\_\_\_\_  
Signature

10.16





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Preschool Services Contract with Catalyst (Formerly CDI)
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Catalyst contract.

**Public Content**

Speaker: Oscar Hernandez

**Rationale:**

Making preschool available to children living within the boundaries of the Rio School District allows for the social and academic development of students who will enroll in the Rio School District.

[Catalyst Rio SD 2021-22 Lease.pdf \(112 KB\)](#)

[Catalyst EOY numbers.pdf \(115 KB\)](#)

**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.*





**CATALYST FAMILY INCORPORATED  
LEASE AGREEMENT**

This is an agreement between the **Rio School District**, hereinafter referred to as **DISTRICT**, and Catalyst Family Incorporated, hereinafter referred to as **CATALYST FAMILY INC**. The parties hereto agree as follows:

1. **TERM.** The term of this agreement shall commence on July 1, 2021, and shall continue through June 30, 2022, during which time the CONTRACTOR shall perform the services required under this agreement.
2. **SERVICE PROVISIONS.**
  - 2.1 Program Description
  - 2.2 Program Goal
  - 2.3 Activities and Service with outcomes and measurement instruments.
3. **FACILITIES AND CUSTODIAL COST.** SUBCONTRACTOR will contract and/or provide its own custodial services. DISTRICT will not bill SUBCONTRACTOR for expenses to help cover facilities and custodial costs incurred by the District
4. **RENT.** SUBCONTRACTOR shall pay to the DISTRICT the total for rent for the lease term of One dollar (\$1.00) per year payable annually on or before August 1, 2021. The difference between the actual value of the property and the \$1.00 rent will be used as an In-Kind donation. The Rio School District will provide SUBCONTRACTOR with a value statement indicating the actual value of the classroom being utilized
5. **INVESTIGATION AND RESEARCH.** SUBCONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the DISTRICT, any of its offices, or employees, except as provided herein.
6. **SUBCONTRACTOR.** No relationship of employer and employee is created in this agreement, it being understood that the SUBCONTRACTOR is a SUBCONTRACTOR. None of the persons performing services for SUBCONTRACTOR pursuant to this agreement, whether said person is a member, partner, employee, contractor, or otherwise, shall have any claim under this agreement or otherwise against DISTRICT for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

DISTRICT is not required to make any deductions for any third party from the compensation payable to SUBCONTRACTOR under the provisions of this agreement. SUBCONTRACTOR hereby holds DISTRICT harmless from any and all claims that may be made against DISTRICT based upon any contention by any third party that any employer-employee relationship exists by reason of this agreement.

It is further understood and agreed by the parties hereto that SUBCONTRACTOR in the performance of its obligation hereby is subject to the control of director of DISTRICT only as to the results to be accomplished by the services hereunder agreed to be rendered and performed and not to the means and methods for accomplishing the results.

If, in the performance of this agreement, any third persons are employed by the SUBCONTRACTOR, such persons shall be entirely and exclusively under direction, supervision, and control of the SUBCONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, shall be determined by SUBCONTRACTOR and comply with all statutory requirements.

7. **CONTRACTOR'S EMPLOYEES.** SUBCONTRACTOR agrees that all SUBCONTRACTOR employees have secured or shall secure at SUBCONTRACTOR's own expense all persons and employees and that all such services shall be performed by SUBCONTRACTOR or under SUBCONTRACTOR's supervision by persons authorized by law to perform such services.
8. **EQUIPMENT.** Equipment required to perform the services required under this Agreement will be provided by the DISTRICT and remain the property of the DISTRICT.
9. **EQUAL OPPORTUNITY.** SUBCONTRACTOR will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender, or national origin. This provision shall include, but not limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
10. **PERSONNEL DISCLOSURE.** SUBCONTRACTOR shall make available to DISTRICT a current list of all personnel providing services under this agreement. Changes to this list shall be immediately provided to DISTRICT in writing. The list shall include: (1) all full or part time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein, (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate, (3) the professional degree, if applicable, and experience required for each position, and (4) the name of the person responsible for fulfilling the terms of this agreement.
11. **RESPONSIBILITY FOR EQUIPMENT.** DISTRICT shall not be responsible nor held liable for any damage to person or property consequent upon the use, misuse, or failure of any equipment used by SUBCONTRACTOR or any of SUBCONTRACTOR's employees, even though such equipment is furnished, rented, or loaned to SUBCONTRACTOR by DISTRICT. The acceptance or use of any such equipment by SUBCONTRACTOR or SUBCONTRACTOR's employees shall be construed to mean

that SUBCONTRACTOR accepts full responsibility for and agrees to exonerate, indemnify and hold harmless DISTRICT from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment.

12. **INDEMNIFICATION AND HOLD HARMLESS.** All activities and work covered by this Agreement shall be at the risk of the SUBCONTRACTOR. SUBCONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, including all of its committee members, employees, agents and volunteers against any and all claims or lawsuits, judgments, debts, demands and liability whether against SUBCONTRACTOR, DISTRICT or others, including those arising from injuries or death of persons and for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by SUBCONTRACTOR, save and except claims or litigation arising through the negligence or wrongdoing, or the willful misconduct of the DISTRICT.

13. **INSURANCE.** SUBCONTRACTOR at its sole cost and expense, shall obtain and maintain in full force during the term of this agreement the following types of insurance.

13.1 Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$1,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual, and \$50,000 fire legal liability, if applicable.

13.2 Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles.

13.3 Workers' Compensation coverage in full compliance with California Statutory Requirements for all employees of the SUBCONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

13.4 Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and in the aggregate.

13.5 All insurance required under this agreement shall be primary coverage as respects to the DISTRICT, and any insurance or self-insurance maintained by the DISTRICT shall be in excess of the SUBCONTRACTOR's insurance coverage and shall not contribute to the SUBCONTRACTOR's coverage. DISTRICT is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

13.6 The DISTRICT is to be named as ADDITIONAL INSURED as respects to work done by SUBCONTRACTOR under the terms of this agreement on all policies required. However, this paragraph 2.7.3 shall not be construed to apply to Workers' Compensation coverage.

13.7 Policies shall not be cancelled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the DISTRICT.

13.8 SUBCONTRACTOR agrees to provide DISTRICT with the following insurance documents within fourteen (14) days after the execution of this agreement.

13.8.1 Certificates of Insurance for coverage required under this agreement.

13.8.2 Additional insured endorsements; and

13.8.3 Sixty (60) days Notice of Cancellation Clause endorsements except for nonpayment of premium

13.9 Failure to timely provide these documents shall be grounds for immediate termination or suspension of this agreement.

13.10 It is the responsibility of the SUBCONTRACTOR to confirm that all terms and conditions of the insurance provisions are complied with any and all subcontractors that the SUBCONTRACTOR may use for the completion of this agreement.

13.11 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the SUBCONTRACTOR for liability in excess of such coverage, nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provisions of this agreement or otherwise in law.

13.12 If the Professional Liability Coverage is "claims made," SUBCONTRACTOR must, for a period of three (3) years after the date when the agreement is terminated, completed, or non-renewed, maintain insurance with a retroactive date that is on or before the start date of the agreement services or purchase an extended reporting period endorsement (tail coverage). DISTRICT may withhold final payments due until SUBCONTRACTOR provides satisfactory evidence of the tail coverage to DISTRICT.

14. **ASSIGN ABILITY.** SUBCONTRACTOR shall not assign any interest in this agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DISTRICT thereto; provided, however, that claims for money due or to become due to SUBCONTRACTOR from DISTRICT under this agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished promptly to DISTRICT.

15. **SUBCONTRACTS.** Functions undertaken by the SUBCONTRACTOR may be carried out under subcontracts. However, SUBCONTRACTOR may not delegate its duties or obligations nor assign its rights hereunder, either in whole or in part, without prior written consent of DISTRICT. Any such attempted delegation or assignment without prior consent shall be void. Any change whatsoever in the corporate structure of SUBCONTRACTOR or the transfer of assets in excess of ten (10) percent of the total assets of SUBCONTRACTOR shall be deemed an assignment of benefits under the terms of this agreement requiring DISTRICT approval.

All subcontracts shall be in writing and copies provided to DISTRICT. No subcontract shall alter in any way any legal responsibility of SUBCONTRACTOR to DISTRICT. All subcontractors will be provided a copy of this agreement, and any subcontract must state that any work performed must be consistent with this agreement. DISTRICT has the right to refuse reimbursement for obligations incurred under any subcontract, which do not comply with the terms of this agreement.

In each subcontract, SUBCONTRACTOR shall include all provisions that the DISTRICT may require. DISTRICT shall make these provisions available to SUBCONTRACTOR.

16. **POLITICAL ACTIVITIES PROHIBITED.** None of the funds, provided directly or indirectly, under this agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Neither the contract nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
17. **RELIGIOUS ACTIVITIES PROHIBITED.** There shall be no religious worship, instructions or proselytization as part of, or in connection with the performance of this agreement. Active participation in religious worship or instruction cannot be a prerequisite for individuals receiving services utilizing Proposition 10 dollars. Expenditures of Proposition 10 dollars for religious services and practices are specifically prohibited. SUBCONTRACTOR must indicate how unlawful expenditures of Proposition 10 dollars for religious services and practices are to be avoided. Any religious indoctrination or encouragement incidental to the delivery of services under the application is strictly prohibited.
18. **LICENSES AND STANDARDS.** SUBCONTRACTOR shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this agreement. SUBCONTRACTOR shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

In the performance of this agreement, SUBCONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code, Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, State of California, and DISTRICT and all administrative regulations, rules and policies adopted hereunder that are applicable as identified by the scope of this agreement as each and all may now exist or be hereinafter amended or changed. In addition, SUBCONTRACTOR shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Circular A-122 (cost principles for nonprofit organizations) or OMB Circular A-21 (cost principles for educational institutions) or OMB Circular A-87 (cost principles for state and local governments) as applicable to form of entity by which SUBCONTRACTOR transacts its business.

**19. MAINTENANCE OF RECORDS.** SUBCONTRACTOR agrees to maintain all records pertaining to service delivery and fiscal and administrative control for five (5) years after final payment has been made, or until all pending DISTRICT, state, or federal audits are completed, whichever is later. Upon request, SUBCONTRACTOR shall make these records available within Ventura County to all authorized DISTRICT, state (including Auditor General) and federal personnel.

**20. CUSTODY OF RECORDS.** At its option, DISTRICT may take custody of SUBCONTRACTOR's client records related to services provided under this agreement upon agreement termination. DISTRICT agrees that such custody shall conform to applicable confidentiality provisions of state and federal law. Said records shall be kept by DISTRICT in an accessible location within Ventura County and shall be available to SUBCONTRACTOR for examination and inspection.

**21. FISCAL AND PERFORMANCE AUDITS AND INSPECTION OF RECORDS.**

Authorized federal, state, or county representatives shall have the right to monitor, assess, or evaluate SUBCONTRACTOR's performance in accordance with federal and state laws and regulations. The monitoring, assessments, or evaluations may include but are not limited to audits, inspection of premises, reports, and interviews of program staff and participants.

At any time during normal business hours, and as often as DISTRICT may deem necessary, SUBCONTRACTOR shall make available to DISTRICT, state, federal or county officials for examination, all records pertaining to all matters covered by this agreement and shall permit county, state or federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this agreement.

**22.** DISTRICT shall have the right to review the work being performed by the SUBCONTRACTOR under this contract at any time during DISTRICT's usual working hours. Review, checking, approval or other action by DISTRICT shall not relieve SUBCONTRACTOR of SUBCONTRACTOR's responsibility for the accuracy and completeness of the work performed under this contract.

**23. CHILD ABUSE REPORTING.** SUBCONTRACTOR shall require all employees, volunteers, SUBCONTRACTORS, or agents performing services under this agreement who are required by Section 11166, Subdivision ( a), of the Penal Code to report child abuse or neglect or are required by Section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

**22.1** SUBCONTRACTOR shall establish procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, SUBCONTRACTOR's, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse or neglect, even when such persons are not otherwise required by Section 11166, Subdivision (a), of the

Penal Code or Section 15630 of the Welfare and Institutions Code, to report such abuse or neglect.

24. **TERMINATION.** DISTRICT retains the right to terminate this contract for any reason prior to completion by notifying SUBCONTRACTOR in writing and by paying charges accumulated prior to such termination. On completion or termination of contract, DISTRICT shall be entitled to immediate possession of and SUBCONTRACTOR shall furnish all computations, programs, correspondence and other pertinent data gathered or computed by SUBCONTRACTOR for this particular project prior to any termination. SUBCONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth in this paragraph, in the event of such termination.
25. **ADDENDA.** DISTRICT may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of SUBCONTRACTOR's compensation which are mutually agreed upon by and between DISTRICT and SUBCONTRACTOR, shall be effective when incorporated in written amendments to this agreement.
26. **CONFLICT OF INTEREST.** SUBCONTRACTOR covenants that SUBCONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this agreement. SUBCONTRACTOR further covenants that in the performance of this agreement, no person having such interest shall be employed or retained by SUBCONTRACTOR under this agreement.
27. **CONFIDENTIALITY.** Any reports, information, data, statistics, forms, procedures, systems, studies, and any other communication or form of knowledge given to or prepared or assembled by SUBCONTRACTOR under this agreement in which the DISTRICT requires to be kept as confidential shall not be made available to any individual or organization by SUBCONTRACTOR without the prior written approval of DISTRICT, except as authorized by law. SUBCONTRACTOR shall insure that SUBCONTRACTOR's employees and/or independent SUB-CONTRACTOR or agents shall keep such confidential information confidential.

28. **NOTICES.** All notices made under this agreement shall be made in writing and addressed or delivered as follows:

**TO DISTRICT:** Rio School District  
Attn: Sonya Lopez Mercado  
1800 Solar Dr., 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
(805) 485-3111

**SUBCONTRACTOR:** Catalyst Family Incorporated  
350 Woodview Ave., Suite 100  
Morgan Hill, CA 95037  
(916) 830-3342

Either party may, by written notice to the other, change its own mailing address, and shall promptly notify the other party in writing.

29. **ENTIRE AGREEMENT.** The terms and conditions set forth in the attached exhibits hereto are incorporated herein by this reference. This agreement contains all terms and conditions agreed upon by DISTRICT and SUBCONTRACTOR and no other understanding, oral or otherwise, regarding this agreement shall be deemed to bind any of the parties of this agreement.

IN WITNESS THEREOF, DISTRICT and SUBCONTRACTOR have executed this agreement on the dates indicated below.

**DISTRICT**

**CATALYST FAMILY INC.**

\_\_\_\_\_  
John D. Puglisi

\_\_\_\_\_  
Susan Dumars

Ph.D. Superintendent

President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **CATALYST FAMILY INCORPORATED SUBCONTRACT ADDENDA**

This is an “Amendment” to the original agreement between the **Rio School District**, hereinafter referred to as **DISTRICT**, and **Catalyst Family Incorporated**, hereinafter referred to as **SUBCONTRACTOR**.

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The parties enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus:

1. The parties will communicate updated policies within each organization as they are developed and distributed.
2. Clear communication will be sent to the school district if an employee or child has tested positive for COVID-19.
3. SUBCONTRACTOR agrees to adhere to all state and federal COVID-19 return to work protocols.
4. SUBCONTRACTOR will implement the following protocols and procedures to ensure the health and safety of children and employees

### **Health Screening for Children and Staff:**

- Temperature of anyone who enters the facility is taken upon arrival.
- Temperature log indicates “Yes” or “No” for a high temperature
- Families and staff are asked if they have been exposed to COVID-19, daily.
- Any child or staff member that shows signs of illness is immediately sent home.

### **Parent Sign in and Out Procedures:**

- Parents sign in and out outside of the facility using their own pen or a disinfected pen provided by the site.
- Parents do not enter the classroom and are met by staff at the sign in/out gate

### **Face Coverings:**

- Face coverings are required for adults at all times. Six feet of social distancing is also maintained with other adults at all times
- For children over the ages of two, face coverings are recommended when they are not able to maintain 6-foot physical distancing from both adults and children.
- Mask and/or face shields may also be worn. Face coverings are strongly encouraged for young children between two years old and second grade, if they can be worn properly. A face shield is an acceptable alternative for children in this cohort.
- Face coverings are worn by children in 3<sup>rd</sup> grade and above

### **Sanitizing and Disinfecting Protocols:**

- Staff clean high touch areas hourly or in-between use.

- Children and staff restrooms are disinfected hourly. Restrooms shared by more than one stable group of children and/or person are disinfected in-between use.
- Signage of protocols in English and Spanish will be posted on the preschool gate near the parking lot

**Program adjustments for children:**

- Children have their own materials that they keep in their own container.
- Any shared material is disinfected after each use.
- Increase of outdoor learning and enrichment experiences
- Daily discussions about healthy behaviors and practices.
- Provide families with videos and written information with COVID- 19 facts.
- Complete weekly check-ins with families who are not able to attend.
- Maximum of 12 children in each Preschool and School-Age classroom (or as state and local guidance allows)
- Increased individual play and parallel play when engaging in conversation
- Increased non-touch outdoor activities with equipment disinfected after each use

**Food Service:**

- Meals will continue to be provided by Rio School District
- Family style service will be suspended and substituted with individualized meal service as per USDA and people will sit 6 feet apart of one another.

**5. HOURS OF OPERATION**

Monday-Friday, 7:00am-6:00pm

**6. REOPENING PLANS.**

SUBCONTRACTOR will pilot a reopening at the Rio Real School while DISTRICT is involved in distance learning. The center will have one Preschool classroom and one School-Age classroom. This program provides full-day child care for working families and supports with distance learning. Enrollment for the School-Age program will be provided to the lowest income families first, then to families who have been enrolled the longest. Enrollment for the Preschool program will be provided to the lowest income four-year-olds, then to the lowest income three-year-olds.

Once DISTRICT students return to campus, SUBCONTRACTOR will return to remaining sites at Rio del Norte Elementary and Rio Del Mar School.

If DISTRICT extends distance learning, SUBCONTRACTOR may reopen one site at a time. Communication regarding COVID data will be provided to DISTRICT on a consistent basis.

SUBCONTRACTOR will collaborate with site administrators of DISTRICT on ingress and egress of the Preschool program.

**DISTRICT**

**CATALYST FAMILY INC.**

\_\_\_\_\_  
John D. Puglisi

Ph.D. Superintendent

\_\_\_\_\_  
Susan Dumars

President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Areas	Before Each Use	After Each Use	Daily-End of Day	Weekly	Comments
<b>Food Preparation Surfaces</b>	Clean & Sanitize	Clean & Sanitize			Use Oxivir-Tb or EPA registered household Surfaces Sanitize Sanitize bleach at ½ teaspoon /1 qt cool water. If using Oxivir-Tb, all food contact surfaces must be rinsed with potable water.
<b>Eating Utensils &amp; Dishes</b>		Clean & Sanitize			Use 5 Step Method or a dishwasher
<b>Tables Used during meal time and highchair trays</b>	Clean & Sanitize	Clean & Sanitize			Use Oxivir-Tb or EPA registered household bleach at ½ teaspoon/1 qt cool water. If using Oxivir-Tb, all food contact surfaces must be rinsed with potable water
<b>Countertops where food is prepared</b>	Clean & Sanitize	Clean & Sanitize			See Above
<b>Refrigerator</b>				Clean	Clean spills as they occur.
<b>Microwave /stove</b>				Clean	Clean spills as they occur.
<b>Play Areas in classroom-All horizontal surfaces</b>			Clean		All horizontal surfaces should be cleaned daily by janitorial services. When this does not occur, staff need to clean surfaces with a soap and water solution (not a sanitizer or disinfectant).
<b>Computer keyboards mouse</b>			Clean & Disinfect		Spray Oxivir-Tb onto paper first.
<b>Door &amp; Cabinet handles/phones</b>			Clean & Disinfect		

	Clean & Disinfect before meal time handwashing	After Each Use	Daily-End of Day	Weekly	Comments
<b>Bathroom sinks used to wash hands before meals</b>	Clean & Disinfect before meal time handwashing		Clean & Disinfect		Bathroom sinks harbor many germs. To prevent cross contamination when washing hands prior to meal time, the sink and faucets must be disinfected for 1 minute using Oxivir-Tb and then rinsed with water.
<b>Areas</b>	<b>Before Each Use</b>	<b>After Each Use</b>	<b>Daily-End of Day</b>	<b>Weekly</b>	<b>Comments</b>
<b>Kitchen sink also used for handwashing</b>	Clean & Disinfect before food prep		Clean & Disinfect		Before using the kitchen sink to wash dishes, rinse fruits/vegetables or for any other foodprep, the sink must be disinfected for 1 minute using Oxivir-TB and then rinsed with water.
<b>Dramatic play clothes</b>				Clean	Launder
<b>Plastic Mouthed toys</b>		Remove from play area	Clean & Sanitize		Sanitize using EPA registered regular household bleach ½ teaspoon/1 qt cool water
<b>Machine Washable Cloth Toys</b>				Clean	Launder
<b>Changing Table</b>		Clean & Disinfect	Clean & Disinfect under pad		Use Oxivir-Tb to clean and disinfect after each use. 1 minute contact time on surface. At the end of the day, the surface beneath the changing table pad is cleaned and sanitized.
<b>Potty Chairs</b>		Clean & Disinfect			Use Oxivir-Tb to clean and disinfect after each use. 1 minute contact time on surface.
<b>Bed Sheets, Pillow Cases, Blankets</b>				Clean	Launder before use by another child
<b>Cots &amp; Mats</b>				Clean	Clean before use by another child
<b>Drinking Fountains</b>		Clean & Disinfect			Drinking fountains used exclusively for CDI-CDC Children are cleaned and disinfected daily.



## Cleaning, Sanitizing, and **Disinfecting Schedule**



**Catalyst Family, Incorporated Programs  
End of Year Report  
2020-2021**

The Catalyst Family, Incorporated preschool and school age programs at Rio Real reopened in person on December 7, 2020. The preschool program at Rio Real provided preschool programming both in person and virtually. The school age program assisted students with online learning on the Rio Real campus. The Rio Real The programs at Rio del Norte and Rio del Mar reopened . Throughout the district, the Catalyst programs served 58 preschoolers and 15 school age children.

Due to construction at the Rio del Norte School site, the Rio School District has asked that the Catalyst Family, Incorporated preschool program at Rio del Norte relocate to Rio del Mar as of June 22, 2021 until August 13, 2021.

<b>Catalyst Family, Incorporated Programs in Rio School District 20-21</b>				
	<b>Rio Real</b>	<b>Rio del Norte</b>	<b>Rio del Mar</b>	<b>totals</b>
in-person preschoolers	12	27	8	<b>47</b>
school age	15			<b>15</b>
distance learning preschoolers	4	3	4	<b>11</b>
teachers	6	5	1	<b>12</b>
assistant site supervisor		1	1	<b>2</b>
classrooms	2	3	1	<b>6</b>





10.17





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Approval of Contract with Developing Mathematical Thinking Institute (DMTI) FY 2021/2022
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	34,600.00
Budget Source	LCAP
Recommended Action	Staff recommends approval of the DMti contract for 2021/2022 school year.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

#### Rationale:

Staff is requesting approval of the contract with DMTI for the 2021/2022 school year. DMIT will provide 9 days of professional development during the summer and provide curricular materials and assessments for 2021/2022 school year.

[DMTI- Contract for Services - Summer 2021.pdf \(127 KB\)](#)

### 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.*



### CONTRACT FOR SERVICES

This Agreement will be made between Rio School District (Client) with a principal place of business at 1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, CA 93030 and DMTI Inc. (Contractor) with a principal place of business at 6006 N. Duxbury Pier Ave., Garden City ID 83714. This Agreement will become effective on July 1, 2021 and will end no later than August 31, 2021.

#### SERVICES

DMTI Inc. agrees to perform the following services:

Services
<b>Professional Development (Summer 2021)</b> <ul style="list-style-type: none"><li>9 days of professional development (see Appendix A for more details)</li></ul>
Access to the following <b>curricular materials and assessments</b> for 2021-2022 (free for schools with professional development contract). <b>Curricular Resources</b> <ul style="list-style-type: none"><li>Unit Curriculum Maps (K-5)</li><li>Unit Overviews (K-5)</li><li>Unit Common Assessments (K-5)</li><li>Unit Curricular Modules (K-5)</li><li>Online resources</li><li>60 DMTI Math Packs</li></ul>

#### PAYMENT

In consideration for the above services to be performed by DMTI Inc., Client agrees to pay the following: \$34,200 for 9 days of math professional development (3 days each for 3 schools) in the summer of 2021. All travel costs and supplemental curriculum access fees are included. Payment can be made in August of 2021 for summer the summer professional development. Contractor will submit an invoice at time of payment.

## STATE AND FEDERAL TAXES

Contractor is an independent contractor, and not an employee of Client. Client shall not control the means, methods and techniques of Contractor in providing the services described in this Agreement.

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

## FRINGE BENEFITS

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

## WORKERS' COMPENSATION

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work, if requested.

## UNEMPLOYMENT COMPENSATION

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

## INSURANCE AND INDEMNIFICATION

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement; provided that such loss or liability is not a result of Client's fault, negligence or disregard. This indemnification shall include, but not be limited to any and all claims, losses, damages, judgements, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client arising out of this Agreement.

## CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. To the extent Contractor has access to, or views any student data or information of any kind (including but not limited to test scores, testing data, grade reports, academic information, personal information, or any other information of any kind related to students (herein after referred to as Student Information), Contractor shall handle such Student Information in a manner compliant with state and federal laws, including without limitation the Family Education Right to Privacy Act (20 U.S.C. § 1232g) and Idaho's

Student Data Accessibility and Accountability Act of 2014, and shall not disclose or disseminate Student Information except to authorized personnel of Client. Access to Student Information is restricted to (i) Contractor's employees and vendors [authorized by Client], and (ii) employees and contractors that receive access to Student Information (A) by virtue of, or (B) to perform of their job functions properly. Client will promptly and reasonably authorize employees and contractors of Contractor to access Student Information as requested by Contractor. Jonathan Brendefur, Sam Strother, Jackie Ismail, and Nerdy Dragons have each been authorized by Client to access Student Information as outlined by this Agreement.

Contractor has taken commercially reasonable steps to mitigate unauthorized data breaches or other unauthorized Student Information disclosures. Contractor shall use such Student Information solely to provide the services of this Agreement and for no other purpose. Notwithstanding the foregoing, Contractor may use (i) aggregated Student Information for secondary uses, or (ii) individual Student Information for secondary uses, but only if Contractor discloses in clear detail the secondary uses and receives written permission from the student's parent or legal guardian; provided, however, Contractor must first disclose to Client in detail any secondary uses of Student Information, including, but not limited to, sales, marketing or advertising uses. Client shall obtain express parental consent for secondary uses disclosed under this Agreement prior to deployment of Contractor's services under this Agreement. Secondary uses

To the extent Contractor's services include databases, online services, student assessments, or instructional support which includes Student Information, Contractor agrees it will destroy all such Student Information within a reasonable time after this Agreement terminates, consistent with applicable statutes. If Contractor fails to destroy Student Information in databases, online services, student assessments, or instructional support, Contractor may be subject to a penalty for non-compliance in the amount of \$100 per violation. Failure for Contractor to comply with Idaho Code § 33-133 may, under Idaho Code, result in Contractor being liable for a civil penalty not to exceed fifty thousand dollars (\$50,000) per violation.

Contractor agrees to indemnify and hold harmless Client from and against any and all losses, claims, damages, judgments, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client as a result of any violation of this provision; provided that such loss or liability is not a result of Client's fault, negligence or disregard.

## INTELLECTUAL PROPERTY OWNERSHIP

To the extent that the work performed by Contractor under this Agreement (Contractor's Work) includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions.

- Contractor's Work has been specially ordered and commissioned by Client as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.
- Contractor's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Contractor shall be the sole author of Contractor's Work and any work embodying the Contractor's Work according to the United States Copyright Act.
- Contractor agrees not to use any of the intellectual property mentioned above for the benefit of any other party including Contractor without Client's prior written permission.

## TERMINATING THE AGREEMENT

Either party may terminate this Agreement any time by giving written notice to the other party of the intent to terminate.

As indicated herein, the Contractor's confidentiality obligations shall survive termination of this Agreement.

Should the parties terminate this Agreement prior to completion of services, the Client shall receive a reimbursement of all paid yet un-earned payments for services under this Agreement less documented expenses already incurred by Contractor.

## EXCLUSIVE AGREEMENT

This is the entire Agreement between Contractor and Client.

## SEVERABILITY

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

## APPLICABLE LAW

This Agreement will be governed by the laws of the state of Idaho.

## NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement,
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by email, fax or telex to the last email, fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

## NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

## RESOLVING DISPUTES

If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which she may be entitled.

## NO WAIVER OF IMMUNITY

By entering into this Agreement, Client does not waive its governmental immunity, and does not waive any of the defenses, limitations or immunities provided to it under Idaho law. Client expressly reserves the right to assert immunity as a defense to any action arising under this contract.



# APPENDIX A

## PROFESSIONAL DEVELOPMENT SERVICES

The Developing Mathematical Thinking Institute professional development and curricular resources when used has the following benefits:

- teachers' understanding of mathematics has increased
- teachers' instructional practices have improved
- students' understanding of mathematics has increased
- students' discourse and ability to talk mathematically has improved
- standardized achievement scores have increased

We will provide embedded professional development. Teachers will learn about the five research-based instructional components of Developing Mathematical Thinking. We will highlight how to use differentiated practice and four types of questions to build mathematical language and discourse with students and teachers.

### Summer Professional Development Principal and Coaches and Teachers

**Summer Workshop:** This three-day session (up to 30 educators per group) will focus on key mathematical teaching ideas. The content will address topics in number (e.g., addition, subtraction, multiplication, and division of whole number, fractions, and decimals and ideas of fluency, place value, and patterns. We will focus on how students come to understand math and how we should provide opportunities.

### Cost Proposal for Summer 2021

Rio (summer 2021)	K-6				
	Amount	Days	Schools	Actual	Notes
Summer PD	\$2,800	3	3	\$25,200	Grades K-5 (2 elem) or ~60 teachers
Curriculum	\$1,800		2	\$3,600	
Math Packs	\$90	Teachers 60		\$5,400	Manipulatives (1 pack per teacher)
				<u>\$34,200</u>	

**SIGNATURES**

**Client:** \_\_\_\_\_ / \_\_\_\_ / 2021  
**John Puglisi, PhD, Superintendent**

**Contractor:**  \_\_\_\_\_ 6/2/2021  
Jc

10.18





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of FoodCorp. Agreement to host 2 FoodCorps service members for the 2021-2022 school year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	15,000.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	It is recommended that the Board approve the FoodCorp. Service Contract for the third year. Agreement to host 2 FoodCorps service members for the 2021-2022 school year. FoodCorps is a division of AmeriCorps, who's mission is to work with communities to connect kids to healthy food in school.

### Public Content

#### Speaker:

Wael Saleh, Assistant Superintendent, Business Services, Oscar Hernandez, Assistant Superintendent of Educational Services and Lacey Piper, Director of Child Nutrition

#### Rationale:

FoodCorps is a division of AmeriCorps, whose mission is to work with communities to connect kids to healthy food in school. They partner with school districts, schools, and community organizations who play a critical role in fulfilling their mission and directly support service members in implementing high quality programming. Funding for 33 Nutrition Educators and 3 District Pilot Positions were given to the State of California for the 2021/2022 school year.

The Rio School District is honored to be selected to host two FoodCorps Service members for the 2021/2022 school year.

- One Nutrition Educator - 40 hours per week, a service member will provide Rio Students with hands-on lessons based in nutrition, garden, and culinary education at two Rio schools: Rio Del Sol and Rio Plaza.
- One service member for a District Pilot Position - 40 hours per week, a service member will support Rio's effort to increase local procurement by 10-15%, help with recipe development and student driven menus, support California Thursday initiatives, implement waste management programs, support and develop recipes for Rio's bakery, and support the districts' wellness policy.

FoodCorps pays \$36,000 per service member. Since we are being offered (2) service members for the 21/22 school year, FoodCorps will pay \$72,000.

The School district is required to pay a \$7,500 service fee for each service member. Since we are being offered (2) service members next year that totals \$15,000. The last two years the service fee came out of LCAP funding.





## FOODCORPS SERVICE SITE AGREEMENT

This Service Site Agreement (the "Agreement") is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and **Rio School District** ("Service Site"), which is a school district] in the state of California , Tax ID: 95-600-2550.

### RECITALS

A. FoodCorps connects kids to healthy food in school, so they can lead healthier lives and reach their full potential. In partnership with AmeriCorps, FoodCorps operates a service program that places emerging leaders into limited-resource schools for a year of service.

B. Service Site is a school district that desires to partner with FoodCorps in California (the "FoodCorps State") by facilitating FoodCorps programming in the FoodCorps State.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

#### 1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document along with all exhibits and documents referenced herein will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

#### 2. Definitions

The definitions in **Exhibit A** are included for reference and are incorporated by reference into this Agreement.

#### 3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is incorporated by this reference into this Agreement. Service Site further agrees as follows:

- 3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:
  - 3.1.2 FoodCorps Requirements, Policies and Procedures the terms of which are incorporated by reference into this Agreement, and within the FoodCorps Handbook. Service Site supervisors will receive access to the FoodCorps Handbook during their supervisor training in Summer 2021.
  - 3.1.3 Prohibited Activities Rules. Service Site understands that the FoodCorps Handbook outlines the rules that prohibit the Service Site and Service Members from engaging in certain

activities (as amended, modified or supplemented from time to time, collectively the "Prohibited Activities Rules"). The Prohibited Activities Rules may be modified from time to time by AmeriCorps or FoodCorps in writing (including by email). The Prohibited Activities Rules are incorporated by reference into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities Rules.

3.1.4 Nondisplacement in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.2 Program Service Fee. Service Site agrees to comply with the following regarding the Program service fee:

3.2.2 Unless otherwise agreed to in a writing signed or confirmed by both parties, Service Site must pay FoodCorps the \$7,500 program service fee within 30 days of receipt of the invoice. FoodCorps will send Service Site its invoice in September.

3.2.3 No part of a Program service fee may be raised by or through the service of a Service Member.

3.2.4 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either compelling circumstance (as outlined in the FoodCorps Handbook) or termination of this Agreement in accordance with the terms of this Agreement, a portion of the Program service fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 Additional Service Site Obligations. Service Site further agrees as follows:

3.3.2 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.3.3 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their respective Service Member contracts and in the FoodCorps Handbook.

3.3.4 Service Site must provide or ensure, as applicable, a safe and accessible work space for Service Members, which includes making every reasonable effort to ensure that the health and safety of Service Members are protected during the performance of their assigned duties. Service Site may not assign or require Service Members to perform duties that would jeopardize their safety or cause them to sustain injuries.

3.3.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site and School Orientation Checklists in the FoodCorps Handbook.

3.3.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or



systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.

3.3.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of the Service Members, including but not limited to:

- Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
- Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
- Service Site personnel changes that result in a new staff member being appointed as Service Site Supervisor.

4. **Mutual Understandings.** For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps's ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which the Corporation for National and Community Services ("CNCS") approves FoodCorps as an AmeriCorps program and continues FoodCorps's corresponding grant, and on FoodCorps's receipt of funding from sources other than CNCS. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps's control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of Service Members regardless of targets or (b) replacement of Service Members who are suspended or terminated or who resign.
- 4.4 Service Site may conduct fundraising activities to support the Service Member Program service fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Prior to commencing any fundraising activities related to the Program service fee in which Service Site intends to raise \$1,000 or more, Service Site must notify FoodCorps in

advance of launching such fundraising activities.

- 4.5 FoodCorps welcomes advice and suggestions from Service Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

## 5. Term; Termination; Effect of Termination.

- 5.1 **Term.** The effective date of this Agreement is the last date on which it is signed by all parties. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Service Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 **Extension of Term.** In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until all Service Members have completed their required number of service hours or have formally withdrawn or been released from the program.
- 5.3 **Mutual Agreement.** Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 **Material Breach.** Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.5 **Service Site Breach.** If Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 **Effect of Termination.** Upon expiration or earlier termination of this Agreement, Service Site's rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site

## **6. Recordkeeping and Reporting.**

- 6.1 Service Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and Service Members ("Records"). Service Site will retain all Records for a period of not less than seven years following the termination or expiration of this Agreement or as otherwise required by applicable law and regulations. Service Site will make available all Records to FoodCorps and AmeriCorps for review, inspection, or audit upon written request during the term of this Agreement and for seven years after the expiration or termination of this Agreement.
- 6.2 Service Site will respond to and submit required programmatic reports to FoodCorps within the time frames specified by FoodCorps.

## **7. Independent Contractors**

The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, express or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

## **8. Confidential Information**

- 8.1 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 8.2) considers confidential or proprietary. "Confidential Information" includes all information received by Service Site from FoodCorps related to this Agreement or the Program. "Confidential Information" does not include information that the Receiving Party (as defined in Section 8.2) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.
- 8.2 In connection with this Agreement, each party (for purposes of this Section 8, the "Disclosing Party") may disclose or make available its Confidential Information to the other party (for purposes of this Section 8, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:

- (i) not use or permit to be used the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement.
- (ii) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- (iii) not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees, consultants, or legal advisors ("Representatives") who: (a) have a need to know for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 8; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8.
- (iv) be responsible for ensuring its employees', consultants', and legal advisers' compliance with, and be liable for any breach by such individuals of this Section 8.

8.3 At the Disclosing Party's request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party's Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.

8.4 Each party's confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains "Confidential Information."

## 9. Insurance; Limitation on Liability; Indemnification

Select *ONE* of the options for the 9.1 section of this Agreement.

### Option A: Check to select

9.1 a Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

### Option B: Check to select

9.1 b Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

9.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

9.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and its officers, directors, employees, and members from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

## 10. General Provisions

- 10.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 10.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 10.3 Assignment. Neither this Agreement nor any other rights or obligations of a party under this Agreement may be assigned or delegated by either party.
- 10.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 10.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 10.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 10.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, which signature shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

SERVICE SITE:  
[INSERT NAME OF SERVICE SITE)

FOODCORPS:  
FoodCorps, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_Jackie Hemann\_  
Title: \_California Program Director\_

THE UNDERSIGNED SERVICE SITE SUPERVISOR HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A

### Definitions

**FoodCorps Handbook:** A comprehensive document that describes the responsibilities of Service Members, Service Site, other service sites, and FoodCorps within the FoodCorps Program.

**FoodCorps State:** The state in which Service Site is authorized and agrees to facilitate the FoodCorps Programming pursuant to this Agreement.

**Non Duplication of Services:** FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

**Program:** A national public service program conducted by FoodCorps to connect kids with healthy food in school, pursuant to which Service Members complete a year-long term of stipended AmeriCorps service, during which time they serve to foster the creation of healthy school food environments on behalf of children in limited-resource communities. The Program may also be referred to in this Agreement as the "FoodCorps Program".

**Service Member:** AmeriCorps members enrolled to serve in the FoodCorps Program pursuant to a contract with FoodCorps ("Service Member Contract"). Service members are not "employees" or "apprentices" or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

**Service Site:** Service Site is the entity entering into this Agreement. Service Site is located within the FoodCorps State and is a school, school district, or community-based nonprofit organization focused on health, education, and/or food systems. Service Members perform their Term of Service at the Service Site.

**Service Site Supervisor:** Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

**Term of Service:** The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 9 of the year of this Agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the Program year (August 9, 2021-July 8, 2022).

## EXHIBIT B

# Service Site Requirements 2021-2022

The upcoming service term will run from August 9, 2021- July 8, 2022.

FoodCorps' mission is to work with communities to connect kids to healthy food in school. We partner with community organizations, school districts, and schools who play a critical role in fulfilling this mission and directly support service members in implementing high quality programming. All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at gatherings.

Outlined below are the key investments, program management responsibilities, and school partnership commitments that FoodCorps requires of all service sites. All service sites are also expected to read and comply with the **FoodCorps Handbook** and the **Service Site Agreement**.

Please note that this list is not comprehensive, but reflects the highest priority requirements. Due to unforeseen impacts of the COVID-19 Pandemic, or similar emergencies at the local or national level, FoodCorps may modify or change the requirements of the service position.

## SITE SUPERVISOR RESPONSIBILITIES

Service sites must appoint one staff member to act as the **lead service site supervisor**. The site supervisor will be the primary point of contact with FoodCorps. The site supervisor must be identified prior to the start of the service term, and they will be required to fulfill the following responsibilities:

- ✓ Attend a mandatory Site Supervisor Training on June 25th and regular Site Supervisor calls during the service term.
- ✓ Actively participate in service member recruitment and selection processes for their site
- ✓ Prior to Service Member's arrival: Beginning of August
  - Complete the FoodCorps Menu & Action Plan, including the School Background Information component, Areas of Service component, and Service Member Weekly Schedule components with school leaders.
  - Review and sign the Memorandum of Understanding with school leaders.
- ✓ Conduct weekly check-ins with each member to provide coaching and support.
- ✓ Approve weekly timesheets and ensure members serve a minimum of 1,700 hours.
- ✓ Complete a formal mid-term and end-of-term review for each service member.
- ✓ Adhere to all AmeriCorps rules and regulations.



- ✓ Release service members for all required national and state-based trainings.
- ✓ Participate in multi-year planning and annual goal setting to build sustainable programming.

## **SCHOOL PARTNERSHIP REQUIREMENTS**

If the service site is not an individual school, the site is responsible for selecting and building strong partnerships with local schools based on the following requirements:

- Service members may be assigned to a maximum of elementary 2 schools.
- Partnering schools must be of high-need, where at least 50% of the student population is eligible for free or reduced-price lunch or an equivalent measure (such as community eligibility).
- New partnering schools must complete a formal MOU process and meet with FoodCorps state and national staff as requested throughout the year.
- Partner schools must co-create a Service Member's teaching schedule that includes 12 teaching blocks and a minimum of 5 hours reserved for Service Members to spend in the cafeteria during meal times.
- Partner schools must work with Service Members to identify a group of youth leaders for the Cafeteria Captain program.
- Partner schools must post provided FoodCorps partnership signage in 1-2 visible locations in the school (lobby, office, etc.).
- Partnering schools must identify a School Advisor to serve as the service member's primary point of contact to ensure that they are included in the school community.

## PROGRAM REQUIREMENTS<sup>1</sup>

Site supervisors and school staff must structure FoodCorps service so that each member can successfully meet the following requirements:

- ✓ **Hands-on Learning** - The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden. Members must teach a minimum of 100 students in grades K-8 for 10+ instructional hours over the course of their service term.
  - If possible, service members are provided with opportunities to observe skilled teachers to learn about the instructional approaches and goals of the school.
  - The school agrees to provide a credentialed adult, preferably the classroom teacher, while service members deliver hands-on lessons.
  
- ✓ **Healthy School Meals** - FoodCorps sees meal time as a learning opportunity to develop lifelong healthy eating habits and positive social skills. The service member must maintain a regular presence as a positive role model in the school cafeteria, spending an average of at least [5-10 hours] in the cafeteria each week.
  - The School will introduce the FoodCorps Service Member to cafeteria staff, review school meal distribution and food safety plans, and provide access to the necessary facilities.
  
- ✓ **Schoolwide Culture of Health** - The service member should be considered an active member of the school community and support fostering a schoolwide culture of health and wellness.
  - FoodCorps Service Members should be included in school health/wellness/garden committee(s), if such teams exist.
  - Service Members should be provided with the necessary access and opportunities to build or improve the school garden
  - They should also be invited to organize, lead, or participate in initiatives to engage with staff and families remotely or in person throughout the year.

Sites must support service member participation in program evaluation. Each service member must complete the following:

- Provide ongoing information through submission of weekly Reporting & Reflection Logs.

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<sup>1</sup> *If the community is significantly impacted by COVID-19, the school agrees to give the member access to provide nutritional educational content to students in whatever way is practical under state or local restrictions implemented to meet infectious disease control measures. Adjustments might be made to service activities due to the continued impact of COVID-19.*

- Administer a pre- and a post- Vegetable Preference Survey with one group of students in 2nd grade or above.
- Submit a Healthy School Progress Report in the Fall for any schools that are new to FoodCorps, and in the Spring for all schools.
- Provide and seek pre-approval for any service plans during school closures that outline alternate service and teleservice activities, including anticipated hours and deliverables.

### **2021-2022 SITE PARTNERSHIP TIMELINE**

- |  |   |
|--|---|
| February 8                                 | <input type="checkbox"/> Service Member Application launches for 2021-2022  |
| April 2                                    | <input type="checkbox"/> Service Site Partnership Application due for all service sites   |
| April 12                                   | <input type="checkbox"/> FoodCorps informs service sites of partnership status for 2020-2021  |
| Starting April 13                          | <input type="checkbox"/> Service sites interview and select service member candidates (offers sent on a rolling basis)                              |
| June 24 <sup>th</sup> and 25 <sup>th</sup> | <input type="checkbox"/> Service Site Supervisors attend required FoodCorps training (dates vary)   |
| July 1                                     | <input type="checkbox"/> Deadline for service sites to confirm site contact information and specific partner schools (if applicable) for 2021-2022. |
| August 9, 2021                             | <input type="checkbox"/> First day of 2021-2022 service term  |
| July 8, 2022                               | <input type="checkbox"/> Last day of the 2021-2022 FoodCorps service term   |

## **FoodCorps Principles for Safety in Service During COVID-19**

*Last updated 4/15/21, subject to change*

**FoodCorps' expectations for in-person service:** For the 2021-2022 service term, FoodCorps' expectation is that service members will serve in person at their schools and sites. If a member cannot meet the site or school's requirements for in-person service, they must request an accommodation from FoodCorps HR and the site during the selection process before the start of the term. If a reasonable accommodation cannot be met at that site, FoodCorps will search for another site for the member to serve at; however, we cannot guarantee that another site will be identified. If no reasonable accommodation can be met and no alternative sites can be identified, FoodCorps will make the final decision regarding terminating the term of service for the member.

**FoodCorps' expectations for vaccinations:** FoodCorps supports and encourages vaccination for service members, but members are only required to get vaccinated if their site or school requires it. If their site requires it and they do not want to be vaccinated, they can request a religious or medical exemption (if applicable) or can decline service at that site. We will try to accommodate, but cannot guarantee, another service placement.

**A note for service sites:** FoodCorps requires all Service Sites and Schools to provide service members with training and up to date information on the specific school, site, and local protocols for public health and safety related to COVID-19. In the absence of more rigorous or specific guidance at the local level, the Service Site should ensure that FoodCorps service members comply with the following principles as minimum standards for safety. If, for any reason, a service member is unable, unwilling, or, as a Service Site, you cannot support them to adhere to these minimum standards, please inform the FoodCorps state team as soon as possible.

**Principles for Safety:** The impact of COVID-19 varies across the many communities we serve, as does the response of local and state officials. While policies and guidelines for safety differ depending on where you serve, every individual plays a role in preventing the spread of the virus. Your safety and that of the communities you serve is a top priority for FoodCorps. Therefore, we ask that all members adhere to the minimum standards for safety outlined below. If your school, site, or state provides more prescriptive and specific guidelines, please read and comply with those protocols first and foremost. In cases where more rigorous guidelines do not exist, service members should follow the basic principles listed below. If, for any reason, a service member is unable, unwilling, or unsupported to adhere to these minimum standards, they should alert their site supervisor and state team as soon as possible.

FoodCorps will provide two reusable cloth masks to each service member. FoodCorps also offers reimbursement for the purchase of safety equipment and supplies for your service, such as additional masks, hand sanitizer, gloves, disinfectants, etc., purchased through the Service Member Supply Fund.

The following principles are based on current research and guidance provided by public health professionals:

- **Stay informed-**
  - Keep up to date on local school, district, site, and state public health policies, protocols and guidelines related to COVID-19 and adhere to them. Reach out to your site supervisor and state team if you have questions or concerns about these policies.
  - Be familiar with the [symptoms of COVID-19](#)
- **Practice physical distancing-**
  - Minimize close contact with anyone outside the members of your household, maintain a distance of at least six feet whenever possible.
  - Whenever practical, engage in group activities outdoors (i.e. teach classes in the garden). If indoors, increase ventilation by opening windows.
- **Wear a mask-**
  - Use a mask to cover your mouth and nose when in public. This is especially important when indoors, or when unable to maintain a distance of at least six feet.
  - Maintain a distance of at least six feet even when wearing a mask, a cloth face covering is not a substitute for social distancing.
- **Maintain good hygiene-**
  - [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
  - If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
  - If you are around others and are not wearing a cloth face cover, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
  - Avoid touching your eyes, nose, and mouth with unwashed hands.
  - Clean and disinfect frequently touched surfaces, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.
  - Avoid sharing tools, supplies, and utensils, provide individual use materials that are disposable or can be sanitized for re-use.
- **Monitor your health:**
  - Monitor for any [symptoms of COVID-19](#).
  - Do NOT report for in-person service if you are even mildly sick. Stay home and self-quarantine. Let your Site Supervisor and FoodCorps State Team know immediately. If you have any symptoms of COVID-19, contact your health provider and ask whether you can or should be tested for the virus.

- If you have been sick, adhere to local public health guidelines regarding when you may return to your school or site, but at a minimum, you should not return to service until you have been symptom free for at least 24 hours.
- If you suspect that you may have been exposed to the virus, and/or if you have any symptoms of self-quarantine and contact your health provider immediately.
- If you test positive for COVID or believe that you may have had COVID, you should self-isolate, and only return to service after:
  - At least 10 days since symptoms first appeared **and**
  - At least 24 hours with no fever without fever-reducing medication **and**
  - Other symptoms of COVID-19 are improving:
    - At least 72 hours have passed since you have experienced any symptoms AND test negative for COVID-19

### **Guidance for Service Members with Health Concerns**

If you have a medical condition that may place you at a higher risk for severe COVID-19 illness, or are concerned for any other reason about your ability to serve safely given the needs and circumstances at your FoodCorps service site, please reach out to your FoodCorps' site supervisor and state team to discuss accommodations and/or a plan for alternative service. If you are uncomfortable discussing your medical situation with your site supervisor or state team, please reach out to FoodCorps' HR team.

### **References and Additional Resources:**

- [List of Links to State Health Department Websites](#)
- [CDC Guidance for School Nutrition Professionals and Volunteers at Schools](#)
- [CDC Guidance on Reopening for Schools, Child Care, and youth Programs](#)
- [CDC List of Symptoms](#)
- World Health Organization: [Coronavirus Disease Advice for the Public](#)
- World Health Organization: [Key Actions for Prevention in Schools](#)
- [Center for Eco-Literacy Emergency Meal Services Resources](#)
- [Public Health Guidelines for Safe Community Gardening Best Practices for COVID-19](#)

10.19







### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval for Superintendent to receive and approve lowest responsive bids for the Sports Field Complex, Phase 1, at Rio Del Valle.
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Superintendent to receive and approve the lowest responsible bids for the Rio Del Valle Sports Field Complex, Phase 1 so that the job is able to move forward during the month of July.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

At the March 17, 2021 Board Meeting, the Board approved Rio School District to go out to bid for the Rio Del Valle Sports Field Complex, Phase 1. We are requesting that the Board allow the Superintendent to receive and review the bids and award the lowest bidders so that the job can move forward during the month of July, when there are no Board Meetings. The Sports Complex will be approximately \$4,000,000.00.

### Administrative Content

### Executive Content



10.20





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval to declare and sell obsolete E-waste Devices
Access	Public
Type	Action (Consent)
Preferred Date	Jul 01, 2021
Absolute Date	Jul 01, 2021
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the obsoletion and selling of the listed devices.

### Public Content

Speaker: Jarkko Myllari

Rationale: To ensure appropriate and safe recycling and post-processing of the irreparable and obsolete technology devices, Technology Services recommend approving the list of e-waste devices. PC Recycle was selected as the vendor to purchase and process the e-Waste.

[September 2020 Asset Tag Inventory Spreadsheet \(Obsolete\).xlsx \(85 KB\)](#)

[8.1.6.1-P Data Destruction Procedure - 1.2 \(1\).docx \(327 KB\)](#)

[Rio Elementary School District Mail - Your e-Waste service proposal for obsolete equipment.pdf \(143 KB\)](#)

### 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.*



	<b>QEHSMS Manual</b>	<b>Effective Date: 9-5-19</b>
<b>SUBJECT:</b> <b>Data Destruction Procedure</b>	<b>Issue: 1.2</b> <b>Page: 1 of 2</b>	

A. Material containing memory devices shall be wiped according to the instructions listed below;

B. Hard Drives Prior to sanitization, drives will be logged on appropriate audit sheet, sorted according to size, and stored in secure area

1. Hard drives are tested and wiped using KillDisk Data Wiping Software.

i. This method is used by the Department of Defense, # 5220-22.M and meets the requirements of NIST 800-88 rev. 1 guidelines.

ii. The method is a three-pass wipe using random characters, complements of characters, and random data streams

2. Connect the hard drive to the system.

i. Launch Killdisk

ii. Once the hard drive is detected Click Erase

iii. Click Actions > Erase Disk

iv. Click Erase Disk

v. Select All Disk Space

vi. When Prompted Type in "Erase-All-Data" to confirm erase

vii. When process is completed disconnect drive

viii. Place good loose hard drives in wiped hard drive storage units or in outgoing machines.

ix. Sort bad hard drives to warehouse for recycling

x. Bad hard drives have boards removed and are sold as scrap to authorized downstream vendor.

C. All employees involved in data destruction shall receive training upon hire and annual refresher training. Employee competency will be assessed by the Supervisor and recorded on the Training Record.

D. **Quality Control – Internal**

PC Recycle shall conduct quality control on 1% every HDD tested to resale monthly using Lazesoft Data Recovery.

1. QC inspections shall be noted by authorized signature on logs verifying procedure is done correctly:

i. The date of the check

ii. The serial number of drive

iii. The size of drive

2. If the QC check reveals that the hard drive has not been completely or properly sanitized, a corrective action shall be initiated according to the Incident Investigation, Nonconformity, Corrective and Preventive Action Procedure. All drives since the previously QC check must be re-wiped.

	<b>QEHSMS Manual</b>	<b>Effective Date: 9-5-19</b>
<b>SUBJECT:</b> <b>Data Destruction Procedure</b>		<b>Issue: 1.2</b> <b>Page: 2 of 2</b>

### Physical Destruction of Hard Drives

1. Hard drives that are unable to be successfully wiped or required by the customer to be destroyed shall be destroyed.
  
2. **Quality Control**  
The HDD destruction operator will visually inspect all gaylords of destroyed material to ensure the material meets the quality control requirements.

Related and Supporting Documents

10.2.1-P Incident Investigation, Nonconformity, Corrective and Preventive Action Procedure

Document Revision History			
Issue	Description of Change	Approved Date	Approved By
1.0	Original	09-13-16	Carla Calamba
1.1	Revision 1: Update company name	10-02-18	Jennifer Blair
1.2	Revision 2: Changes made to procedures	9-5-19	Sarah Murdock



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**Your e-Waste service proposal for obsolete equipment**


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**Sarah Murdock** <sarahmurdock@fcsrvs.com>  
 To: jmyllari@rioschools.org, Neil <neilagness@fcsrvs.com>

Tue, Jun 15, 2021 at 1:52 PM

Good Afternoon,

Please see pricing below. I have also attached PC Recycles Data Security policy for you to review. Let me know if you have any questions at all.

Qty	Material	Price Per LB	Price Per Unit	Total Value
6	Monitors	\$0.20	NA	
7	Towers	\$0.24	NA	
1	Printers	\$0.00	NA	
1	Laptop	NA	\$5	\$5
8	Laptop	NA	\$5	\$40
1	Laptop	NA	\$5	\$5
759	Laptop	NA	\$10	\$7,590
28	Tablets	\$0.75	NA	NA
55	Netbooks	NA	\$5	\$275
2	Netbooks	NA	\$5	\$10
73	Laptops	NA	\$5	\$365
<b>Total Value</b>				<b>\$8,290.00</b>

Thank You!

Sarah Murdock  
 ITAD Manager



**Location:** 2001 Anchor Ct Ste B, Newbury Park, CA 91320

**Phone:** 805-499-0050

**Mobile:** 805-760-402-7489

**Website:** [www.pcrecycle.us](http://www.pcrecycle.us)

**Instagram | Facebook** California E-Waste Collector / Recycler CEWID #: 116816

[ISO 9001:2015](#); [ISO 14001:2015](#); [ISO 45001:2018](#); [R2:2013](#)

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**10.21**





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Annual List of Pre-Qualified Bidders from Quality Bidders for 2021/2022
Access	Public
Type	Action (Consent)
Recommended Action	The Board is asked to approve the Pre-Qualified Bidder list from Quality Bidders for the 21/22 year.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

### Background

California Assembly Bill 1565 (AB 1565), passed in 2014 & was updated with AB 2031 (2018) states that if the governing board of the district uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 for contracts totaling \$1,000,000, that the governing board of the district shall require prospective bidders (General and MEP subcontractors) to complete and submit, to the district, a standardized prequalification questionnaire and financial statement. This pre-qualification questionnaire must meet the minimum requirements set forth by the Department of Industrial Relations (DIR) for pre-qualification.

Administrative Regulation 3311 (AR 3311) and Public Contract Code (PCC) 20111.5, state that the district may establish a procedure for prequalifying bidders on a quarterly basis or yearly basis and may authorize that pre-qualification be considered valid for up to one calendar year following the date of the initial pre-qualification. PCC 20111.6 requires all prospective bidders to complete and submit to the governing board of a school district a standardized pre-qualification questionnaire and financial statement for board adoption.

In 2019, the Board approved the contract with Quality Bidders to provide a yearly online pre-qualification application process, renewed the contract for 2020 and again for 2021. Applications received by Quality Bidders have been reviewed by staff, and the attached pool of pre-qualified bidders is recommended for approval. Once eligible bidders have been notified of their approval by the District, their approval shall be renewed annually via the same online process. All interested parties in contracting for school construction projects with the District, had over a month to submit their pre-qualification package to Quality Bidders.

With the help of the District's Construction Manager, numerous emails and calls have been placed to current or past contractors and sub-contractors encouraging them to renew or submit the required documentations for pre-qualification. Ten (10) days after Board approval of this bidder list, the District may send out documents requesting bids from the pre-qualified list for any future facility project.

### Rationale

Adoption of an online pre-qualification process, which is compliant with the law, will save significant District staff time by automating the pre-qualification and reference checks of all prospective bidders. In neighboring Districts, hundreds of prospective bidders have gone through this online pre-qualification process and are familiar with the process. Once eligible bidders have been notified of their approval by the Board of Trustees, their approval can be renewed annually via the same online process.

There will be no impact to the District's General Fund. The District's costs will be funded out of dedicated facilities bond and related mitigation fee funds.

Attached is the list of pre-qualified bidders.





## Rio School District 2021 Prequalified Contractors Report

Company	Contractor	Address	Phone	Email	License Num	License Classifications	Approval Limit	Expires
ACCO ENGINEERED SYSTEMS INC	Cindi Adler	888 East Walnut Street, Pasadena, CA 91101 (HQ)	618-244-6571	cadler@accoes.com	120696	A (General Engineering Contractor), B (General)	\$1,000,000,000	06/16/2022
ACT GLOBAL AMERICAS INC	Chris Vaage	4201 West Farmer Ln, Suite B 175, Austin, TX, 78727	512-733-5300	cvaage@actglobal.com	1065587	A (General Engineering Contractor), C-61 (Limited)	\$10,000,000	06/16/2022
AP Construction Group Inc DBA Air Plus	Valerie Valle	15537 Cabrito Road, Van Nuys, CA, 91406	818-780-8655 x24	info@apconstructiongroup.com	573122	B (General Building Contractor), C-20 (Warm-Air C-16 (Fire Protection Contractor)	\$40,000,000	06/16/2022
APEX FIRE PROTECTION, INC.	ZARE BABAYAN	2155 VERDUGO BLVD. #220, MONTEROSE, CA,	818-957-3400	apexfireinc@yahoo.com	954286	B (General Building Contractor)	\$5,000,000	05/19/2022
American Building Automation, Inc.	Adrian Rosales	5528 Everglades Street, Suite A, VENTURA, CA, 93003	805-658-0165	estimating@abainc.biz	756997	C-7 (Low Voltage Contractor), C-10 (Electrical Contractor)	\$3,750,000	06/16/2022
American Pipeline Services	Richard Craig	PO Box 1931, Monrovia, CA, 91017	877-358-0165	rcraig@americanpipelineservices.com	987779	A (General Engineering Contractor), C-20 (Warm-Air C-7 (Low Voltage Systems Contractor)	\$2,500,000	06/16/2022
Audio Associates of San Diego dba Audio Associates	Sundi Browne	1497 Jayken Way, Chula Vista, CA, 91911	619-461-9445	sbrowne@audioassociates.com	728789	C-7 (Low Voltage Systems Contractor)	\$3,750,000	06/01/2022
Avidex Industries LLC	Felicia McGinn	20382 Hermans Circle, Lake Forest, CA, 92630	949-428-6333	biddesk@avidex.com	981651	C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor)	\$45,000,000	06/16/2022
BALFOUR BEATTY CONSTRUCTION LLC	Nikki Holloway	10820 Trenea Street, Suite 300, San Diego, CA 92131	858-635-7400 x39	nholloway@ballfourbeatty.com	979126	A (General Engineering Contractor), B (General)	\$640,395,720	06/01/2022
BORBON INCORPORATED	Arisbet Picazo	2560 West Woodland Drive Anaheim CA 92801	714-994-0170	arisbet@borbon.net	351557	C-33 (Painting and Decorating Contractor)	\$30,000,000	06/16/2022
Bali Construction, Inc.	Grant Wood	9852 E. Joe Vargas Way, South El Monte, CA, 91733	626-442-8003	estimating@baliconstruction.com	524540	A (General Engineering Contractor), C-4 (Boiler, Hot	\$42,000,000	06/01/2022
Blum and Sons Electric Inc	Cassandra Hernandez	606 Linden Avenue, ATTN: Cassandra Hernandez, 4664 S. Cedar Ave, Fresno, CA, 93725	805-684-1010	projectclass@blumelectric.com	494283	C-10 (Electrical Contractor)	\$10,000,000	06/01/2022
Bowen Engineering and Environmental	Erik Bowen	488 N. Rosemead Blvd., Pasadena, CA, 91107	626-351-8800	bowendemo@yahoo.com	816496	A (General Engineering Contractor), B (General Building Contractor)	\$3,750,000	06/01/2022
C.W. Driver, LLC	Jennifer Vasquez	3910 MARKET ST STE A, Ventura, CA, 93003	805-642-0149	jvasquez@cwdriver.com	1009002	C-17 (Glazing Contractor)	\$49,412,732	05/19/2022
CENTER GLASS CO NO 9 California Facility Specialties, Inc.	Michelle Ortiz	161 Mercury Circle, Pomona, CA, 91768	909-599-1200	michelle@centerglasscompany.com	244559	C-17 (Glazing Contractor)	\$8,000,000	06/01/2022
Control Electric Inc.	Karen Taylor	840 E Parkridge Ave, Suite 106, Corona, CA, 92879	951-739-7399	ktaylor@controlelectric.net	809558	C-61 (Limited Specialty), C-10 (Electrical Contractor), C-20 (Warm-Air Heating,	\$500,000	06/16/2022
DVBE Mechanical Inc. David M. Bertino Manufacturing, Inc.	Bryan Suttles	17319 Bircher Street, Granada Hills, CA, 91344	818-927-3823	dvbemechanical@gmail.com	1018933	B (General Building Contractor), C-4 (Boiler, Hot C-6 (Cabinet, Millwork and Finish Carpentry Contractor)	\$3,750,000	06/16/2022
Econo Fence, Inc.	Amanda Johnson	P.O. Box 1820, Colton, CA, 92335	909-888-9122	cindy@davidmberntomanaufacturing.com	520857	C-13 (Fencing Contractor), B (General Building Contractor)	\$6,000,000	06/01/2022
Enterprise Construction, Inc.	Farhat Ghaemi	5281 Pedley Rd., Riverside, CA, 92509	951-885-5000 x101	ajohnson@econofenceinc.com	337734	A (General Engineering Contractor), B (General)	\$33,000,000	06/01/2022
FENCE FACTORY	DEBI AVENDANO	5210 Lewis Rd. Suite #14, Agoura Hills, CA, 91301	818-879-5222	estimating@enterprisecost.com	783613	A (General Engineering Contractor), B (General)	\$40,000,000	06/16/2022
Floored Tile & Stone	Greg Zwerner	1606 Los Angeles Ave, Ventura, CA, 93004	805-642-3249	davendano@fencefactory.com	275524	A (General Engineering Contractor), C-13 (Fencing C-54 (Ceramic and Mosaic Tile Contractor)	\$2,500,000	06/01/2022
Fremont Millwork Co.	Tiffany Gallup	7200 Helena Place, Fontana, CA, 92336	909-374-8090	greg@flooredtile.com	791250	C-8 (Cabinet, Millwork and Finish Carpentry Contractor)	\$12,000,000	06/16/2022
Giant Services Inc.	Dana Beltich	2949 Onyx Avenue, Kiamath Falls, OR, 97603	541-884-5554	tgallup@fremontmillwork.com	249756	C-10 (Electrical Contractor)	\$3,750,000	06/01/2022
Ground Breakers Construction Inc.	Marty Siebe	20258 Hwy 18 Unit 430-254, Apple Valley, CA, 92307	760-998-2929	dana@giantpowercomm.com	920295	A (General Engineering Contractor), B (General)	\$1,500,000	06/16/2022
HPS Mechanical, Inc.	Alma Martinez	PO Box 520 (mail) 2292 Hayride Rd. (phys), Lebec, 3100 E. Belle Terrace Bakersfield, CA 93307	661-248-6490 x30	msiebe@gbreakers.com	823501	A (General Engineering Contractor), B (General)	\$20,000,000	06/01/2022
Hamel Contracting, Inc.	Grant Hamel	28431 Jefferson Ave., Ste A, Murietta, CA, 92562	661-397-2121 x8209	planroom@hpsmechanical.com	793014	A (General Engineering Contractor), B (General)	\$50,000,000	06/16/2022
Interpipe Contracting, Inc.	Ron Smith	10870 Hartley Road, Santee, CA, 92071	615-600-2783	grant@hamelinc.com	919635	A (General Engineering Contractor), B (General)	\$10,000,000	06/01/2022
JAM Fire Protection, Inc. dba JAM Corporation	Geoff Szabo	10870 Hartley Road, Santee, CA, 92071	615-596-7733	info@interpipecontracting.com	578888	C-34 (Pipeline Contractor), C-36 (Plumbing Contractor)	\$20,000,000	06/01/2022
JPI Development Group, Inc.	Patricia Meza	1930 S. Myrtle Ave., Monrovia, CA, 91016	626-256-4400	geoff.szabo@jamfire.com	791060	B (General Building Contractor), C-7 (Low Voltage Contractor)	\$20,000,000	06/01/2022
John S. Bascom Inc. dba Precision Plumbing-	John Bascom	41205 Golden Gate Circle, Murietta, CA, 92562	951-973-7680	estimating@jpidevelopment.com	778930	A (General Engineering Contractor), B (General)	\$20,000,000	06/01/2022
Junior Steel Co.	Janet Alvarez	5350 Gabbert Rd., Moorpark, CA, 93021	805-529-4748	india@ppmemail.com	533836	C-36 (Plumbing Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting)	\$7,000,000	06/01/2022
K & Z CABINET CO., INC. K F Y UNITED MECHANICAL CONTRACTORS, INC. dba	DENNIS CHAN	134 w 168th st, Gardena, CA, 90248	310-556-6868	janeta@anvilsteel.com	825032	B (General Building Contractor), C-51 (Structural Contractor), C-5 (Cabinet, Millwork and Finish Carpentry Contractor)	\$40,000,000	06/01/2022
KINCAID INDUSTRIES, INC.	Rocky Espiritusanto	1450 S Grove Avenue, ONTARIO, CA, 91761	909-947-3567	mrsangco@kzcabt.com	319196	B (General Building Contractor), C-20 (Warm-Air Contractor), C-16 (Fire Contractor)	\$12,000,000	06/01/2022
KITCOR CORPORATION	Ruby Soriano	794 E. LOS ANGELES AVE., SIMI VALLEY, CA 93065	805-583-1010 x114	jeremy@umcontractors.com	759496	A (General Engineering Contractor), C-43 (Sheet Metal Contractor)	\$5,000,000	06/01/2022
KYA Services, LLC	Shane Collins	31-065 Plantation Drive, Thousand Palms, CA, 92276	760-343-5457	rocky@kincaidindustries.com	695797	B (General Building Contractor), C-15 (Flooring Contractor), C-15 (Flooring Contractor), C-38 (Refrigeration Contractor), B (General)	\$30,000,000	06/01/2022
Kamran and Company, Inc.	Anja Nachtigall	9959 Glenoaks Blvd, Sun Valley, CA, 91352	818-767-4800 x15	ruby@kitcor.com	244236	A (General Engineering Contractor), C-12 (Earthwork Contractor), C-12 (Earthwork Contractor), C-12 (Earthwork Contractor)	\$16,000,000	06/01/2022
Lee and Stres, Inc.	Katrina Richardson	1800 E McAdden Ave, Santa Ana, CA, 92705	714-659-6476	shane.collins@theyyagroup.com	984827	A (General Engineering Contractor), C-12 (Earthwork Contractor), C-12 (Earthwork Contractor)	\$16,000,000	06/01/2022
Los Angeles Air Conditioning, Inc.	Ana Andrade	411 E Montecito St, Buellton, CA, 93427	805-963-3016 x120	anjan@kamranco.com	687988	A (General Engineering Contractor), C-12 (Earthwork Contractor), C-12 (Earthwork Contractor)	\$16,000,000	06/01/2022
M/M Mechanical, Inc.	Kimberly Eckert	634 S. Palmetto Ave, Ontario, CA, 91762	909-983-9557	katrinar@lee-stres.com	288402	B (General Building Contractor), C-20 (Warm-Air Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting)	\$3,750,000	06/16/2022
Marina Landscape, Inc.	Hue Ta	1714 Lindbergh Ct., La Verne, CA, 91750	805-745-1126	ana@laair.net	208872	A (General Engineering Contractor), B (General)	\$90,000,000	06/01/2022
McClanahan Inc DBA Hartmanalre	Cindy McClanahan	1027 Cindy Lane, Carpinteria, CA, 93013	714-939-6600 x485	kimberlye@mmmechanical.net	774231	A (General Engineering Contractor), B (General)	\$50,000,000	06/16/2022
Menemsha Development Group INC dba Menemsha Oilfield Electric Company dba Oilfield Electric & Motor Pacific Coast Sound and Communications, Inc. dba	John Novak	3707 W Garden Grove Blvd, Orange, CA, 92668	714-939-6600 x485	estimator@marinaco.com	492862	C-61 (Limited Specialty)	\$1,000,000	06/01/2022
Painting & Decor, Inc.	John Buchner	12 Gardenia, Lake forest, CA, 92630	951-479-6855	balanceandtest@aol.com	1017713	B (General Building Contractor)	\$35,000,000	06/16/2022
Pathway Communications LTD	Becky Thurmon	20521 Earl Street, Torrance, CA, 90503	310-678-2346	jnovak@menemshasolutions.com	647870	C-10 (Electrical Contractor)	\$3,750,000	06/16/2022
Pierrre Landscape, Inc.	Jessica Ramirez	1801 N Ventura Ave, Ventura, CA, 93001	805-648-3131	info@oilfid.com	126250	C-7 (Low Voltage Systems Contractor)	\$2,000,000	06/01/2022
Preferred Ceilings, Inc.	Rick Risser	330 N. Wood Road, Suite L, Camarillo, CA, 93010	805-987-1351	hope@pacificomusa.com	529914	B (General Building Contractor), C-33 (Painting Contractor), C-7 (Low Voltage Systems Contractor)	\$4,000,000	05/19/2022

Company	Contractor	Address	Phone	Email	License Num	License Classifications	Approval Limit	Expires
Pro-Craft Construction, Inc.	Jessica Reed	500 Iowa Street, Redlands, CA, 92373	909-790-5222	jreed@procraftci.com	467234	A (General Engineering Contractor), B (General)	\$75,000,000	06/16/2022
Pueblo Construction Inc.	Marcella Cuevas	232 Anacapa Street Suite 20, Santa Barbara, CA, 93101	805-564-1313	marcella@puebloconstruction.net	538295	B (General Building Contractor), C-39 (Roofing)	\$3,750,000	06/16/2022
R Brothers Inc.	Shahrooz Rostami	702 Callis St, San Fernando, CA 91340	310-696-9406	rbrothersinc@gmail.com	956208	B (General Building Contractor), C-8 (Concrete)	\$3,750,000	06/16/2022
RDM Electric Co., Inc.	Maria De Leon	4260 E. Brickell Street, Ontario, CA, 91761	909-591-0990	m.deleon@rdmcompanies.com	539194	C-10 (Electrical Contractor)	\$60,000,000	06/01/2022
RND Contractors Inc	Jimmy Pardo	14796 Jurupa Ave #A, Fontana, CA, 92337	909-429-8500 x110	hsauter@rdmcontractorsinc.com	898471	A (General Engineering Contractor), C-51 (Structural)	\$20,000,000	06/01/2022
Red Hawk Services, Inc.dba Red Hawk Fence	Scott Moore	262 E 1st St, Pems, CA, 92570	951-657-6400	kevin@redhawkservices.us	1050794	A (General Engineering Contractor), B (General)	\$3,750,000	06/16/2022
Reed Mechanical Systems, Inc.	Tom Reed	4300 N Ventura Ave, Ventura, CA, 93001	805-768-6824 x102	tom@reedmechs.com	957662	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning)	\$750,000	06/01/2022
Russell Sigler Inc.	Jeffrey Myers	205 South Puente St., Brea, CA, 92821	714-421-2455	jmyers@siglers.com	960159	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning)	\$5,000,000	06/02/2022
SBS Corporation	David Alatorre	2409 Avenida Del La Rosa,, Camarillo, CA, 93012	805-494-4363 x405	dalatorre@sbscorp.us	742762	B (General Building Contractor)	\$3,750,000	06/16/2022
Silver Creek Industries, LLC.	Danl Shaughnessy	2830 Barrell Avenue, Pems, CA, 92571	951-943-5393 x146	dshaughnessy@silver-creek.net	855259	B (General Building Contractor), C-10 (Electrical)	\$150,000,000	06/16/2022
Simco Mechanical, Inc.	Chantal Halajian	2222 Foothill Blvd, #E119, La Canada, CA, 91011	818-957-4994	chantal@simcomechanical.com	974288	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning)	\$5,000,000	06/16/2022
Smith Mechanical-Electrical-Plumbing	Michael Brannon	1340 W. Belteravia Road, Santa Maria, CA, 93455	805-621-5000	kb@smith-electric.com	420418	A (General Engineering Contractor), B (General)	\$250,000,000	05/21/2022
Southern Bleacher Company, Inc.	Carla Hemdon	PO Box One Graham TX 76450	940-549-0733	hemdon@southernbleacher.com	564497	A (General Engineering Contractor)	\$50,000,000	05/19/2022
Southern California West Coast Electric, Inc.	Kathy Figueroa	252 West 4th Street, Suite F., Beaumont, CA 92223	951-396-7311	kathy@scwce.com	462222	C-10 (Electrical Contractor), B (General Building)	\$40,000,000	06/16/2022
Standard Drywall, Inc.	Angle Peckman	9902 Channel Road, Lakeside, CA 92040	619-443-7034	apecckman@standarddrywall.com	444328	B (General Building Contractor), C-2 (Insulation)	\$500,000,000	06/16/2022
Star Hardware Inc.	Alan Cordero	201 N. Ponderosa Ave., Ontario, CA, 91761	909-481-7331	cordero.alan@gmail.com	766703	C-61 (Limited Specialty)	\$16,000,000	06/02/2022
TELENET VoIP, INC.	EMMELINE ADIZON	850 PARKVIEW DRIVE NORTH, EL SEGUNDO, CA, 9000	805-253-9000	emmeline@telenetvoip.com	647808	C-7 (Low Voltage Systems Contractor), C-10 (Electrical)	\$12,000,000	06/02/2022
Taft Electric Company	Travis Roy	1694 Eastman Avenue, Ventura, CA, 93003	805-642-0121	troy@taftelectric.com	772245	C-10 (Electrical Contractor), A (General Engineering)	\$150,000,000	06/02/2022
Tel-tec Security Systems, Inc.	Morgan Clayton	5020 Lisa Marie Court, Bakersfield, CA, 93313	861-397-5511	morgan.clayton@tel-tec.com	472338	C-7 (Low Voltage Systems Contractor), C-10 (Electrical)	\$1,500,000	05/19/2022
The Groundskeeper, Inc.	Harry Avedissian	P.O. Box 3402, Camarillo, CA, 93011	806-200-995	info@groundskeepervc.com	729273	C-27 (Landscaping Contractor)	\$400,000	06/02/2022
Venco Electric Inc.	Roy Martin	2360 Sturgis Road, Suite D, Oxnard, CA, 93030	805-278-1922	vencoelectric@yahoo.com	446770	C-10 (Electrical Contractor)	\$3,000,000	06/02/2022
Walsman Construction, Inc.	Guy Walsman	21430 Strathem St., Unit D, Canoga park, CA, 91304	818-716-6396	estimating@walscon.com	839916	B (General Building Contractor), C-2 (Insulation)	\$30,000,000	06/02/2022

10.22





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.22 District server replacement and upgrade
Access	Public
Type	Action (Consent)
Preferred Date	Jun 30, 2021
Absolute Date	Jul 30, 2021
Fiscal Impact	Yes
Dollar Amount	37,231.68
Budgeted	Yes
Budget Source	Measure L / Infrastructure
Recommended Action	Staff recommends replacing the District servers with an upgraded solution by Dell.

### Public Content

Speaker: Jarkko Myllari

Rationale: The District's Current servers were purchased in 2010, and are now out of warranty with parts starting to fail. District Help Desk server needs to be upgraded to a newer and higher capacity server to ensure stability and performance for the growing number of users. DNS servers need to be replaced with physical servers to provide higher throughput to our growing number of devices, alleviating bottlenecks to the internet and taking advantage of our new network infrastructure and to provide overall improved stability. Consolidation of three old Virtual Host servers that run other miscellaneous virtual servers that are needed for the management of our users and network infrastructure. With the proposed solution, the annual costs over 10 years are \$3,738.40.

Dell Computer - Saved Quote Information -3000088566599.pdf (165 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*





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**Dell Computer - Saved Quote Information -3000088566599**

1 message

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**Oscar Nunez** <onunez@rioschools.org>  
To: jmyllari@rioschools.org

Tue, Jun 15, 2021 at 7:13 PM

----- Forwarded Message -----

**From:** Dell Inc <dell\_automated\_email@dell.com>  
**Date:** June 16, 2021 at 2:11 GMT  
**Subject:** Dell Computer - Saved Quote Information -3000088566599  
**To:** Oscar Nunez <onunez@rioschools.org>

You have saved an eQuote 3000088566599

An eQuote is now saved in your Dell Online Store.  
This will be held for 30 days and will expire on 07/15/2021

Your eQuote has been sent to:

Emailed to: [onunez@rioschools.org](mailto:onunez@rioschools.org)  
[onunez@rioschools.org](mailto:onunez@rioschools.org)

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Click on "Quotes" in the top menu bar and search for eQuote number 3000088566599

**eQuote Name**  
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**eQuote Description**  
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**Notes/Comments**  
**Account Name**  
**Contract Code**Server Refresh  
[onunez@rioschools.org](mailto:onunez@rioschools.org)  
DNS and Virtual machine serversRio School District.  
C000000181093**Shipping Info**Oscar Nunez  
1800 Solar Dr  
3rd Fl  
Oxnard, CA 93030-2655  
(805) 485-3111**Billing Info**MARIA ACOSTA  
3300 CORTEZ ST  
OXNARD, CA 93036-1309

## eQuote Summary

Description	Quantity	Unit Price	Subtotal
PowerEdge R640 Fully Configurable	2	\$4,687.27	\$9,374.54
PowerEdge R740 Fully Configurable	1	\$24,871.77	\$24,871.77
Taxable Amount			\$32,273.93
Non Taxable Amount			\$1,972.38
eQuote Subtotal			\$34,246.31
Shipping*			\$0.00
Shipping Discount*			\$0.00
Tax*			\$2,985.37
Environmental Disposal Fee*			\$0.00
<b>eQuote Total*</b>			<b>\$37,231.68</b>

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Note: Your order may contain one or more items which are billed on a recurring basis. See Important Notes for details on your specific offering and, for customers with auto-renewing subscriptions, how to turn off automatic renewal.

## eQuote Details

Description	Quantity	Price
pe_r640_12232   PowerEdge R640 Fully Configurable	2	\$17,993.40
<b>Premier Discount</b>		<b>\$8,618.86</b>
(Unit Price after discount: \$4,687.27 ea.)		<b>\$9,374.54</b>

Module	Description	Product Code	Sku	ID
PowerEdge R640	PowerEdge R640 Server	R640	[210-AKWU]	1
Motherboard	PowerEdge R640 MLK Motherboard	G6WH1S2	[329-BEIJ]	1536
Trusted Platform	No Trusted Platform Module	NTPM	[461-AADZ]	1574



Module				
Chassis Configuration	2.5" Chassis with up to 8 Hard Drives and 3PCIe slots	5101049	[321-BCQJ]	1530
Shipping	PowerEdge R640 Shipping	DSHIP	[340-BKNE]	1500
Shipping Material	PowerEdge R640 x8 Drive Shipping Material	GQPW7FK	[340-COPS]	1690
Regulatory	PowerEdge R640 CCC and BIS Marking, No CE Marking	GGWJU56	[389-DSVJ]	1507
Processor	Intel® Xeon® Gold 5222 3.8G, 4C/8T, 10.4GT/s, 16.5M Cache, Turbo, HT (105W) DDR4-2933	G8Q4BSP	[338-BSGI]	1550
Additional Processor	No Additional Processor	1P	[374-BBBX]	1551
Processor Thermal Configuration	Standard Heatsink for 1 CPU	5099132	[370-ADNM] [412-AAIQ]	1697
Memory DIMM Type and Speed	3200MT/s RDIMMs	GR3CFNV	[370-AEVR]	1561
Memory Configuration Type	Performance Optimized	PEOPT	[370-AAIP]	1562
Memory Capacity	(2) 16GB RDIMM, 3200MT/s, Dual Rank	GQ3B50I	[370-AEVQ]	1560
RAID Configuration	C1, No RAID for HDDs/SSDs (Mixed Drive Types Allowed)	5098866	[780-BCDI]	1540
RAID/Internal Storage Controllers	HBA330 12Gbps SAS HBA Controller (NON-RAID), Minicard	12GBRC	[405-AAJU]	1541
Hard Drives	400GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PM5-M, 10 DWPD,	GBKWHF7	[400-BDJL]	1570
Operating System	No Operating System	NOOS	[619-ABVR]	1650
OS Media Kits	No Media Required	NOMED	[421-5736]	1652
Embedded Systems Management	iDRAC9, Express	5099557	[385-BBKS]	1520
Group Manager	iDRAC Group Manager, Disabled	5100926	[379-BCQY]	1692
Password	iDRAC, Factory Generated Password	5101343	[379-BCSF]	1693
PCIe Riser	Riser Config 4, 2x16 LP	5101341	[330-BBGY]	1510
Network Daughter Card	Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC	X710DP	[555-BCKO]	1518
Internal Optical Drive	No Internal Optical Drive	5101077	[429-ABBF]	1600
Fans	5 Standard Fans for R640	5099559	[384-BBPR]	1531
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	GDWN003	[450-AJSC]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	125V10	[450-AALV]	1621
Bezel	No Bezel for x4 and x8 chassis	5101328	[350-BBBW] [350-BBJS]	1532
Quick Sync 2 (At-the-box mgmt)	No Quick Sync	5101881	[350-BBKB]	1695
BIOS and Advanced System Configuration Settings	Performance BIOS Setting	HPBIOS	[384-BBBL]	1533
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	UEFIB	[800-BBDM]	1534

Rack Rails	ReadyRails™ Sliding Rails With Cable Management Arm	RRCMA	[770-BBBL]	1610
System Documentation	No Systems Documentation, No OpenManage DVD Kit	NODOCS	[631-AAACK]	1590
Shipping Information	US No Canada Ship Charge	USNONE	[332-1286]	111
Dell Services: Hardware Support	5 Years Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	NBD5	[813-9255] [813-9257]	29
Deployment Services	No Installation	NOINSTL	[900-9997]	714

pe\_r740\_12248 | PowerEdge R740 Fully Configurable

1

\$51,282.00

Premier Discount

\$26,410.23

\$24,871.77

Module	Description	Product Code	Skus	ID
PowerEdge R740	PowerEdge R740 Server	R740	[210-AKXJ]	1
Motherboard	PowerEdge R740/R740XD Motherboard	G83TM94	[329-BEIK]	1536
Trusted Platform Module	No Trusted Platform Module	NTPM	[461-AADZ]	1574
Chassis Configuration	Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	5102143	[321-BCSM]	1530
Shipping	PowerEdge R740 Shipping	DSHIP	[340-BLKS]	1500
Shipping Material	PowerEdge R740 Shipping Material	GXP31JS	[340-CORZ]	1690
Regulatory	PowerEdge R740 CCC and BIS Marking, No CE Marking	GHQ9BUV	[389-DSWS]	1507
Processor	Intel® Xeon® Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	GXQ8ZM4	[338-BSGN]	1550
Additional Processor	Intel® Xeon® Gold 6240 2.6G, 18C/36T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W) DDR4-2933	GYK8BFC	[338-BSGN] [379-BDCO]	1551
Processor Thermal Configuration	2 Standard Heatsinks for greater than 125W CPUs (no GPU)	5102468	[412-AAIR] [412-AAIR]	1697
Memory DIMM Type and Speed	3200MT/s RDIMMs	GR3CFNV	[370-AEVR]	1561
Memory Configuration Type	Performance Optimized	PEOPT	[370-AAIP]	1562
Memory Capacity	(16) 16GB RDIMM, 3200MT/s, Dual Rank	GQ3BS0I	[370-AEVQ]	1560
RAID Configuration	C7, Unconfigured RAID for HDDs or SSDs (Mixed Drive Types Allowed)	5098876	[780-BCDS]	1540
RAID/Internal Storage Controllers	PERC H740P RAID Controller, 8GB NV Cache, Adapter, Low Profile	5099568	[405-AAML]	1541

Hard Drives	(8) 800GB SSD SAS Write Intensive 12Gbps 512e 2.5in Hot Plug Drive, PM5-M, 10 DWPD,	GHZ7BMA	[400-BDGV]	1570
Boot Optimized Storage Cards	BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	GC1HSFT	[403-BCHP]	1696
Operating System	No Operating System	NOOS	[619-ABVR]	1650
OS Media Kits	No Media Required	NOMED	[421-5736]	1652
Embedded Systems Management	iDRAC9, Express	5099557	[385-BBKS]	1520
Group Manager	iDRAC Group Manager, Disabled	5100926	[379-BCQY]	1692
Password	iDRAC, Factory Generated Password	5101343	[379-BCSF]	1693
PCIe Riser	Riser Config 1, 4 x8 slots	5101678	[330-BBGZ]	1510
Network Daughter Card	Intel X710 Dual Port 10GbE SFP+ & i350 Dual Port 1GbE, rNDC	X710DP	[555-BCKO]	1518
Internal Optical Drive	No Internal Optical Drive	NODVD1	[429-ABBJ]	1600
Fans	6 Performance Fans forR740/740XD	5100148	[384-BBPZ]	1531
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	GDWN003	[450-AJSC]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	125V10	[450-AALV]	1621
Bezel	No Bezel	INBEZEL	[350-BBBW] [350-BBKG]	1532
Quick Sync 2 (At-the-box mgmt)	No Quick Sync	5101166	[350-BBJV]	1695
BIOS and Advanced System Configuration Settings	Performance BIOS Setting	HPBIOS	[384-BBBL]	1533
Advanced System Configurations	UEFI BIOS Boot Mode with GPT Partition	UEFIB	[800-BBDM]	1534
Rack Rails	No Rack Rails or Cable Management Arm	NORAIL	[770-BBBS]	1610
System Documentation	No Systems Documentation, No OpenManage DVD Kit	NODOCS	[631-AACK]	1590
Shipping Information	US No Canada Ship Charge	USNONE	[332-1286]	111
Dell Services: Hardware Support	5 Years Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	NBD5	[813-9119] [813-9121]	29
Deployment Services	No Installation	NOINSTL	[900-9997]	714

Taxable Amount	\$32,273.93
Non Taxable Amount	\$1,972.38

eQuote Subtotal	\$34,246.31
Shipping*	\$0.00
Shipping Discount*	\$0.00
Tax*	\$2,985.37

Environmental Disposal Fee\*

\$0.00

**eQuote Total\***

**\$37,231.68**

\*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



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10.23





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.23 Approval of the amount of the CUPCCAA Bid received for Project #21-03L, Modular Classroom Building Electrical Service at Rio Del Valle from Taft Electric that is between \$200,000 and \$212,500
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	209,900.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the amount of the CUPCCAA Bid for the Modular Classroom Building Electric Service at Rio Del Valle from Taft Electric that is between \$200,000.00 to \$212,500.00.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

At the March 17, 2021 Board Meeting, the bid for Project #21-03L was awarded to Taft Electric with Board Approval. To perform public work under a CUPCCAA informal bid, the expected cost shall be \$200,000 or less. In this situation, the awarded bid was slightly more (\$209,900) which is allowed by law (up to \$212,500) with a 2/3 Board approval. We are bringing this agenda item to approve the \$9,900.00 above the CUPCCAA threshold. Furthermore, due to unforeseen needs, the Board Approved a change order of \$4,961.00 for the installation of a cooper hardwire phone line from the administration building to the new modular classroom for fire alarm panel call out which will make the total contract cost \$214,861.00. We reviewed the transactions and the timeline with the advice of legal counsel.

TOTAL BID PACKAGE RIO SCHOOLS, 21-03L (1).pdf (1,631 KB)

21-03L TAFT Recommendation to award 3 4 2021 (1) (1).pdf (63 KB)

Taft change order.pdf (118 KB)

### Administrative Content





SECTION 00210

BID FORM  
(CUPCCAA PROJECTS UP TO \$200K)

TO: RIO SCHOOL DISTRICT, a political subdivision of the State of California ("District"), acting by and through its Board of Trustees ("Board"), 1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, CA 93030.

FROM: Taft Electric Company  
(Name of Bidder as listed on License)  
1694 Eastman Ave.  
(Address)  
Ventura, CA. 93003  
(City, State, Zip Code)  
805-654-7925  
(Telephone) (FAX)  
Mark Tovas, Service Department Manager  
(Name(s) of Bidder's Authorized Representative(s) & Title)

1. Bid.

1.1 Bid Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned bidder having reviewed the Instructions for Bidders and all other Contract Documents<sup>1</sup> and upon compliance with all requirements therein with reference to the submittal of this bid, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the CUPCCAA Project described as: **Modular Classroom Building Electrical Service RDV. RSD Project # 21-03L** in accordance with the Contract Documents for the sum of:

**"Total" Base Bid: Modular Classroom Building Electrical Service RDV, RSD Project #21-03L**

Two hundred nine thousand, nine hundred \_\_\_\_\_ Dollars (\$ 209,900 )  
*(Amount in Words)* *(In Numbers)*

The undersigned bidder agrees to achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.

<sup>1</sup> Capitalized terms used herein shall have the same meanings as those set forth in the General Conditions, Section 700, unless otherwise defined herein.



The bidder acknowledges that if this bid is not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the bid may be rejected as non-responsive.

4. **Award of Contract.** It is understood and agreed that if written notice of the acceptance of this bid and award of the Contract thereon is mailed, telegraphed or delivered by the District to the undersigned after the opening of bids and within the time this bid is required to remain open or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid as accepted within ten (10) calendar days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the bidder awarded the Contract shall deliver to the District: (a) certificates of insurance evidencing all insurance coverage required under the Contract Documents; (b) the performance bond; (c) the labor and material payment bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the drug-free workplace certificate. The Work under the Contract Documents shall be commenced by the undersigned bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents and completion of the Work shall be achieved within the Contract Time specified in the Contract Documents.
5. **Notices.** All notices or other correspondence shall be addressed to the District and the bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.
6. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§ 7000, *et seq.*, under the following:

License Number: 772245  
Class A, B, C10 Expiration date 12/31/21      Class \_\_\_\_\_ Expiration date \_\_\_\_\_  
Class \_\_\_\_\_ Expiration date \_\_\_\_\_      Class \_\_\_\_\_ Expiration date \_\_\_\_\_

By executing this bid, the bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

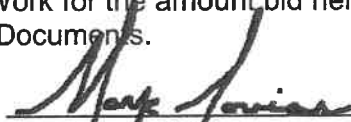
7. **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100, *et seq.*) and amendments thereof, each bidder shall set forth in the Subcontractors List: (a) the name and location/address of the place of business of each Subcontractor who will perform work or labor or render services to the bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.005%) of the bidder's bid; and (b) the portion of the Work which will be performed by each listed Subcontractor. The bidder shall list only one Subcontractor for each portion of

the Work as is defined by the bidder in its bid. If a bidder fails to list a Subcontractor or if the bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.005%) of the bidder's bid amount, the bidder shall be deemed to have agreed that it is "fully qualified" to perform that portion of the Work itself and that it shall perform that portion of the Work.

**(In addition, refer to Specification Section 00100 Instruction to Bidders, Section 21 Subcontractors, Sub Section 21.1 Designation of Subcontractors; Subcontractors list of the contract documents.)**

- 8. Confirmation of Figures.** By submitting this bid, the bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned bidder in preparing and submitting this bid.
- 9. Acknowledgment and Confirmation.** The undersigned bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned bidder certifies that it has, or as available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

(Corporate Seal)



Signature of Bidder's Authorized Representative

Mark Tovias

Typed or Printed Name

Service Department Manager

Title

mtovias@taftelectric.com

E-mail Address of Bidder's Authorized Representative

1000000149

Department of Industrial Relations Registration Number

3/3/21

Date

**END OF SECTION**

## SECTION 00215

### DESIGNATION OF SUBCONTRACTORS (CUPCCAA PROJECTS UP TO \$200K)

(Must be submitted with bid)

1. In compliance with the Subletting and Subcontracting Fair Practices Act (Government Code Section 4100, *et seq.*) and any amendments thereof, each bidder shall set forth below:
  - a. The name and the location of the place of business of each services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent (0.005%) of the prime contractor's total bid, and
  - b. The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.
2. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.005%) of the prime contractor's total bid, the prime contractor shall be deemed to have agreed to be fully qualified to perform that portion of work, and that it shall be performed by the contractor.
3. No prime contractor whose bid is accepted shall:
  - a. Substitute any subcontractor without written approval by the District,
  - b. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid,
  - c. Sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as was originally bid and did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (0.005%) of the prime contractor's total bid as to which subcontractor was designated in the original bid shall only be permitted to cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

4. **MANDATORY REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS** - Senate Bill 854 requires ALL contractors and subcontractors submitting bids on public works projects to be registered with the Department of Industrial Relations ("DIR") for purposes of labor compliance. All contractors and subcontractors must submit proof of valid, accurate, and current DIR registration with their bid. Rio School District will not accept bids from any contractors or subcontractors who are not registered with the DIR at the time the bid is submitted. Any contractors or subcontractors submitting a bid without being registered with the DIR at the time of bid will have their bid rejected as being non responsive. All contractors must affirmatively acknowledge their obligation not to hire subcontractors who lack an accurate, valid DIR registration number.





**END OF SECTION**

**SECTION 00218  
CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION  
(DIR)  
(CUPCAA PROJECTS UP TO \$200K)**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I Mark Tovias \_\_\_\_\_, Service Department Manager \_\_\_\_\_ certify that  
(Name) (Title)

the Taft Electric Company \_\_\_\_\_ is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations (DIR):

Contractor's DIR Registration Number 1000000149

Expiration date June 30, 2021

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

I declare under penalty of perjury under California law that the foregoing is true and correct.

  
\_\_\_\_\_  
Signature

3/3/21  
\_\_\_\_\_  
Date

SECTION 00220

NON-COLLUSION AFFIDAVIT  
(CUPCCAA PROJECTS UP TO \$200K)  
(Must be submitted with bid)

STATE OF CALIFORNIA  
COUNTY OF Ventura

I, Mark Tovias, being first duly sworn, deposes and  
(Typed or Printed Name)

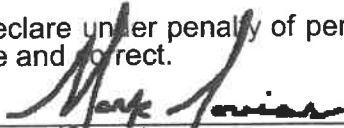
says that I am the Service Department Manager of Taft Electric Company,  
(Title) (Company Name)

the party submitting the foregoing bid proposal (the "Bidder"). In connection with the foregoing bid proposal ("Bid Proposal"), the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this 3rd day of MARCH, 2021 at Ventura, Ventura County, California  
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

  
\_\_\_\_\_  
(Signature)

Mark Tovias  
(Name Printed or Typed)

1694 Eastman Ave  
(Address)

Ventura, CA. 93003  
(City, State and Zip)

( 805 ) 654-7925  
(Area Code and Telephone Number)

mtovias@taftelectric.com  
(Email)

**END OF SECTION**

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**SECTION 00222**

**CERTIFICATION OF PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS  
(CUPCCAA PROJECTS UP TO \$200K)**

PROJECT/CONTRACT NO.: RSD Project #21-03L between \_\_\_\_\_  
("District") and Taft Electric Company ("Contractor"  
or "Bidder") ("Contract" or "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: 3/3/21

Proper Name of Contractor: Taft Electric Company

Contractor Signature: 

Print Name: Mark Tovias

Title: Service Department Manager

**(CUPCCAA PROJECT)** Section 00222  
Certification of Prevailing Wage and Related Labor Requirements  
Modular Classroom Building Electrical Service RDV  
RSD Project #21-03L

**SECTION 00240**

**ACKNOWLEDGMENT OF BIDDING  
PRACTICES REGARDING INDEMNITY**

**(CUPCCAA PROJECTS UP TO \$200K)**

**TO: Rio School District, 1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, California 93030**

**RE: Project Number**     #21-03L    

**Project Name**     RSD Project #21-03L Modular Classroom Building Electrical Service RDV    

Please be advised that with respect to the above-referenced Project, the undersigned Contractor, on behalf of itself and all subcontractors, hereby waives the benefits and protection of Labor Code Section 3864, which provides:

If an action as provided in this chapter prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in absence of a written agreement so to do executed prior to the injury.

This agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assigns. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Taft Electric Company  
\_\_\_\_\_

Contracting Party

Mark Tovias Service Department Manager  
\_\_\_\_\_

Name of Agent/Title

3/3/21  
\_\_\_\_\_

Date

**END OF SECTION**

# TAFT ELECTRIC COMPANY

ELECTRICAL CONTRACTORS

STATE LICENSE NO. 772245

P. O. BOX 3416 - 1694 EASTMAN AVENUE - VENTURA, CALIFORNIA 93003 - (805) 642-0121 - FAX (805) 650-9015

## ELECTRICAL PROPOSAL & SCOPE OF WORK

**BALFOUR BEATTY, "RIO DEL VALLE PORTABLE CLASSROOM RELOCATION"-BID #1397**

**February 26, 2021**

We are pleased to present our scope of work and proposal for the above project. We are a union Contractor, California Contractor's License #772245/C-10. Taft Electric Company will furnish and install the electrical material required per job walk. Our price for this work, including Taft Electric's qualifications and exclusions listed below is as follows:

**BASE BID ELECTRICAL..... \$209,900**

### **SCOPE OF WORK:**

Install electrical, data and fire alarm as per bid sheets E1-E5.1 and per Addendum #2

### **QUALIFICATIONS:**

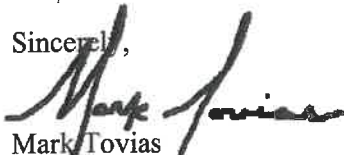
Bid based on work performed during normal working hours of 6am-3pm Monday through Friday  
Overtime, weekend, and holiday rates do not apply  
Directional drilling to be used to route conduit from main gear to portables as per plan sheet E2  
Cat6 cable to be used to supply internet source as per sheet E3 note 5  
BOTH ADDENDUM #'S 1 & 2 HAVE BEEN RECIEVED

### **EXCLUSIONS:**

1. HVAC and EMS equipment, devices, low voltage wire and terminations
2. Access panels, fire rated fixtures and cabinet enclosures
3. All formed and finished concrete, housekeeping pads, and conduit curbs
4. Slack and seismic wires for recessed fixtures, surface fixtures and ceiling devices
5. All additional seismic and or structural support, engineering, and upgrades
6. MEP design engineering coordination requirements, cost, and labor
7. CA Title 24 design, engineering and regulatory requirements and cost
8. SWPPP, implementation, installation, cost, and fees
9. New light fixtures
10. Cost of a bond, we are bondable at an adder of 1%
11. Painting, patching and drywall repair
12. Temporary power and lighting
13. All permit costs and fees.
14. Utility charges and fees.
15. Surveying and staking.

If you have any questions, please do not hesitate to contact the undersigned.

Sincerely,



Mark Tovias  
TAFT ELECTRIC COMPANY  
Service Department Manager  
[mtovias@taftelectric.com](mailto:mtovias@taftelectric.com)

Authorization to start work based  
on bid amount listed above:

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93036  
Attn; Dr. John Puglisi, Superintendent

March 4, 2021

**Subject:** Request for Board Approval to Award Project

**Re:** RSD Project #21-03L Modular Classroom Building Electrical Service RDV, Oxnard, Ca.  
Recommendation to Award to the Lowest Responsive Bidder

Dear Dr. Puglisi,

The Rio School District received 1 bid for RSD Project #21-03L Modular Classroom Building Electrical Service RDV.  
The following company submitted a bid in the order listed. This Project is tentatively scheduled to be completed by May 10, 2021.

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>Add Alternate (Not accepted)</b>	<b>Total Bid</b>
Taft Electric	\$209,900.00	n/a	\$209,900.00

It is our recommendation that the Superintendent of Schools, per authorization by the Board of Education at its March 17, 2021 board meeting, proceed with issuing a Notice of Award to Taft Electric.

Should you have any questions or require any additional information, please contact me at any time.

Respectfully,

KH 3/4/2021

Keith Henderson  
Senior Project Manager, Balfour Beatty Construction

cc. Wael Saleh Rio S.D.  
Dennis Kuykendall BBC  
Jesus Meugerza Ibarra BBC



# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

May 26, 2021

Attn: Dr. Puglisi

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

Re: Project 21-03L Modular Classroom Building Electrical Service RDV  
Taft Electric Company  
Recommendation to Approve CO #1 to Taft Electric Company

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to Taft Electric Company 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. 1 Taft Electric Company:

Install Copper Hardwire Phone Line from Admin Building to New Modular Classroom for Fire Alarm Panel Call Out at Rio Del Valle

PCO No.1 Total Cost: \$ 4,961.00

Total CO #1	\$ 4,961.00
Previous Approved CO's	\$ 0
Original Contract	\$ 209,900.00
Revised Contract	\$ 214,861.00

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

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

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 1  
05-26-2021**

PROJECT NO: RSD 21-03L

CO NO: 1

PROJECT NAME: Modular Classroom Building Electrical Service RDV

CONTRACTOR: Taft Electric Company

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 209,900.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ 4,961.00
Adjusted Contract Amount	\$ 214,861.00

**TIME:**

Original Contract Completion Date	May 2021
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	May 2021

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

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

**RIO SCHOOL DISTRICT**

**Contractor: Taft Electric Company**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**District Architect; KBZ**

**District PM/CM; Balfour Beatty Construction**

By \_\_\_\_\_

By  \_\_\_\_\_

Date \_\_\_\_\_

Date 5/26/21

PCO to Contract  
Rio Bid RSD #21-03L

Modular Classroom Building Electrical Service RDV

Original Contract

\$ 209,900.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	Taft Electric	Install Copper Hardwire Phone Line from Admin Building to New Modular Classroom for Fire Alarm Panel Call Out at Rio Del Valle	During the installation of the New Electrical Conduits and Wiring for Power, Data & Phone in the Utility Room off of Classroom #11 in Building F at Rio Del Valle, It was discovered that the old existing Phone line to be used for the new Fire Alarm System and Panel does not exist. This due to the District changing over to a Voice Over Internet Phone System. (VOIP). The new fire alarm panel needs a direct hardwired copper phone line to operate and call out to the monitoring service in case of a fire activation.	\$ 4,961.00

Total CO #1	\$ 4,961.00
Previous Approved CO's	\$ -
Original Contract	\$ 209,900.00
Revised Contract	\$ 214,861.00



10.24





**Agenda Item Details**

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.24 Approval of Notice of Change Order from Oilfield Electric & Motor for the District Office Generator Replacement
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	42,031.29
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the Board approve the Notice of Change Order from Oilfield Electric & Motor for the District Office Generator Replacement.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

This change order consists of two scope changes to the original bid:

1. PCO #1 Due to unforeseen circumstances, removal of additional concrete foundation and footings, backfill and compact additional excavated areas not in contract were required.  
\$17,029.50
2. PCO #2 This change was necessary to re-route conduit duct bank and reduce circuits under the generator foundation to connect to the point of connection to a new generator. (Existing Conduit Configuration and Amount at Generator Point of Connection is too lar and will not align).  
\$25,001.79

Oilfield Electric -Balfour Beatty.pdf (102 KB)

**Administrative Content**

**Executive Content**





# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

June 18, 2021

Attn; Dr. Puglisi

Subject: Rio/Oxnard Union High School District Office, 1800 Solar  
Rio School District  
Oxnard, CA

Re: Project 21-01DO Generator Replacement at 1800 Solar  
Oilfield Electric & Motor  
Recommendation to Approve CO #1 to Oilfield Electric & Motor

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to Oilfield Electric & Motor for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) PCO#1-OILFIELD EXO#1: Remove Additional Concrete Foundation and Footings, Backfill and Compact Additional Excavated Areas not in Contract. (Unforeseen Condition)

**\$17,029.50**

- 2) PCO#2-OILFIELD EXO#2: Re-Route Conduit Duct bank and Reduce Circuits Under Generator Foundation to Connect to the Point of Connection (POC) to New Generator. (Existing Conduit Configuration & Amount at Generator Point of Connection is too large and will not align) (Unforeseen Condition)

**\$25,001.79**

Total CO #1	<b>\$ 42,031.29</b>
Previous Approved CO's	<b>\$ 0</b>
Original Contract	<b>\$ 111,750.00</b>
Revised Contract	<b>\$ 153,781.29</b>

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

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

Original Contract

\$ 111,750.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	OILFLD	Remove Additional Concrete Foundation and Footings, Backfill and Compact Additional Excavated Areas not in Contract. (Unforeseen Condition)	During the Demolition of the Existing Concrete Generator Foundation it was discovered that there was an additional Concrete Stem Wall and Spread Footing not identified or known to Exist. This Unforeseen Condition had to be removed. Added backfilling and Compaction including base material was supplied to fill added space left in ground from the removal of the unforeseen concrete foundation.	\$ 17,029.50
2	OILFLD	Re-Route Conduit Ductbank and Reduce Circuits Under Generator Foundation to Connect to the Point Of Connection (POC) to New Generator. (Existing Conduit Configuration & Amount at Generator Point of Connection is too large and will not align) (Unforeseen Condition)	After completing the demolition of the old generator concrete foundation, it was discovered that the existing conduit ductbank noted to be re-used as a part of the new Point of Connection for the new generator was too large (8-4" Conduits) to connect to the Access Point on the new Generator. It was determined that a reduction in conduits/wire was needed and the entire ductbank with wires would need to be re-routed under the generator to align and fit to the new generator point of connection.	\$ 25,001.79

Total CO #1	\$ 42,031.29
Previous Approved CO's	\$ -
Original Contract	\$ 111,750.00
Revised Contract	\$ 153,781.29



**Change Request**

(21-01 DO PLO#1)

**Oilfield Electric And Motor**  
 1801 N. Ventura Ave  
 Ventura, CA 93001  
 Ph : (805) 648-3131

**To:** Rio School District  
 2500 East Vineyard Ave.  
 Oxnard, CA 93036  
 Ph: (805)485-3111 Fax: (805)981-7736

**Number:** 1  
**Date:** 6/3/21  
**Job:** 21-023 Rio School Dist Gen Replacemen  
**Job extra:** EX01  
**Phone:**

**Description:** T&M Cost for ConcreteSlab Removal

We are pleased to offer the following specifications and pricing to make the following changes:

T&M Cost Proposal for the Additional work associated with the new Generator Project @ 1800 Solar Drive, Oxnard, Ca. Construction Drawings and field discussions indicated The existing pad would be in the range of 8-10 thick with spread footings. Turns out the pad has no distinct structural design to it and found to be Anywhere from 18 to 36 deep in different locations. Obviously, it became Necessary to rent specialized equipment to break out the most difficult Areas. After consulting with our civil contractor, we offer the following T&M cost proposal that you requested in your email of 4-18-21.

Description	Qty	Price	Labor	Material	Equipment	Subcontract	Other	Price	
<b>Description</b>						<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Price</b>
Richard Reed Backhoe								\$11,508.41	\$11,508.41
Foreman Wireman	36.00	101.00	\$3,636.00						\$3,636.00
Electrical Service Truck	36.00	25.00			\$900.00				\$900.00
							Subtotal:		\$16,044.41
					Subcontract Markup	\$11,508.41	5.00%		\$575.42
					GL Insurance	\$16,619.83	1.01%		\$168.03
					Bonding	\$16,619.83	1.45%		\$241.64
							<b>Total:</b>		<b>\$17,029.50</b>

If you have any questions, please contact me at (805)648-3131.

Submitted by: Dan Howard  
 Oilfield Electric & Motor

Approved by: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Change Request**

(21-0100 Pco#2)

**Oilfield Electric And Motor**

1801 N. Ventura Ave  
Ventura, CA 93001  
Ph : (805) 648-3131

**To:** Rio School District  
2500 East Vineyard Ave.  
Oxnard, CA 93036  
Ph: (805)485-3111 Fax: (805)981-7736

**Number:** 2  
**Date:** 4/21/21  
**Job:** 21-023 Rio School Dist Gen Replacemen  
**Job extra:** EX02  
**Phone:**

**Description:** Conduit Duct Bank Re-Route to New Generator T&M NTE

We are pleased to offer the following specifications and pricing to make the following changes:

1. Remove/Reinstall roughly 40 Electrical Wire feeders located in the existing 8-4 conduits that will be re-routed running from the Old Generator Pad to the Transfer Switch in the electrical Room.
2. Remove roughly 35 of existing electrical duct bank back to the POC shown on the attached drawing. (in Light yellow-green). The Existing Duct bank to be removed consists of 8-4 conduits and pea gravel slurry encasement. Upon removal, back fill duct bank trench with soils and compact.
3. At the new Point of Connection (POC) shown on the Drawing (in orange), re-connect and run 8-4 conduits in a duct bank configuration like the one removed with concrete slurry encasement to the new location for the point of connection at the Generator per the Project Plans.
4. Contractor shall provide any credits figured from original scope of work at bid time for re-routing and connecting the new generator to the old existing duct bank from the old existing to the generator.
5. It was noted that the Location of generator and new foundation are to remain and be constructed per the project plans. The only adjustment being made is the re-routing of the electrical conduit duct bank from the revised existing electrical duct bank POC at the Generator Pad area to the new POC at the new generator and foundation being installed

Description	Qty	Price	Labor	Material	Equipment	Subcontract	Other	Price
Description	Quantity	Unit	Unit Price	Price				Price
Foreman Wireman OT	31.00		143.00	\$4,433.00				\$4,433.00
Journeyman Wireman OT	68.00		132.00	\$8,976.00				\$8,976.00
Apprentice Wireman OT	8.00		106.00	\$848.00				\$848.00
Electrical Service Truck	72.00		25.00		\$1,800.00			\$1,800.00
Digger/Derrick Truck	20.00		75.00		\$1,500.00			\$1,500.00
Ventura Wholesale 262357				\$79.75				\$79.75
Cemex 9443919139				\$1,136.20				\$1,136.20
All-Phase 5665-1004758				\$281.25				\$281.25
All-Phase 5665-1005282				\$60.31				\$60.31
Main 8636929				\$1,266.05				\$1,266.05
Main 8638420				\$79.70				\$79.70
Main 8642610				\$234.08				\$234.08
Main 8641372				\$26.64				\$26.64
Richard Reed Backhoe						\$3,207.84		\$3,207.84
							Subtotal:	\$23,928.82
				Material Markup		\$2,918.90	15.00%	\$437.84
				Subcontract Markup		\$3,207.84	1.05%	\$33.68
				GL Insurance		\$24,400.34	1.01%	\$246.69
				Bonding		\$24,400.34	1.45%	\$354.76
							<b>Total:</b>	<b>\$25,001.79</b>

10.25





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.25 Approval of Resolution 20/21-65 for the Notice of Completion of the Modular Classroom Building Plumbing Services at Rio Del Valle by MM Mechanical.
Access	Public
Type	Action (Consent)
Recommended Action	Board is requested to Approve Resolution 20/21-65 for the Notice of Completion of the Modular Classroom Building Plumbing Services at Rio Del Valle by MM Mechanical.

### Public Content

**Speaker:**

Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

Project #21-04L for the Plumbing Services for the Modular Classroom Building at Rio Del Valle School by MM Mechanical have been completed. All contract installation requirements have been satisfied by MM Mechanical and a Notice of Completion should be filed with the County.

[MM Mechanical NOC.pdf \(26 KB\)](#)

[Resolution 20-21-65 NOC MM Mechanical.pdf \(421 KB\)](#)

### 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, 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi

June 18, 2021

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

Re: Project #21-04L Modular Classroom Building Plumbing Service RDV  
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 #21-04L Modular Classroom Building Plumbing Service RDV. All contract installation requirements have been satisfied by MM Mechanical, Inc. for Bid #21-04L.

The final contract amount is as follow:

MM Mechanical, Inc. Base Agreement	\$ 20,960.00
MM Mechanical, Inc. Total Change Order Amount	\$ 26,553.69
<b>FINAL Cost</b>	<b>\$ 47,513.39</b>

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

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

**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 20/21-65**

**NOTICE OF COMPLETION OF PROJECT NO. 21-04L BY MM MECHANICAL FOR RIO DEL VALLE MODULAR CLASSROOM PLUMBING SERVICES**

**WHEREAS**, pursuant to RSD Project No. 21-04L, the Rio School District (“District”) contracted with MM Mechanical for services related to the Modular Classroom at Rio Del Valle, and

**WHEREAS**, Contractor subsequently commenced the work on Project No. 21-04L; and

**WHEREAS**, on June 18, 2021, the project construction manager confirmed that the work for Project No. 21-04L has been closed and certified the job was complete in accordance with the plans and specifications; and

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

**NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 21-04L. 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 30th day of June, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Cassandra Bautista, President of the  
Board of Trustees

10.26





### Agenda Item Details

Meeting	Jun 30, 2021 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.26 Approval of Resolution 20-21/66 for the Notice of Completion by BC Rincon Construction for Project #21-05L Modular Classroom Site Improvements at Rio Del Valle.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve Resolution 20-21/66 for the Notice of Completion by BC Rincon Construction for Project #21-05L Modular Classroom Site Improvements at Rio Del Valle.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Project #21-05L for the Site Improvements at Rio Del Valle School by BC Rincon Construction have been completed. All contract installation requirements have been satisfied by BC Rincon Construction and a Notice of Completion should be filed with the County.

[Balfour Beatty re BC Rincon NOC.pdf \(24 KB\)](#)

[Resolution 20-21-66 NOC RDV BC Rincon.pdf \(418 KB\)](#)

### 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, 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi

June 16, 2021

**Subject:** Measure L Projects  
Rio School District  
Oxnard, CA

**Re:** Project #21-05L Modular Classroom Site Improvements RDV.  
Recommendation to Request Board approval for issuance of Notice of Completion  
For BC Rincon Construction.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #21-05L Modular Classroom Site Improvements RDV. All contract installation requirements have been satisfied by BC Rincon Construction for Bid #21-05L.

The final contract amount is as follows.

BC Rincon Construction	Base Agreement	\$ 36,980.00
BC Rincon Construction	Total Change Order Amount	\$ 15,357.25
<b>FINAL Cost</b>		<b>\$ 52,337.25</b>

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

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 20/21-66**

**NOTICE OF COMPLETION OF PROJECT NO. 21-05L BY BC RINCON CONSTRUCTION FOR  
RIO DEL VALLE MODULAR CLASSROOM SITE IMPROVEMENTS**

**WHEREAS**, pursuant to RSD Project No. 21-05L, the Rio School District (“District”) contracted with BC Rincon Construction for services related to the Modular Classroom at Rio Del Valle, and

**WHEREAS**, Contractor subsequently commenced the work on Project No. 21-05L; and

**WHEREAS**, on June 16, 2021, the project construction manager confirmed that the work for Project No. 21-05L has been closed and certified the job was complete in accordance with the plans and specifications; and

**WHEREAS**, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference; **NOW, THEREFORE**, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 21-05L. 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 30th day of June, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Cassandra Bautista, President of the  
Board of Trustees





