

**EDUCATING LEARNERS FOR THE 21ST CENTURY** 

# **REGULAR BOARD MEETING**

August 18, 2021

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

John Puglisi, Ph.D. Superintendent

# **Board of Education**

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



# Wednesday, August 18, 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 Call to Order
- 1.2 Pledge of Allegiance
- 1.3 Roll Call

## 2. Approval of the Agenda

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

## 3. Public Comment-Closed Session

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

#### 4. Closed Session

- 4.1 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022 and Superintendent's Evaluation
- 4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]

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

5.1 Report of Closed Session

## 6. Recognitions

- 6.1 Recognition of the Rio Real Dual Immersion AP Spanish Students
- 6.2 MESA Program-Teacher of the Year Recognition

## 7. Communications

- 7.1 Acknowledgement of Correspondence to the Board
- 7.2 Board Member Reports
- 7.3 Organizational Reports-RTA/CSEA/Other
- 7.4 Superintendent Report
- 7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, 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 he 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

- 8.1 Business Services Report
- 8.2 Educational Services Report
- 8.3 Human Resources Update

## 9. Discussion/Action

- 9.1 Addition of a Dual Immersion Spanish II Honors Course Description.
- 9.2 STEMscopes Science Kits Purchase for the 2021-2022 School Year.
- 9.3 Approval of the Child Nutrition and Farm to School Coordinator Job Description
- 9.4 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2021/2022
- 9.5 Approval of Contract Renewal with Steve Sunnarborg FY 2021/2022
- 9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2021/2022
- 9.7 Approval of the Contract Renewal with Learning Priority Software, Inc FY 21/22
- 9.8 Puchase of 600 2-in-1 devices for kinder students
- 9.9 Approval of 79% stipend for the month of July for confidential employees
- 9.10 Approval of the Formation of a Citizen's Advisory Committee and Approval of Board Policy 7310 Naming of Facilities

### 10. Consent

- 10.1 Approval of the Consent Agenda
- 10.2 Approval of the August Personnel Report
- 10.3 Approval of the Minutes of the Special Board Meeting of June 30, 2021
- 10.4 Approval of the Minutes of the Regular Board Meeting of June 30, 2021
- 10.5 Approval of the Minutes of the Special Board Meeting of August 4, 2021
- 10.6 Ratification of the Commercial Warrant for June 18, 2021 through August 5, 2021.
- 10.7 Approval of the Lease Agreement with First 5 for space at OSFS for the 2021/2022 school year.
- 10.8 Approval of Newsela Subscription Agreement for 2021-2022 school year.
- 10.9 Child Care Service Contract with YMCA
- 10.10 Approval of the MOU between Rio School District and Ventura CountyOffice of Education K12 Strong Workforce Program.
- 10.11 VCOE and Rio Plaza Dual Immersion Professional Development MOU
- 10.12 VCOE and Rio Plaza Dual Immersion Summer Professional Development 2021-2022 MOU.

- 10.13 Approval of the Revised Contract with MICOP" Mixteco Indigena Organization Project 2021/2022
- 10.14 Contract for Social Emotional Service Specialist for the 2021-2022 School Year.
- 10.15 Contract for Occupational Therapy Services with Ventura County SELPA for the 2021-2022 School Year.
- 10.16 Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022 School Year
- 10.17 Contract with EBS for Speech and Language Services Agreement.
- 10.18 Contract with County for Para Educator Support for the 2021-2022 School Year.
- 10.19 Maxim Helath Care Services Agreement for the 2021-2022 School Year.
- 10.20 Approval of the 2021/2022 Consolidated Application for Funding
- 10.21 Approval of Resolution No. 21/22-02 for the Notice of Completion of Project 21-03L, Modular Classroom Building Electrical Service at RDV by Taft Electric Company
- 10.22 Approval of Resolution No. 21/22-01 for the Notice of Completion of Project 19-0068-015, Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing, and Door Hardware at Rio Del Sol, Building C by Best Contracting Services, Inc.
- 10.23 Approval of Change Order #1 from EJS Construction, Inc. for the replacement of the cabling to the Fire Alarm System at Rio Del Norte.
- 10.24 Approval of three CREDIT Change Orders 7.2, 7.3, and 7.4 from Best Contracting for services at Rio Del Sol, Building C project.

## 11. Organizational Business

- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: August 28, 2021, September 1, 2021 (Special Board Meetings), September 15, 2021

### 12. Adjournment

12.1 Adjournment



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Aug 18, 2021 - RSD Regular Board Meeting

Category

4. Closed Session

Subject

4.1 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing

2021/2022 and Superintendent's Evaluation

Access

Public

Type

Discussion

Public (	Cont	tent
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Speaker:

Rationale:

## **Administrative Content**



Agenda	<b>Item</b>	<b>Details</b>
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Meeting	Aug 18, 2021 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Туре	
Public Content	
Speaker:	
Rationale:	
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Administrative Conter	τ
Executive Content	



## **Agenda Item Details**

Meeting Aug 18, 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:

• RiOpening Campus's Update

## **Administrative Content**



## **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 8. Information

Subject 8.1 Business Services Report

Access Public

Type Information

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

to their school

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

## **Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

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

• Budget Update

• Child Nutrition Commuity Feeding Update

## **Administrative Content**



## **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 8. Information

Subject 8.2 Educational Services Report

Access Public

Type Information

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

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

partnerships to support student learning.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services.

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

- · Summer School Enrollment Update
- Textbook Adoption Timeline

## **Administrative Content**



## **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 8. Information

Subject 8.3 Human Resources Update

Access Public

Type

## **Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

#### Rationale:

Ms Rocha will provide an update on:

COVID Update

• Enrollment Update

• Summer Hire Update

### **Administrative Content**

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## **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.1 Addition of a Dual Immersion Spanish II Honors Course Description.

Access Public

Type Action

Fiscal Impact No

Budget Source N/A

#### **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 Real's K-8 Dual Immersion program to the California Common Core State Standards and 21st Century Learning Skills, Educational Services proposes the addition of a Dual Immersion Spanish II Honors Course Description.

Spanish II Honors Language & Culture is the second course in the Advanced Spanish Language Program in middle school. Students studying in the Honors Level II course have an increased opportunity to practice the four language skills – listening, speaking, reading, and writing. This course further develops students' proficiency and culminates in the AP Spanish Language & Culture exam in the 8th grade. The rigor of the pacing and the immersion of the language application are enhanced through the use of multi-media applications, resources, websites, and technology. Writing remains a guided skill working toward original composition. Hispanic culture, history, art and music continue to be integrated throughout the course in its application and evaluation. This course emphasizes high level/critical thinking, reading, and writing utilizing cross-curricular contexts as well as Hispanic literature and texts. Speaking and listening proficiencies are refined and further developed. Students enrolled in this course have a significant background in the Spanish language, as well as an advanced level of proficiency in all language skills. This course is offered in the dual language academy and may not be offered on all campuses. This course is conducted exclusively in Spanish.

### **Administrative Content**



# **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.2 STEMscopes Science Kits Purchase for the 2021-2022 School Year.

Access Public

Type Action

Fiscal Impact Yes

Dollar Amount 49,621.36

Budgeted Yes

Budget Source LCAP Funds

Recommended Action Staff recommends board approval for the 6-8 grade STEMscopes Science Kits Purchase for the

2021-2022 School Year.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

# Rationale:

The district would like to purchase hands on science kits for 6, 7 and 8 grade teachers to support student learning in all middle schools during the 2021-22 school year.

STEMscopes Next Generation Science Standards helps students become tomorrow's STEM leaders and innovators by letting them authentically experience science. As students dive in, they learn to the standards with a program that was built from the ground up to NGSS Disciplinary Core Ideas, Performance Expectations, Cross Cutting Concepts, Science and Engineering Practices, and Common Core Math & ELA/Literacy standards. Through a custom built curriculum aligned to DCIs (vs. direct correlation to Performance Expectations) and the easy to use IDEA model, students are able to develop their own contexts and meanings for the scientific concepts they are learning.

Rio SD -- 6-8 HOKs & Consumable Kits\_V1.pdf (266 KB)

### **Administrative Content**

### **Executive Content**

8/11/2021 BoardDocs® Pro



# Accelerate Learning Inc

# STEMscopes Quote

Quote/Invoice

00061900

Number

Account Name

Rio School District

**Shipping Address** 

1800 Solar Dr # 3

Oxnard, California 93030-2655

**United States** 

**Created Date** 

5/24/2021

Prepared By

Heidi Axcell

Description

Order based off 2020 kit order.

### MAIL PO & CHECKS TO:

Division

Accelerate Learning Inc.

Company Address PO BOX 732464

Dallas, 75373-2464

Fax

(281) 833-4510

Phone

(800) 531-0864

The quantity below represents the total number of students for each grade level.

Product	ISBN	Grade	Quantity	Years	Sales Price	Total Price
CA NGSS 3D Grade 6 Hands On Kit	978-1-64168-558-0	Grade 6	11.00	1 Year	\$1,190.00	\$13,090.00
CA NGSS 3D Grade 6 Consumables Kit	978-1-64168-570-2	Grade 6	4.00	1 Year	\$205.00	\$820.00
CA NGSS 3D Grade 7 Hands On Kit	978-1-64168-559-7	Grade 7	7.00	1 Year	\$1,990.00	\$13,930.00
CA NGSS 3D Grade 7 Consumables Kit	978-1-64168-571-9	Grade 7	8.00	1 Year	\$760.00	\$6,080.00
CA NGSS 3D Grade 8 Hands On Kit	978-1-64168-560-3	Grade 8	7.00	1 Year	\$1,500.00	\$10,500.00
CA NGSS 3D Grade 8 Consumables Kit	978-1-64168-572-6	Grade 8	8.00	1 Year	\$125.00	\$1,000.00

Subtotal \$45,420.00 Shipping \$0.00 \$4,201.36

Tax

Order Total w Tax \$49,621.36



# Accelerate Learning Inc

# STEMscopes Quote

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Payment Terms: Payment is due net 30 days after receipt of invoice.

9.3



# **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.3 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 Oscar Hernandez, Assistant Superintendent of Educational Services.

# 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 programing 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)

**Administrative Content** 

**Executive Content** 



1800 Solar Drive, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

### 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 ABI LITIES:

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.



# Nutrition & Farm to School Coordinator

06/15/21—

Lacey Piper, MS, RDN Rio School District, Floor 3

1800 Solar Dr.

Oxnard, CA 93030

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# **Introduction to Nutrition & Farm to School Programs**

# What is Farm to School?

Farm to school enriches the connection communities have with fresh, healthy food and local food producers by changing food purchasing and education practices at schools. Students gain access to healthy, local foods as well as education opportunities such as school gardens, cooking lessons, and farm field trips. Farm to school empowers children and their families to make informed food choices while strengthening the local economy and contributing to vibrant communities.

# Why is this program needed?

- In the United States, one in three kids are on track to develop diet-related illness in their lifetime. For kids of color, it's one in two.
- Children who lack a quality diet are more likely to face a lifetime of challenges: they score lower on tests, miss more days of school, advance less in their careers, and raise children who are likely to repeat the same cycle.
- Schools are places where we can correct these injustices providing healthy food access and education for all kids. Nutrition and farm to school education helps schools become places where kids get the nourishment they need to thrive.
- Obesity rates in both adults and children in the United States have steadily risen over the past few decades. Increasingly, data suggest that obesity in childhood is associated with a high likelihood of obesity in adulthood. This association between childhood and adult obesity brings with it an accumulated multitude of medical conditions, including hypertension, diabetes, sleep apnea, hyperlipidemia, and a higher incidence of stroke, myocardial infarction, some types of cancer, kidney disease, and death.
- Lower household income is strongly correlated with a higher incidence of childhood obesity. Moreover, low-income families are less likely to realize that their child is overweight or believe that they should interfere with the child's

eating and activity behaviors. Low-income communities face a host of barriers to improving health statuses. (Rogers et al., 2015)

# **Rio School District**

- 74% of Children qualify for Free Meals as of 20-21
  - For families to qualify for free meals, the average household income for a family of 4 must be <\$34,060</li>
- For every 1 percentage point increase in low-income designation (i.e. children who have low-income status), there was a corresponding 1.17 percentage point increase in overweight/obese prevalence (Rogers et al., 2015)



# Food and Nutrition Education in Schools Act (S. 1421) Under the Child Nutrition Reauthorization 2021

April 28th, 2021

WASHINGTON, D.C.—U.S. Senators Cory Booker (D-NJ) and John Cornyn (R-TX) introduced a bipartisan bill to establish a new pilot program to fund nutritional education in schools. The Food and Nutrition Education in Schools Act of 2020 would allocate federal funding for projects that educate students while connecting them to healthy food practices, with a priority given to schools in neighborhoods with high rates of childhood diet-related illnesses and those in which 40 percent of students qualify for free or reduced-price meals. The legislation would help establish food educators in more schools nationwide to provide hands-on learning for students.

The Food and Nutrition Education in Schools Act provides grant funding to local educational agencies for projects that (1) hire full-time food and nutrition educators to implement programs in schools that have the goal of improving student health and nutrition and (2) fund school gardens or other evidence-based interventions relating to student health and nutrition to create hands-on learning opportunities for students.

Food and nutrition educators play a critical role in schools by teaching kids where their food comes from, how it grows in school gardens, how to prepare it, and why it's fun to try fruits and vegetables. The COVID-19 pandemic illustrated pervasive racial inequity and rising food insecurity across the nation. The Food and Nutrition in Schools Act's introduction comes during an important time for food in schools, which continues to serve as a vital safety net for families. The legislation will serve to increase food's role in classrooms, and reduce barriers in access to food and nutrition education, particularly in underserved communities.

"Countless studies have demonstrated that a lack of access to nutritious food — particularly in underserved communities — manifests itself in all areas of human development, from increased rates of diet-related diseases to reduced academic performance," said **Senator Booker**. "We must do more to ensure our kids have consistent and equitable access to healthy foods, along with the education that will help them make healthy diet choices throughout their lives. By prioritizing communities disproportionately impacted by food insecurity and diet-related illnesses, this bipartisan legislation would bring equitable access to food and nutrition education to children across the country." For children who face health disparities fueled by systemic racism and classism, increased access to food and nutrition education will help them gain the opportunities and resources needed to thrive in the classroom and beyond.



# **Programing Historical Data**

# 2014-2015 / 2015- 2016

Nutrition & Farm to School Programing was grant funded by the USDA

- Funding Paid for one Farm to School Coordinator
  - Sourced local produce for all 5 districts
- Funding Paid for three full time Nutrition Educators
  - o All three employees were split between 5 school districts
    - Provided Nutrition Education resources for teachers.
    - "Train-the Trainer" Model of education- teachers were trained on how to conduct Harvest of the Month lessons and taste testings
    - 9 lessons were done per school year at 5 of Rio's schools
      - Teachers conducted these lessons monthly and a Nutrition Educator supported them
      - All coordination of the produce and curriculum was coordinated by the Nutrition Educators

# 2016-2017 / 2017-2018

Rio Received a Captain Planet grant

8 Schools received 4 garden beds, teacher garden training, and a cooking cart

Nutrition & Farm to School Programing was grant funded by a Kaiser Peranente and Patagonia grant

- Under this grant one Nutrition Educator was split between 5 school districts
  - Rio received 5 hours per week of Harvest of the Month taste testing support for teachers
  - "Train-the Trainer" Model of education continued- The Nutrition Educator trained teachers to implement the Harvest of the Lessons in the classrooms

# 2018-2019

- No Nutrition Education was offered to Rio Students outside of the Cafeteria
- Rio was a participant of another USDA grant to work with the Center for Good Food Purchasing
  - This grant was split between 5 school districts
  - The Center for Good Food Purchasing analyzed purchasing data and set goals and benchmarks for each district

# 2019-2020

- FoodCorps Service Member serving in two schools: Rio Real and Rio Lindo
  - 847 students served at both sites

- o 32 teachers participated in total
- Biweekly lessons totalling 241 hours of in-classroom nutrition/culinary lessons and garden instruction
- 151 hours spent with students in the cafeteria running lunchtime programming
- o 12 taste tests at both schools from October 2019-March 2020
- o 69 hands-on tastings
- Beginning of District-wide programing due to COVID/grant goals waived
  - Quarterly district wellness newsletters
  - 17 YouTube video lessons created

# 2020-2021

- FoodCorps Service member serving at Rio Real and districtwide
  - o 380 students served at Rio Real
  - 13 teachers participated in lessons
  - Biweekly lessons virtually totally 101.5 hours
  - Biweekly garden lessons when school resumed in-person totalling 8 hours from April-June
- District-wide programming due to COVID/grant goals waived
  - Virtual Cafeteria Lunch programming at each grade level totalling 35 hours
  - o 9 Harvest of the Month recipe kits sent home to all students in district
  - 6 Harvest of the Month live virtual cooking classes for families
  - Quarterly district wellness newsletters
  - 36 YouTube video lessons created



# **Relevant LCAP Program Goals**

Evidence shows that students who receive and have an adequate understanding of nutrition have better school attendance, academic achievement, and reduced aggressive behavior. Thus, the proposed Nutrition & Farm Farm to School coordinator position can be used to support LCAP goals in student achievement, school climate, student engagement and parent engagement.

LCAP Goal # 1 To address pupil outcomes and student engagement. 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.).

Students have equitable access to a broad course of study that includes the availability of all subject areas for students including nutrition, culinary, and garden education aligned with Common Core State Standards and other State Board adopted content and performance standards. Providing educational opportunities that focus on learning about nutrition through interactive hands-on lessons increase student engagement. In addition, food literacy lessons often include science, math, and language acquisition.

Measuring and reporting results: Quantitative and Qualitative data will be collected to assess the outcome of this programing. Such as; Quantitative:

- Number of students who receive instruction.
- Number of teachers worked with
- Ibs of produce harvested from school gardens
- Number of cafeteria taste testes
- Number of assemblies

### Qualitative:

- Survey students, teachers, parents
- Photo journals
- Videos

Please see short term goals for year 1, 2 and 3 objectives.

# LCAP Goal #3 School Climate/ Student engagement / Parent engagement

# **School Climate**

Students who have poor dietary behaviors are more likely to be suspended from school and more likely to not get along with other children. Students who attend class under

nourished are more likely to exhibit behavioral problems, which not only detracts from their own school experience, but the experience of their classmates. Studies have found that having an understanding of food literacy can reduce aggression, school suspensions, and decrease discipline problems.

### Student Achievement

Participation in school nutrition programs is associated with: improved academic grade: GPA; Academic Performance Index; and standardized test scores. Students with poor food literacy are directly linked with poor performance on academic assessments when compared to students with high food literacy.

# **Pupil Engagement**

Obese students have 20% more absences. Obesity was a better predictor of absenteeism than any other factor- Center for Ecoliteracy

Nutrition & Farm to school programming helps students develop healthy behaviors as it relates to food. Thus, potentially decreasing absenteeism and increasing graduation rates. Lastly, students report culinary and garden education as being fun which will decrease absenteeism and increase engagement.

# **Parent Engagement**

Nutrition & Farm to School programing offers expanded learning opportunities for parents and opportunities for family engagement. Some examples include:

- Family cooking nights
- Parent Nutrition Education Classes
- Nutrition Newsletters

Lastly, this opportunity being multifunded helps to develop community partnerships with outside agencies.

# **Program Goals**

# **Short Term**

- Set a foundation for nutrition and garden education across RSD
- Increase students' exposure to fresh fruits and vegetables
- Provide positive food experiences to all students at all sites
- Provide opportunities for all students to connect to healthy food in school either via coordinator-led lessons, taste tests, assemblies, teacher-led lessons, and/or after school garden programming.
- Year 1: establish Farm-to-school programming at seven schools, run taste tests 1x per month at all sites, establish relationships with teachers and staff at all schools, establish a presence with after school programs at all schools, provide monthly virtual cooking nights for all families, bring in guest speakers for 3 assemblies per year at all middle schools, publish 4 wellness newsletters per year.
- Year 2: Provide hands-on lessons to 40 teachers and 1000 students, train teachers to run their own harvest of the month lessons and tastings in the classrooms, build relationships with middle school leadership groups, run taste tests 1x per month at all sites, provide monthly virtual cooking nights for all families, bring in guest speakers for 3 assemblies per year at all middle schools, publish 4 wellness newsletters per year.
- Year 3: Provide hands-on lessons to 56 teachers and 1400 students, run taste tests 1x per month at all sites, work with middle school leadership groups to support them running peer-to-peer harvest of the month lessons and in-classroom taste tests, coordinate all farm field trips for all classes throughout the year, train teachers to run their own harvest of the month lessons and tastings, provide monthly virtual cooking nights for all families, bring in guest speakers for 3 assemblies per year at all middle schools, publish 4 wellness newsletters per year.

# **Long Term Goals**

- Establish lifelong healthy habits in Rio students
- Increase fruit and vegetable consumption among Rio Students

- Provide hands-on lessons to 56 teachers and 1400 students
- Expose students to different career pathways
- Supporting the development of the Rio Agricultural Center
- Coordinating field trips to Rio Agricultural Center





1800 Solar Drive, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

### 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 relates 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 an 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, Education, Environmental Studies, or related field.

- 4. Experience in nutrition education/teaching in the 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.

# Salary and Benefits Salary range \$65,280-\$79,356

# **Funding Sources- Multifunded**

- 1. California Department of Education- Approval to use up to \$66,000 out of Fund 13 (Child Nutrition Funds)
- 2. LCAP- Remaining Funding Source

# **Salary Range**

Determined by applicant qualifications

	Step 1	Step 2	Step 3	Step 4	Step 5
Monthly	\$5,440	\$5,711	\$5,997	\$6,296	\$6,613
Annual	\$65,280	\$68,532	\$71,964	\$75,552	\$79,356

# Salary Breakdown With Taxes and Benefits

	Salary	Benefits (inc H&W)	Total
Step 1	\$65,280.00	39,301.58	\$104,581.58
Food Service - \$66K = 63.11%	\$41,197.31	24,802.69	\$66,000.00
GF LCAP - Balance = 36.89%	\$24,082.69	14,498.89	\$38,581.58
Step 5	\$79,356.00	44,056.46	\$123,412.46
Food Service - \$66K = 53.48%	\$42,438.96	23,561.04	\$66,000.00
GF LCAP - Balance = 46.52%	\$36,917.04	20,495.41	\$57,412.45

Question: What if the California Department of Education does not approve Cafe Funds as a funding source? The Director of Child Nutrition will seek funding approval on an annual basis in preparation for the following school year. Potential additional sources of funding include: Food and Nutrition Education in Schools Act Under the Child Nutrition Reauthorization pending bill approval (see pg 4) or California Department of Food & Agriculture grant. Lastly, this position is proposed to be a Classified Management Position, under Ed Code 45117, any specially funded program can be terminated with 60 days notice, should there be a lack of funding.

# **Competitive Salary Comparisons**

# Oxnard Union High School District

12 Month Independent Contractor	2021-22	2022-23	2023-24	2024-25
Farm to School Program Manager	\$83,160	\$87,318	\$91,684	\$96,268
Nutrition Specialist	\$74,340	\$78,057	\$81,960	\$86,058
Garden Manager/Educator	\$69,300	\$72,765	\$76,403	\$80,223

# **Ventura Unified School District**

Salaries	Salary	Benefits (inc H&W)	Total
Healthy Schools Project Coordinator	\$57,564.21 (11 months)	36,810	\$94,374.53
Nutrition Specialist	\$42,812-\$53,691	31,797.52-	\$74,609.52-
	(11 months)	35,494.20	\$89,185.20
Nutrition Specialist	\$42,812-\$53,691	31,797.52-	\$74,609.52-
	(11 months)	35,494.20	\$89,185.20

<sup>\*</sup>Highlighted positions are closest in job duties and responsibilities.

# **Annual Additional Expenses**

\*California Department of Food & Agricultural Grant- (Approved on 6/9/21) will cover first **two years** of expenses

# **Budget of Education and Garden Materials**

Nutrition Education					
Food for cooking classes and taste testing events	\$3,000				
Blender Bike Smoothie ingredients and supplies for student events	\$1,000				
Food for family monthly virtual cooking classes for 50 participants (9 months)	\$1,350				

School Garden Maintenance				
Soil and mulch	\$1000			
Garden tool replacement (\$50 per school)	\$450			
Irrigation repair	\$200			
Seeds, seed starting supplies, plant starts	\$300			
Garden Education Supplies- soil, water testing kits, harvest bags, outdoor classroom materials	\$100			

Marketing Materials					
Stickers for salad to promote local grown foods in cafeteria	\$500				

Estimated Total \$7,900

<sup>\*\*</sup>Will continue to apply for small grants to cover additional ongoing expenses

# Detailed breakdown of what would be happening at each site

### Rio Lindo

- 6 core classes per school year per 10 teachers 2 Nutrition, 2 Culinary, 2 Garden
- 9 Cafeteria taste testings
- 9 teacher-led Harvest of the Month lessons and in-class tastings
- Garden club after school programing

# Rio Real

- Lessons in Spanish at Kindergarten level
- 6 core classes per school year per 10 teachers 2 Nutrition, 2 Culinary, 2 Garden
- 9 Cafeteria taste testings
- 9 teacher-led Harvest of the Month lessons and in-class tastings
- Garden club after school programing

# **Rio Rosales**

- 6 core classes per school year per 10 teachers 2 Nutrition, 2 Culinary, 2 Garden
- 9 Cafeteria taste testings
- 9 teacher-led Harvest of the Month lessons and in-class tastings
- Garden club after school programing

# **Rio Del Norte**

- 6 core classes per school year per 10 teachers 2 Nutrition, 2 Culinary, 2 Garden
- 9 Cafeteria taste testinas
- 9 teacher-led Harvest of the Month lessons and in-class tastings
- Garden club after school programing

### **Rio Del Mar**

- 6 core classes per school year per 10 teachers 2 Nutrition, 2 Culinary, 2 Garden
- 9 Cafeteria taste testings
- 9 teacher-led Harvest of the Month lessons and in-class tastings
- Garden club after school programing

### Rio Del Sol

- No programing at this school site while a FoodCorps Member is present
  - Grant objective Teach 50 students 10 lessons per school year

### Rio Plaza

- No programing at this school site while a FoodCorps Member is present
  - o Grant objective Teach 50 students 10 lessons per school year

# **Rio Vista**

- 6 core classes per school year per 3 teachers 2 Nutrition, 2 Culinary, 2 Garden
  - o Science, ELA, and Math teachers will be of focus to work with
- 9 Cafeteria taste testings
- 9 Student Leadership-led Harvest of the Month lessons and in-class tastings
- 3 Assemblies
  - SeeAg
  - UC Hanson Center
  - Farmer in the Classroom
- Garden club after school programing

# Rio Del Valle

- 6 core classes per school year per 3 teachers 2 Nutrition, 2 Culinary, 2 Garden
  - o Science, ELA, and Math teachers will be of focus to work with
- 9 Cafeteria taste testings
- 9 Student Leadership-led Harvest of the Month lessons and in-class tastings
- 3 Assemblies
  - SeeAg
  - o UC Hanson Center
  - o Farmer in the Classroom
- Garden club after school programing

# **Rio Agricultural Center (Farm Responsibilities)**

- Coordinate Field Trips to Rio's Agricultural Center
- Develop Agricultural Curriculum

# Districtwide

- Quarterly Nutrition Newsletters
- Monthly Virtual / In-person Family Cooknights
  - o 9 per school year
- 3-4 Nutrition Education Classes for Parent & Community/year
- Taste tests at each site on Tuesdays and Thursdays featuring Harvest of the Month Produce

# **Sample Monthly Schedule Example**

(	OCTOBER 2021						
Sun	Mon	Tue	Wed	Thu	Fri	Sat	
26	27	28	29	30	1	2	
	4 District Office Day	FEAL taste test & 2 lessons	REAL 4 lessons and garden club programming	7 LINDO teste test & 2 lessons	8 LINDO 4 lessons and garden chub programming		
	11 District Office Day	DEL MAR taste test & 2 Jessons	REAL 4 lessons and garden club programming	14 DEL NORTE taste test & 2 lessons	15 LINDO 4 lessons and garden club programming		
	18 District Office Day	19 VISTA taste test & 3 lessons	DEL MAR 4 lessons and garden chib programming	DEL VALLE taste test & 3 lessons	DEL MAR 4 lessons and garden club programming		
	25 District Office Day	76 ROSALES taste test & 2 lessons	DEL NORTE 4 lessons and garden club programming	DEL NORTE 4 lessons and garden club programming	POSALES 4 lessons and garden club programming		

Mondays: Reserved for district office/admin days spent lesson prepping, planning assemblies, coordinating with teachers and admin, creating content, planning for events, developing materials, etc. Also used for lunchtime assemblies and rescheduling.

Tuesdays/Thursdays: Taste tests at each site during the lunch period, with lessons before and after at the same site.

Wednesdays/Fridays: Bulk of lessons and garden club programming.

\*\*Every school is visited every month, each elementary school receiving 10 lessons per month, each middle school receiving 3 lessons per month and 3 lunchtime assemblies per year

# Sample Week Schedule

	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8 - 9	Emails/admin work	Email/admin/les	Emails/admin/le sson setup	Emails/admin/le sson setup	Emails/admin/lesson setup
9 - 10	Lesson prep	Lesson #1	Lesson #1	Lesson #1	Lesson #1
10-11	Lesson prep	Cafeteria Taste Test setup	Lesson #2	Cafeteria Taste Test setup	Lesson #2
11 - 12	Nutrition assembly	Cafeteria Taste Test	Cafeteria programming	Cafeteria Taste Test	Cafeteria programming
12 - 1	Nutrition assembly	Cafeteria Taste Test breakdown	Lesson setup	Cafeteria Taste Test breakdown	Lesson setup
1-2	Content creation	Lesson #2	Lesson #3	Lesson #2	Lesson #3
2-3	Planning for cooking night	Garden maintenance	Lesson #4	Garden maintenance	Lesson #4
3-4	Planning for cooking night	Garden club programming	Garden club programming	Garden club programming	Garden club programming
4 - 4:30	Reviewing curriculum	Garden club programming	Taste test materials preparation	Lesson prep	Prep for next week/meeting with Supervisor

# **Summer Plans**

# Farm Academy (3-4 weeks- July programing)

Hands on learning - 4 rotations per day

Learning Pods: 3-4th grade, 4-5th grade, 6-7th grade

Students would keep Journals

# Sample Classes offered- 4 class rotation

- Hydroponics- tomatoes
- Aquaponics
- Kitchen Chemistry
- Intro to Bee's
- Bird Watching
- Food is Medicine
- Climate Control
- Water Wise

# **Guest Speakers During the Academy**

- Santa Clara River Watershed Ecology Center
- SeeAg- Farm Lab Academy & Wellness
- Wildlife Education- partnership with the Ojai Raptor Center
- UC Master Gardeners

# **Additional Summer Responsibilities- August**

- Garden bed updates, preparation, and restoration all nine sites
- Curriculum development and planning for all nutrition, culinary and garden education programs
- Prepare all promotional materials
- Curriculum development for Rio's Agricultural Center

# **Reporting - Qualitative and Quantitative Data Collected**

# Quantitative Data

 Record weekly activities, keep track of hours, number of students who have received instruction, number of teachers worked with, lbs of produce harvested, and various programming activities.

# Qualitative Data

 Survey teachers, parents, principals throughout the year to assess needs and impact of programming.

# Presentation of data to the Board

- o Quarterly for the first year of this position
- o Annually for all years following



## **Sample Lesson Plans and Lesson Progression**

Sample lesson progression for K-2nd grade:

### Eat a Rainbow

In this lesson. students learn about the benefits of eating a variety of phytonutrients by matching various fruits and vegetables to a color information card. They then prepare an explanation for why their groups' color is vital to health, and create a large poster of a body to represent the different colors' benefits.

# Biodiversity in the Garden

In the Garden
In this lesson,
students consider
the importance of
biodiversity by
observing and
drawing all of the
life in one square
foot of their
garden. They then
learn about
companion
planting, and they
sow or transplant
"plant friends" in
the garden.

## Rainbow Grain Salad

In this lesson. students learn knife safety and techniques, observe a demonstration, and practice chopping vegetables in groups for a rainbow grain salad. This lesson reinforces the "eat a rainbow" concept taught earlier in the year.

#### Plant a Rainbow

In this lesson, students hunt for the full spectrum of colors in the garden, create a fruit and veggie rainbow collage, and plant (in color groups) a rainbow garden bed to overwinter.

#### If Our Class Were a Soup

In this lesson. students consider the importance of sharing within a community through reading Stone Soup and creating a classroom poster of a soup cauldron to which they'll each contribute their favorite vegetable as an ingredient. Prior lessons about eating the rainbow and biodiversity are reinforced.

## Sample lesson progression 5th-8th grade:

## Get to the Source

In this lesson. students play a game to identify foods and match them to their sources. They then learn the definition of minimally versus highly processed foods and, in groups, apply that understanding to sort various food products that share an original, whole food source.

## What's in My Salsa?

In this lesson. students compare and contrast store bought and homemade salsas by reading nutrition labels and creating their own salsa fresca. Students learn how to read and interpret nutrition labels and begin to understand the difference between processed and whole foods.

### Sugar Showdown

In this lesson. students estimate and measure the sugar content of commercially sold beverages and consider the implications of excess sugar in our diets as well as why humans like sugar. Then they sample an herb and fruit "spa water" and think of variations they'd like to create at home.

### Secret Strategies of Food Advertising

In this lesson, students think critically about food advertising strategies, analyze a range of food advertisements, and create their own persuasive fruit or vegetable advertisement.

# Get to Know a Crop

In this lesson, groups of students think like farmers and research a crop to determine whether they should grow it. After learning about the crop's history and how it's grown and used, students prepare and present arguments to their classmates on whether or not this crop should be grown in their region.

## **Sample Nutrition Lesson:**

## Eat a Rainbow

Adapted from Life Lab's The Growing Classroom

**THEME: MAKING HEALTHY FOOD CHOICES** 



#### **ESSENTIAL QUESTION**

Why is eating a rainbow of fruits and vegetables important?

#### **LEARNING OBJECTIVE**

✓ Students will be able to explain the benefit of eating a variety of fruits and vegetables.

#### **CONCEPTS**

healthy phytonutrients vitamins

## Engaging the Classroom Teacher

- Before the lesson, discuss what the final product of the lesson will look like (the rainbow human), and ask the teacher whether there is space on a classroom bulletin board or in the hallway where it can be displayed.
- During Action Step 3, suggest that the teacher support groups as they prepare to share the information with the rest of the class, whether verbally or with a poster.
- During Action Step 4, suggest that the teacher circulate through the room, supporting students in listening and drawing on their own worksheet as you create the larger rainbow human.

#### **LESSON DESCRIPTION**

In this lesson, students learn about the benefits of eating a variety of phytonutrients by matching various fruits and vegetables to a color information card. They then prepare an explanation for why their group's color is vital to health, and create a large poster of a body to represent the different colors' benefits. This lesson is designed to be taught in conjunction with lessons Plant a Rainbow and A Rainbow at the Salad Bar.

#### MATERIALS

- About 5 feet of light-colored butcher pape
- Permanent marker
- MERROR
- Rainbow Cards (p. 227)
- Fruit and Vegetable Cards (pp. 228-231)
- Eat a Rainbow Worksheet for each student (p. 232)

#### **PREPARATION**

- > Photocopy and cut out the Rainbow Cards.
- Photocopy and cut out the Fruit and Vegetable Cards, or better yet, make your own! Use seed catalogs to cut out different colored fruits and vegetables and paste them onto index cards. Make enough for each student
- Photocopy an Eat a Rainbow Worksheet for each student.
- Place butcher paper on the floor, and draw a life-size outline of a body in a fun pose.

>	Display the following sentence frame for
	students' presentations:

	, and	are
-	- colored fruits and v	egetables/
They help ou	r bodies	

#### **ACTION STEPS**

- 1. Engage: Gather students in a circle, and ask them what their favorite color is. Once they think of their favorite color, ask them to think with a partner of as many fruits and vegetables that are that color. After they've shared say, Fruits and vegetables have different vitamins and nutrients that help our bodies stay healthy. The more colorful the foods we eat the better, and different colored fruits and vegetables help us in different ways. You might choose to further explain, Colorful fruits and vegetables have what we call phytonutrients that help us "fight" off being sick, punching the air as you say the term and having students mimic you as they repeat the word. Say, Plants create these phytonutrients to protect themselves, but when we eat them, they protect us too! (5 min.)
- 2. Sorting into Groups: Show students the outline of the body, and explain that today they're going to learn about how the different colors of the foods we eat help our bodies. Say, By the end of class, the body will be filled in with all the new things you learn. Place one Rainbow Card on each table in the classroom, and give each student a Fruit and Vegetable Card. Explain, Each table has a different color. If you have a red fruit or vegetable, you're going to find all the people with red fruits and vegetables, and sit at the red table. Have students circulate through the room, finding their matches. Make sure they sit at the right table. (5 min.)

- 3. Preparing Explanations: Once students have sorted themselves into groups, explain that they'll teach the rest of the class why eating fruits and vegetables of their color is important for all-around health. Make sure they know to find the information on the health benefits of each color on their Rainbow Cards. Display the sentence frame, and read it together as a class before their work period, so they can feel confident sharing with the class. Circulate through the room, helping students make the connection between the color and the parts of the body the color benefits. Consider having each group make a poster on which they draw or paste examples of fruits and vegetables of their color, and write what they learned from the Rainbow Card. (10-15 min.)
- 4. Presenting: Pass out an Eat a Rainbow Worksheet to each student, explaining that they'll draw on the body on their worksheet as we learn information from their classmates. Have each group present to the class why their color is important. After each group presents, summarize for students why the color is beneficial for our bodies, and color the associated parts of the body on butcher paper with that color marker. For example, you might draw teeth in green or a heart in red. Solicit ideas from students for how to represent the information. For example, to represent the idea that blue or purple foods are good for the brain, you might draw blue or purple thought bubbles. Have students draw the same or similar images on their worksheet for each color. (15 min.)

#### REFLECTION

Have students discuss the following questions in small groups, then share with the class: (5 min.)

#### Social and emotional learning

 Ask yourself: How did I help my classmates learn today?

#### Check for understanding

- Why is it important to eat a variety of colorful fruits and vegetables?
- What fruits or vegetables have you eater today? What colors are they?
- What colorful fruit or vegetable would you like to eat next and why?

#### **ADAPTATIONS**

**Garden:** Pass out the Rainbow Cards to students, but instead of matching them to pictures of fruits and vegetables, have them find fruits and vegetables in the garden to represent each color.

**Cooking Extension:** Make a rainbow dish with students, such as rainbow salsa, or use the recipes from the lessons Rainbow Smoothie or Rainbow Grain Salad.

Age: If doing this lesson with older students, you can go more in depth about the adaptive quality of phytonutrients in plants, and help students learn in more detail how phytonutrients aid our health. Have groups independently research the benefits of their color (or read materials you've culled for them), and have them create informational posters mentioned in Action Step 3.

#### **ACADEMIC CONNECTIONS**

English Language Arts Common Core State Standards

#### CCSS.ELA-LITERACY.SL.2.6

Produce complete sentences when appropriate to task and situation in order to provide requested detail or clarification.

#### CCSS.ELA-LITERACY.RI.2.9

Compare and contrast the most important points presented by two texts on the same topic.

## Sample Culinary Lesson:

## Rainbow Grain Salad

**THEME: PREPARING HEALTHY FOOD** 



#### **ESSENTIAL QUESTION**

Why is it important to eat a variety of colorful foods?

#### LEARNING OBJECTIVE

✓ Students will be able to practice knife skills by preparing vegetables for a grain salad.

#### **CONCEPTS**

eat a rainbow ingredients knife safety

## Engaging the Classroom Teacher

- Prior to the lesson, discuss whether there are other adults, such as parent volunteers, who can supervise while students are using knives.
- During Action Steps 5 and 6, suggest that the teacher supervise as students are chopping vegetables. Have the teacher help groups take turns coming up and delivering their prepared ingredients to you.

#### **LESSON DESCRIPTION**

In this lesson, students learn knife safety and techniques, observe a demonstration, and practice chopping vegetables in groups for a rainbow grain salad. This lesson is designed to be taught in conjunction with lessons Eat a Rainbow, Plant a Rainbow, and Rainbow at the Salad Bar.

#### MATERIALS

- Fruit and Vegetable Sorting Cards (p. 294-298)
- Set of knive
- Small bowl and fork for each student
- Portion of each of the vegetables set aside for demonstration
- Rainbow Grain Salad Ingredients (see recipe below)
- Large spoon
- Materials for cleanup

Tray of the following for each group of 4-6 students:

- 1 type of vegetable, portioned into 1 chunk for each student
- M Cutting mat
- Group bowl for cut veggies
- Container for compost

#### **PREPARATION**

- Consider recruiting parent or community volunteers for this lesson to have extra eyes and helping hands for students working with knives.
- Prepare four cups of cooked grains beforehand, following proper food safety guidelines about storing cooked food.
- Wash all produce, and slice vegetables, so each student has something to work with.
- Prepare trays for students and your own for demonstration.
- Make a dressing for the grain salad. (see recipe below).

#### FRUITS AND VEGGIES FROM THE RAINBOW

Red/Pink Yellow/White Orange Apple Bell peoper Corn Daikon radish Beet Carrot Radish Clementine Golden beet Strawberry Peach Turnip Yellow bell pepper Tomato More Green Blue/Purple Green Cabbage Collards Purple cauliflower Celery Purple kohirabi Kale Cucumber Rainbow chard Zucchini

## Rainbow Grain Salad Dressing

Yield: About 25 servings, ¼ cup

#### Dressing

Two tablespoons lemon juice (1 lemon)

1 teaspoon minced garlic (about 1 clove)

1 teaspoon honey

Salt, to taste

1/4 cup olive oil

1 tablespoon finely chopped herbs (chives and parsley)

Whisk lemon juice, honey, garlic, and salt, Slowly drizzle in olive oil and continue whisking until well blended. Stir in herbs.

#### **Grain Salad**

- 3 cups cooked grain such as quinoa, barley, brown rice, couscous, millet, teff, or bulgur wheat
- 4 cups of a variety of fruits and vegetables (such as one each from the table below)
- 1/4 teaspoon salt, or to taste
- Cook selected grain. Cool grain spread on a baking sheet and set aside.
- Meanwhile, prepare and chop fruits and vegetables into attractive, bite-sized pieces.
- Mix grain with assorted fruits and vegetables and toss with dressing. Taste and add just salt, or add more dressing if needed.

#### Example 1

3 cups cooked quinoa

1 clementine, segments sliced into thirds

1 cup diced yellow bell pepper

1 cup diced cucumber

1 cup shredded beet

6 tablespoons dressing, more to taste

#### **Making Quinoa**

1 cup quinoa

1/2 teaspoon salt

- In a small pot, bring 1 ½ cups water to a boil over medium high heat.
- Add quinoa and salt, stir, and reduce heat to a simmer.
- Cover the pan and cook for 12-15 minutes, or until all the water is absorbed.
- Fluff the quinoa with a fork, and leave the lid off the pan to allow any residual steam to escape.

#### Example 2

3 cups cooked millet

1 cup diced strawberries

1 cup diced carrot

1 cup diced yellow bell pepper

1 cup torn and massaged kale\*

6 tablespoons dressing, more to taste

\*coat kale with oil, then squeeze it for a couple minutes until tender

#### **Making Millet**

1 cup millet

1/2 teaspoon salt

- In a small pot, bring 2 cups water to boil over medium high heat.
- Add millet and salt. Return to a boil, then reduce heat to a simmer, coverand cook until tender, 15-20 minutes.
- Drain off any remaining water, and fluff with a fork.

#### **ACTION STEPS**

1. Engage: Gather students in a circle, and tell them that today they'll be working with knives to create a delicious grain salad with vegetables that are every color in the rainbow. Pass out Fruit and Vegetable Sorting Cards to students in small groups, and ask them to create a rainbow. Ask, Why do you think it's important to have a rainbow of colors in the foods you eat? Field responses, and get to the idea that different colored vegetables have all the different vitamins and nutrients your body needs. (5 min.)

#### 2. Knife Safety Demonstration (5 min.)

3. Model Vegetable Prep: Show students the vegetables they'll be adding to their grain salad, and model how to cut each type of vegetable. Be sure to go slowly. Exaggerate and highlight the proper techniques you want to see from them. Say things like, See how I keep the tip on the cutting board the whole time, and I just rock the knife back and forth. See where my other hand is when I'm cutting. Remind students that you'll be putting all the veggies into a salad, so you want the pieces to be pretty small. If your classroom has a document camera, project your demonstration so all students can easily see. Put your finished samples into small bowls, and give them to students for comparison when they're cutting. (5 min.)

#### 4. Hand-Washing Break (5 min.)

5. Chopping Vegetables: Distribute trays to groups of students. You may want to pair students, and explain that each pair will have a chopper and a safety monitor, and they will be trading off halfway through. Circulate through

the room, guiding students to be safe and to use proper technique when needed. Give students a three-minute warning before having them clean their spaces. (15 min.)

- 6. Making the Salad: Call for attention at the front of the room where you have your bowl of grains, spoon, and dressing ready. Have a representative from each group deliver their cut veggies to you. You'll want about one and a half times the amount of veggies to grain. This should work out nicely to four cups of grain to six cups of vegetables, which may mean not using the entire portion of veggies that each group has cut. Toss the salad with dressing, and have a helper distribute it into bowls or tasting cups for each student. Have student helpers pass them out to classmates. During this process, ask students questions to build excitement and anticipation for what they're about to taste. (10 min.)
- 7. Tasting: Ask students to wait until each student has a sample before trying the salad. (5 min.)

#### REFLECTION

Have students discuss the following questions in small groups, then share with the class: (5 min.)

#### Social and emotional learning

- What makes you proud about using a knife?
   What do you feel like you still need to work on?
- Ask yourself: How did I work together with my classmates to make this dish?

#### Check for understanding

 How might you change this recipe if you were making this at home?

- What other dishes could you add rainbow vergies to?
- What helpful hints would you share to teach another student how to use a knife?

#### **ADAPTATIONS**

Recipe Variations: Have students apply their knife skills to make a rainbow smoothie (see lesson Rainbow Smoothie for a recipe), a rainbow vegetable soup (see lesson Stone Soup), etc. Or give students big crackers with hummus as a canvas for them to create rainbow veggie art!

**Literacy Extension:** Read *Rainbow Stew* by Cathryn Falwell about kids picking vegetables from their grandfather's garden to make a colorful stew.

#### **ACADEMIC CONNECTIONS**

English Language Arts Common Core State Standards

#### CCSS.ELA-LITERACY.SL.3.1

Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 3 topics and texts, building on others' ideas and expressing their own clearly.

## Sample Garden Lesson:

## Plant a Rainbow

**THEME: GROWING AND ACCESSING HEALTHY FOOD** 



## **ESSENTIAL QUESTION**

Why are the foods we eat and the diversity in our garden important?

#### LEARNING OBJECTIVE

✓ Students will be able to sow and transplant crops.

#### **CONCEPTS**

healthy nutrients tool safety variety vitamins

## Engaging the Classroom Teacher

- Before the lesson, discuss what the final product of the lesson will look like (the rainbow spectrum), and ask the teacher whether there is space on a classroom bulletin board, in the hallway, or in the cafeteria where it can be displayed.
- During Action Step 4, ask the teacher to supervise the class as they're making the collage while you call up groups of students to plant.

#### **LESSON DESCRIPTION**

In this lesson, students hunt for the full spectrum of colors in the garden, create a fruit and veggie rainbow collage, and plant (in color groups) a rainbow garden bed to overwinter. Split the lesson into two sessions: do the rainbow hunt one day and the collage and planting the next, if needed. This lesson is designed to be taught in conjunction with lessons Eat a Rainbow and Rainbow at the Salad Bar.

#### MATERIALS

- Colored chalk
- Dot stickers of each rainbow color (optional)
- Paint sample color strips (such as those found in a hardware store that sells paint), one for each student, with an equal distribution of red, orange, vellow, green, blue, and ourole
- Basket or bucket to hold paint chips (for random selection)
- Butcher paper
- Black permanent marker
- Gardening magazines/seed catalogs
- Glue
- Scissors
- Plant markers
- Seeds or transplants to represent each color
- Pictures of each of the plants, fully grown (optional)
- E garden trowals
- S watering cans
- Hose (to refill watering cans)

#### RAINBOW CROP SAMPLES

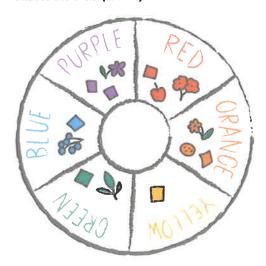
- . Red: ruby red chard, red beets
- · Orange: carrots, orange calendula flowers
- Yellow: golden beets, yellow calendula flowers
- · Green: lettuce, cabbage, broccoli, kale, peas
- · Blue/Purple: purple kohlrabi, borage flowers

#### **PREPARATION**

- > Acquire paint samples from the hardware store.
- Consult a local planting guide for your region, and determine what you'll be planting. In the fall, they'll either need a quick germination and maturity rate or be overwintering. Also, be sure your plants have similar growing requirements because they'll be planted close together.
- Scout out a location in your garden to make your rainbow bed. You might want to pre-divide a raised bed into six sections, so it's a spectrum, or you might choose to make a rainbow arc. Either way, use labeled plant markers to make it clear to students where certain colors are meant to go.
- Set up a station within sight of the garden bed in which students will work on a collage. If you have a shade structure, you might consider having students make their collage there.
- Prepare a large piece of butcher paper with the outline of a rainbow in which students will create their collage during the lesson. Write the name of the color in each arc, using that same colored marker, so students will know which color images should go where.
- Using chalk, draw a rainbow spectrum in a circle outside on the pavement where you will gather your class. If you don't have any paved space, make a sign for each color to set out on the ground. This is how you'll ultimately divide students into groups.

#### **ACTION STEPS**

1. Rainbow Hunt: Gather students in a circle and explain, Today we'll be planting a rainbow in the garden, but first we're going to see how many different colors of the rainbow we can find already in our garden. Show students your array of paint samples, and explain that each student will pick one at random and then try to find an exact match of that color from a plant in the garden. Demonstrate how to use two hands to pick the leaf, flower, or fruit that they find, and remind them to either ask before picking, or set a rule that they can only pick if there are least ten others growing. Share the callback strategy you'll use, and remind students to stay where you can see them. Have each student pick one paint sample at random, and let them know they'll have five minutes to hunt for a color match and bring it back to the circle. (10 min.)



- 2. Sharing: Call students back together, and have them place their plant on top of their paint sample in the space with their color on the ground. Once they're standing with their color group, explain, This will be your group for the rest of the activity. You might want to pass out dot stickers with their colors so students remember throughout the lesson, and you can easily keep track of who's in each group. Have students rotate clockwise around the circle to observe and admire each of the plant and paint sample matches their fellow classmates found. Ask, What does this tell us about our garden? (10 min.)
- 3. Explain the Activity: Say, When we eat all different kinds and colors of fruits and vegetables, it's really good for us. It's a way to make sure we're getting all the different vitamins we need. It's also really good for our garden if we plant a variety of vegetables. Show students the seeds or transplants you've brought for them to plant. If the colors are not obvious, display or pass around pictures of the fully mature plants so they can see the full spectrum of color. Then be sure to review tool safety. (5 min.)
- 4. Making a Rainbow Collage: Explain that each group will take a turn to come up and plant, but while they're waiting for their turn, they'll be creating a rainbow collage of fruits and veggies. Show students the butcher paper you've prepared for their collage. Have students work on the collage according to their color group. Give students the option of drawing and writing the names of fruits and vegetables as well. (30 min.)
- 5. Planting by Color: Call up students by color.
  Demonstrate how to transplant the starts or sow the seeds that the group will be planting.

Remind students to stay in the designated spot for their color and to be mindful of newly planted seeds and starts. Have students water their seed or plant and then send them back to work on the collage. Once all groups have gone, gather them back for a closing circle. (5 min. for each group)

#### REFLECTION

Have students discuss the following questions in small groups, then share with the class: (5 min.)

#### Social and emotional learning

- Ask yourself: How did I stay safe when using tools and planting in the garden?
- Ask yourself: How well did I work with the classmates in my group today?

#### Check for understanding

- What vegetables did we plant in our garden today?
- Why is it important to have a rainbow of colors in our garden? How about in our diets?
- Which vegetables or flowers are you most excited to harvest?

#### **ADAPTATIONS**

Literacy Extension: Read Planting a Rainbow by Lois Ehlert, and have students create their own book about the plants they planted in the activity.

Tasting Extension: Make a rainbow salad from plants you can currently harvest in the garden, supplementing with other fruits and vegetables to complete the spectrum, if necessary. See lessons Rainbow Smoothie and Rainbow Grain Salad for other colorful recipe suggestions!

### Sample Farm & Agriculture Curriculum

All lessons would take place on Rio's 10 acre Farm in outdoor learning spaces or portable buildings. All Rio students would have a chance to participate in this programing.

## Sample Curriculum for Kindergarten: Plant Life Cycle

Kinder students would attend the farm for a single day in early fall. They'd explore the life cycle from seed to compost - with our seasonal pumpkins! Students would discover what a seed needs to grow, observe all phases of pumpkin growth, plant pumpkin seeds, and would be introduced to waste diversion through vermicomposting.

#### Farm Day for Kindergarten-Sample

Rotation 1	Wonderful Worms
Rotation 2	Observations on the Farm (journaling and drawing time)
Rotation 3	Plant Needs
Rotation 4	Pumpkin Life Cycle

## Sample Curriculum for 1st grade: Food is Medicine

First grade students would look at the various ways plants are useful to humans, and develop an understanding of their role in sustaining all life. Students would explore several different plants with properties that improve physical or emotional health (i.e. aloe, lavender, ginger, chamomile, etc.) and then make a sachet of dried herbs and flowers. Students are introduced to top, middle, and bottom growing fruits and vegetables - and then find and pick those (and more!) in a property nature hunt. In their third rotation, students learn about why our farm is organic, and they plant marigolds or calendulas to help us naturally keep insects away.

Finally, first graders discover that we need their help with a large pest problem at Rio Farm Lab - that needs to be solved in a humane and organic way! After talking about what scares rabbits away naturally, students design and code a path for a robot to deter pests from eating their school lunch produce.

#### Farm Day for First Grade- Sample

Rotation 1	Organics & Planting, How plants help us
Rotation 2	Nature Hunt & Farm Lab Exploration

<sup>\*</sup>Curriculum would be developed by Nutrition & Farm to School Coordinator, teachers, and stakeholders

<sup>\*\*</sup>All coordination of field trips to the farm will be coordinated by the Nutrition & Farm to School Coordinator

<sup>\*\*\*</sup>Lessons to be taught by Educators, Volunteers, and CSUCI Interns

Rotation 3	Plant Properties
Rotation 4	Agricultural Engineering Project

## Sample Curriculum for 2nd grade: Pollination

Second graders become agricultural engineers during their one day learning experience. Students would develop an understanding of pollination and its connection to the sustainability of our food sources. No chocolate without pollinators? No strawberries? Yikes! After discovering that the number of pollinators are declining and the demand for food is increasing, students design, build, and test a model that mimics a natural pollinator. Pollination matters!

Farm Day for Second Grade- Sample

Rotation 1	Flower Structure
Rotation 2	Bees!
Rotation 3	Farm Tour
Rotation 4	Agricultural Engineering Project

## Sample Curriculum for 3rd grade: Ecosystems

Third graders would spend one day at the farm and study Ecosystems.

Farm Day for Third Grade- Sample

Tarm Bay for Time Grade Campie				
Rotation 1 Ecosystems- Food Chain Collage				
Rotation 2	Guest Speaker			
Rotation 3 Changes to an Ecosystem				
Rotation 4	Students Build a Self Sustaining Ecosystem in a bottle			

## Sample Curriculum for 4rd grade: Renewable Energy

Fourth graders will spend two days at the farm and will study renewable energy. Students will leave with an understanding of sustainability and how our choices impact the planet.

Farm Day #1 for Fourth Grade- Sample

Rotation 1 Wind Power Exploration					
Rotation 2 Fossil Fuel Impacts					
Rotation 3	Pros & Cons of Renewable Energy Sources				
Rotation 4	Share out				

#### Farm Day #2 for Fourth Grade- Sample

Rotation 1	Project Research			
Rotation 2 Turbine Expert				
Rotation 3 Design Thinking Review & Project Details				
Rotation 4	Collaborative Engineering Project			

## Sample Curriculum for 5rd grade: Water Wise

Fifth grade students would spend three days learning on the farm. Days one and two would allow students to develop a deeper understanding of water scarcity, the importance of water conservation and reclamation, biological and physical water filters, and the forces and types of energy that can move water. Day three students would demonstrate and apply their new knowledge by collaboratively designing and building a model that utilizes kinetic energy to filter and pump water from the bioswale to utilize for irrigating raised beds.

### Sample Curriculum for 6th grade: Kitchen Chemistry

Sixth grade students would spend three days learning on the farm.

## Sample Curriculum for 7th grade: Hydroponics

Seventh grade students would spend five days learning on the farm.

# Sample Curriculum for 8th grade: Sustainable Agriculture & Health Career Pathways

Eight grade students would spend five days learning on the farm

#### **Testimonials**

### **About Virtual Cook Nights:**

"I never eat salad, but I'm really excited to try this one." - 1st grade student

"It was also incredibly informative. I can't wait for the next one and plan to make it extra credit." - Vista Teacher

"Olivia was so great at responding to kids and it felt like we were in her kitchen with her." - Rosales Teacher

Hi! I wanted to share that we loved virtual cook night on Thursday! My son is in kindergarten at Rio Real and he was SO excited and cannot wait until next month. Thank you for helping to implement this program. It was so accessible with the ingredients being available to pick up. I teach 5th grade at Rosales and I told my kids all about it on Friday. A lot of them want to join next week. Thanks again!!

- Rosales Teacher

Kudos to you and Olivia and whomever else helped make this happen for our families.

- Vista Teacher

It was also incredibly informative. I can't wait for the next one and plan to make it extra credit. - Vista Teacher

That was so much fun! I loved seeing those adorable faces (I taught 1st grade for a few yrs before moving to middle school). - Vista Teacher

#### About garden education:

"This is the kind of thing that I saw myself doing with my students when I first decided to become a teacher, but there has been so much focus on academics that I don't really have the time. But it's so necessary for them to get out here." - Real Teacher

I'm so grateful we have this programming at Real, my son loves the garden time and has definitely benefited from it. The taste tests during lunchtime are awesome, my son refused to try bell peppers, but now he likes them.

- Real Parent

We love the food and nutrition lessons. Ms. Olivia made vegetable soup with our students and they had so much fun. I took the recipe home and made it for my family and even my pickiest eater ate it!

- Real Teacher & Parent

#### Hello,

We know that Ms. Olivia is not coming back next year to Rio Real! I want you to know that our students love her. But most of all, they love her lessons. We want Ms. Olivia to continue working in our school because this program is bringing a new experience to our students. If she can stay, that will be great!

Thank you for your time!

- Real Teacher

#### Hello,

I just found out that Ms. Olivia will not be with us in the fall and I am very sad for our students. They have had great experiences with Ms. Olivia. I would love our school district to find ways to continue this partnership that brings lots of meaningful learning experiences to our students.

Thank you,

- Real Teacher

#### Good evening,

I hope this email finds you all well! I am writing this letter as it has come to my attention that Ms. Olivia's contract with the district through (Foodcorps) will come to an end at the termination of this school year. It saddens me to think she will not be coming back to Real. Her enthusiasm and engagement with students has been a great asset to our team at Real. She has gone above and beyond to engage not only students but staff and parents as well whether it be through her virtual, hands on lessons, garden or tasting activities. Students have learned about new foods and have been encouraged to try eating healthier through her dedication during lunch time. Staff has learned how to plan for a garden, plant and maintain students engaged in the process. Parents have learned how to cook healthier meals whether it be through her live cooking lessons or YouTube channel.

Overall, Ms. Olivia is a great asset to our school and I would hate to see her leave if she doesn't have to. Thus, I ask that you consider helping her extend her contract as this year has been a very unusual year as it is and students would greatly benefit from continuing to learn from her. She has personally shared with me how much she enjoys

working with our students, staff and community as she has felt welcomed, appreciated and a sense of "family" at Real. So, I ask that you please consider helping this Real team member stay on and continue making our school a better place to learn.

- Real Teacher

#### Good evening,

I am writing to you because I have found out that Ms.Olivia (Foodcorps Service Member) will not be returning to Rio Real for the next school year. She mentioned that it's a 2 year position and she will be sent to another school. I want to ask that if at all possible, Ms. Olivia can stay at Rio Real. She has done a tremendous job here at Real. Our teachers, students and families truly enjoy her lessons and enthusiasm during those lessons. She does a great job during lunch to encourage our students to eat healthy food. She has held cooking lessons with the students and she has gone above and beyond to get our gardens going here at Real. I don't know what it would be without her.

I'm not sure if she can stay with her current position or if there is a position that can be given to her so that we don't lose out on her. I know she loves Real and we love her. She is part of our family and we don't want to see her go if she doesn't have to. I truly appreciate anything that you can do to make this happen. Our staff and students do too.

Sincerely.

- Real Teacher

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#### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.4 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 Goal 3-Create welcoming and safe environments where students attend and are connected

to their school

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

#### **Public Content**

Speaker: 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-5th October 4th to June 10th

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 23rd - June 10th

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:

1st Period

Fee: \$9000

## 3. DISTRICT MIDDLE SCHOOL MUSICAL October 5st to May 14th

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. 3rd - March 18th

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

Davs:

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.

# <u>Diane DeLaurentis: Drama Program Review</u> 2020-2021 (COVID-19 PANDEMIC)

#### 1. Summer Drama Camp for Kids!

4 week camp (June 29-July 26)

<u>Work Description</u> – Students learn basic rules of voice, play acting games and exercises, create their own cartoon voices, and even perform with puppets. Guest speakers, Eric Bauza (voice of Bugs Bunny/Ninja Turtle,) and Katherine Steele (Musical Theater YouTube Channel) pay a visit, to share their experiences working as voice professionals. Instructor: Diane DeLaurentis

Location: ON-LINE Days: Monday-Friday Time: 10am-12pm Grade: 5<sup>th</sup> - 8<sup>th</sup> grade

Students Participated: 20

(This class was created to ensure socialization during a very stressful and uncertain time for students.)

## 2. Rio District "Summer Cast Production" of Shrek Jr.

June 22- July 31

**Work Description:** Directing, producing and ZOOM recording Shrek Jr. for Carlo to edit.

Tuesday/Thursday 3pm-5pm Grade: 5th - 8th grade

Students Participated: 25

(This production was originally to be performed on stage, live in May 2020. Due to COVID restrictions our performance was cancelled and became virtual. Some students were not able to participate due to their summer schedule and Covid-19 restrictions.)

#### 3. Rio District Website -Drama Video Series

June – August 2020

<u>Work Description</u>: A series of Drama lessons addressing Anchor Standards and Core Curriculum, promoting dramatic performance and creative expression through the Arts. The following videos were created, acted and produced by Artist in Residence, Diane DeLaurentis for the Rio School District drama website. Suitable for students of all ages. Video length: 10-20 minutes

#### **VIDEO'S PRODUCED BY DIANE DELAURENTIS:**

4 Simple Rules of Voice

4 Basic Rules of Acting

Pantomime for Acting- Recreate imaginary objects in detail, creating a fascinating performance.

Memorization Technique - practice techniques of memo

Acting With Senses! - Sensory awareness games.

Mirror, Mirror: Learn the skill of leading, following and being in the moment!

Body Control Challenge- Pantomime movement and fun!

*Exploring Your Stage!* - How to move on Stage, Blocking and non-directional blocking

Environment Game -Act out from your imagination location, weather and more! Relationship Drama! -Exploring and demonstrating relationships between characters.

Be in the Moment: "Simon Says" listening game.

*Pantomime Party!* -Tell a story without words, only movement, pantomime or dance.

Puppet Performance: using puppets hands, and voice to act out characters

Voice Dialects - Weekly lessons. A different dialect every week!

Exploring Emotion - How to bring emotion to a scene.

Acting out Animals! - Use body and voice to act out your favorite animals!

On-line for all Students in the Rio School District

## 4. Rio District Drama in the Classroom K-5th

October, 2020 - June, 2021

Workshop Description: This dynamic and innovative program allows students to demonstrate voice and movement skills through drama exercises and games. Half-hour workshops are given to students weekly introducing creative drama into the classroom. Workshops are self-contained, and also can incorporate class curriculum. Students learn improvisation, stage presence, public speaking skills, exploring 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, with individual attention given to each student.

Location: ON-LINE

Days: Monday, Tuesday, Wednesday & Thursday

Time: 9:00am-2:00pm

Students Participating: Approximately 500 students a week.

On-Line Workshops: 24 classes per week

Teachers who signed up for workshops 2020-2021:

RIO NORTE DEL SOL RIO DEL MAR RIO LINDO Kelman Dowdv Lorenzana Cathcart Patten Mendoza Soto King Granado Pearson Tenorio LaMorena Martinez Ranieri Casimiro Arreola Avila Araiza Contreras Granado Armstrong Garcia Nelson Walstrom Visser Mackie Auerbach

#### 5. Rio District VIRTUAL Annie Jr. Musical

October, 2020 - April, 2021

Work Description: Students from RDS, RR, RN and RL auditioned, participated and performed in a virtual version of the musical, Annie Jr. Under the creative direction of Drama, Artist in Residence, Diane DeLaurentis, students demonstrated acting skills, voice skills, choreography, blocking and memorization, while participating in the play. Diane also allowed students creative input, explore characters, taught theater etiquette and incorporated the 5 C's into her teaching. Due to the COVID-19 pandemic, all rehearsals were done on-line until the day of performance. Students then met one-on-one with Mrs. D. (and Carlo, the videographer,) to record all scenes in the RVMS band-room. Students were recorded playing their role(s) individually using green screen, camera, lighting, costumes, props and sound equipment. COVID safety and Guidelines were strictly followed during entire production.

Where: RVMS, Band-room

Days: Tuesdays, Thursdays, Fridays

Time: 12:00pm-4:00pm

**Students Participating: 30** (5th-8th grade)

NOTE: A Middle School musical being offered has now become the norm of public education. It is an essential experience for any student interested in pursuing the Performing Arts as a career and prepares students for High School, college and work disciplines with creative demands.



#### **Agenda Item Details**

Meeting

Aug 18, 2021 - RSD Regular Board Meeting

Category

9. Discussion/Action

Subject

9.5 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

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

that facilitates collaboration, creativity, critical thinking and communication.

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

#### **Public Content**

Speaker: Superintendent Puglisi

#### Rationale:

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

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**

Sucrintendent John D. Puglisi, Ph.D.



#### SHORT FORM SERVICES AGKEEMEN!

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

<u>Rio School District</u> (hereinafter referred to as "District") and Steven Sunnarborg
(hereinafter referred to as "Provider.")

Steven Sunnarborg Musical Services

Provider

3916 E. Main St.

Street Address

Ventura, CA 93003

City, State, Zip code

573-35-5318

Tax Identification or Social Security Number

(805)-901-8181

Telephone Number

Fax Number

stevensunnarborg@mac.com

E-mail Address

**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

6/30/2021-6/30/2022Hour(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.
- <u>Commercial General Liability Insurance</u>. 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.

<u>Certificates of Insurance.</u> 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.

<u>Failure to Procure Insurance</u>. 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

# End of Year Report (2020-2021)Artist in Residence (Music) Steve Sunnarborg

# Services Provided:

Rio Vista: Conductor, Composer, Orchestrator, Instructor: Rio Vista New Guitar Ensemble (6-8)

**Rio Rosales: (3-5)** Instructor: Online guitar class and one to one sessions.

Rio del Sol: (6-8) Instructor: Online guitar class and one to one sessions.

# Highlights from 2020-2021:

- Continuous educational and humanitarian adaptation to circumstances brought forth by the COVID 19 Pandemic. Created and led virtual guitar classrooms for grades 3-8. Redesigned and consistently adjusted curriculum to maximize student engagement. This includes creation/production of music instruction videos, Google Classroom, instrument distribution and maintenance. Provided colleagues with books, instruments, supplies and direction/advice in regards to conducting a successful classroom guitar environment. In service to any other callings that will help RSD students and staff at this time of crisis.
  - Well received, Virtual Recruitment Presentation for elementary schools. Guided students through recording process in order to contribute to Rio's Virtual Music Festival,
  - The River Songs Band/Climate Change Songs. Part creation, recording and performance in service of curriculum and instruction associated with climate change. These musical endeavors are always inclusive of student/expert collaborative performances.
  - Creation and application of multi-tiered orchestral parts for students with different skill levels in order to produce a refined and united musical outcome.
- Next level connections for musical appreciation and learning with students with disabilities

#### Plans for 2021-2022

• Continue to adapt to the current climate of education which includes integration of online education. This also incorporates recasting the creation of interesting content for



online learning and obtaining the necessary tools needed for the students immersion.

- Maintain the current repertoire of New Guitar Orchestra while selecting, arranging and adding new repertoire to prepare for school functions next year.
- Continue to support the development and expansion of Rio's musical vision to all schools with extensions to Rio Mesa and OUHSD 9-12
- . Support the development of technology integration in Rio Music programs.
- •Guitarist/Composer/ Lead /Back Up Vocals in The River Songs Band. Looking forward to more performances and recordings this year with this student outreach band. Love the student/teacher connection we get. Using the power of music to change lives-one string at time.
- Expand professional musician status outside of RSD in order to convey a realistic music business view for students who wish to follow in my footsteps.
- Rio Summer 2021 Music Academy. Group and private sessions in guitar, violin, ukulele, music fundamental, music production & more.

9.6

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# **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.6 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 Goal 4-Prepare students to be college and career ready through technology and innovation

that facilitates collaboration, creativity, critical thinking and communication.

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

# **Public Content**

Speaker: Superintendent Puglisi

Rationale:

Mr. 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**



# 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 <u>27<sup>th</sup></u> day of <u>APRIL</u>, 20<u>20</u> by and between <u>Rio School</u> District (hereinafter referred to as "District") and <u>NEE QUAISON-SACKEY</u> (hereinafter referred to as "Provider.")

NEE QUAISON-SACKEY	818 428-0765
Provider	Telephone Number
719 Forest Park Blvd	
Street Address	Fax Number
Oxnard, CA 93036	nee@neesackeymusic.com
City, State, Zip code	E-mail Address
579-98-5747	
Tax Identification or Social Security Numb	ber Business License Number (if applicable)
SERVICES	
MUSIC CONSULTING & INSTRU	UCTION
Description of Services	
AUGUST 27th 2021 JUNE 18th 2022	
Date(s) of Service	Hour(s) of Service Location
FEES	
Compensation for Services \$ 45.00	00.00 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.
- <u>Commercial General Liability Insurance</u>. 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.
- <u>Automobile Liability</u>. 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.

<u>Certificates of Insurance</u>. 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.

<u>Failure to Procure Insurance</u>. 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 ag	ree to its terms  27 <sup>th</sup> April, 2021  Date	
SITE AGREEMENT		
Site Administrator DISTRICT APPROVAL	Signature	Date
District Administrator	 Signature	Date



# End Of Year Report (School year 2020 – 2021) Nee Quaison-Sackey (Artist In Residence)

#### Services Provided:

Rio Plaza : Violin, Cello, Guitar and Ukulele Instructor (Kindergarten & 5th Grade)

Rio Lindo : Xylophone, Piano, Violin and Ukulele Instructor (5th Grade)
Rio Del Mar : Violin, Piano, Guitar and Ukulele Instructor (5th Grade)
Rio Lindo : Violin, Piano, Guitar and Ukulele Instructor (5th Grade)

Battalla de Puebla: Cinco de Mayo Music Theater presentation

Rio Del Norte : Battalla de Puebla: Cinco de Mayo Music Theater presentation

Rio School District: Climate Songs Recordings

**THRIVE Conference** 

Music festival and assemblies performances

Maintenance and repair student guitar, violin, cello and ukulele inventories Curriculum development and creation including original compositions for

students.

Composition for "Fundamental of Music" project

Development and Roll-out of online courses due to COVID -19 Closures

#### **Highlights from 2020-21:**

- Participation of individual students from schools in Rio School District in Rio Music Festival
- VirtualWinter Concert with Rio Plaza Kindergarten Violin Ensemble and various student instrumentalist from various schools
- Next level connections for musical appreciation and learning with students
- Coordinating with District's Technology Department to complete a detailed inventory of all music instruments

#### Plans for 2021-22

- Maintain current repertoire of ensembles at Rio Del Mar, Rio Lindo and Rio Plaza while selecting, arranging and adding new repertoire to prepare for competitions and school functions next year.
- Support the development and expansion of Rio's musical vision to all schools with extensions to (OUHSD 9-12).
- Support the development of technology integration in Rio Music programs.

9.7



# **Agenda Item Details**

Meeting Aug 1

Aug 18, 2021 - RSD Regular Board Meeting

Category

9. Discussion/Action

Subject

9.7 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**



#### 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.

**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.
- <u>Commercial General Liability Insurance</u>. 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.

<u>Certificates of Insurance.</u> 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.

ACKNOWLEDGEMENT AND	AGREEMENT	
I have read this agreement and ag	gree to its terms	
Provider signature	Date	
Site Administrator	Signature	Date
DISTRICT APPROVAL		
 District Administrator	Signature	Date

9.8



#### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.8 Puchase of 600 2-in-1 devices for kinder students

Access Public

Type Action, Discussion

Preferred Date Aug 18, 2021

Absolute Date Aug 18, 2021

Fiscal Impact Yes

Dollar Amount 218,431.16

Budgeted Yes

Budget Source Measure L

Recommended Action Staff recommends replacing the kinder student devices (year 8 netbooks and used

Chromebooks) with 2-in-1 devices.

#### **Public Content**

Speaker: Jarkko Myllari, Director of Technology

Rationale: To replace the year 8 student or other old district devices used by kinder students, staff recommends purchasing 600 Dell Chromebook 11 3100 2-in-1 devices. The number of devices aims to cover all K-students as well as to provide a repair buffer for all touch screen devices distributed to students. After surveying the kinder teachers and Technology Champions about their preferred device type for kinder (2-in-1 56%; Laptop 24%, Tablet 20%), Technology Services received proposals from 6 different vendors. Based on pricing and previous District experience with the equipment, Dell came out on top with a proposal meeting the District requirements.

US\_QUOTE\_3000090302544.6.pdf (116 KB)

#### **Administrative Content**

# **Executive Content**



# A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

3000090302544.6 Quote No. \$218,431.16 **Total** 21102079 Customer# Aug. 09, 2021 Quoted On Sep. 08, 2021 Expires by Standard Terms and Contract Name Conditions of Sale **Contract Code** C000000006563 Dell Standard Terms and

Customer Agreement # Conditions
Deal ID 21762899

Sales Rep Nicholas Varner
Phone (800) 456-3355, 6178465
Email Nicholas\_Varner@Dell.com
Billing To JARKKO MYLLARI

RIO ELEMENTARY SCHOOL

DISTRICT 1800 SOLAR DR 3RD FL

OXNARD, CA 93030-2655

#### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards, Nicholas Varner

# **Shipping Group**

Shipping To

JARKKO MYLLARI
RIO ELEMENTARY SCHOOL
DISTRICT
1800 SOLAR DR
3RD FL
OXNARD, CA 93030-2655
(805) 485-3111

Shipping Method VALS Delivery

Product	Unit Price	Quantity	Subtotal
Chromebook 11 3100 2-in-1	\$293.65	600	\$176,190.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	\$32.07	600	\$19,242.00

Subtotal:	\$195,432.00
Shipping:	\$4,453.50
Environmental Fee:	\$2,400.00
Non-Taxable Amount:	\$27,738.00
Taxable Amount:	\$174,547.50
Estimated Tax:	\$16,145.66
Total:	\$218,431.16

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

# **Shipping Group Details**

# **Shipping To**

**Shipping Method** 

JARKKO MYLLARI RIO ELEMENTARY SCHOOL DISTRICT 1800 SOLAR DR 3RD FL OXNARD, CA 93030-2655 (805) 485-3111 **VALS Delivery** 

		****	Quantity	Subtotal
Chromebook 11 3100 2-in-1 Estimated delivery if purchased today: Aug. 16, 2021		\$293.65	600	\$176,190.00
Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3100 2-in-1	210-ARJM	-	600	-
Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	338-BUUL	-	600	-
4GB 2400MHz LPDDR4 Non-ECC	370-ADZI	-	600	-
32GB eMMC Hard Drive	400-AWCZ	-	600	-
11.6" HD 1366 x 768 WVA 16:9 Touch with Corning(R) Gorilla(R) Glass NBT, Camera & Microphone	391-BDYD	-	600	-
Internal English Keyboard	580-AHSS	-	600	-
No Mouse	570-AADK	-	600	-
Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEVK	-	600	-
Primary 3-Cell 42WHr Battery	451-BCNK	-	600	-
65W Type-C Epeat Adapter	492-BCXP	-	600	-
JS Power Cord	537-BBBL	-	600	-
Palmrest with World Facing Camera	346-BEVK	-	600	-
Quick Start Guide	340-CKWI	-	600	-
No Carrying Case	460-BBEX	-	600	-
Chrome Education FGA	800-BBTT	-	600	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	600	-
Fixed Hardware Configuration	998-EWES	-	600	-
abel 0X22	389-DPUH	-	600	-
System Shipment, Chromebook 3100 2-in-1	340-CKYJ	-	600	-
ntel(R) Label	389-BHZJ	-	600	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	600	-
EAN label	389-BKKL	-	600	-
No UPC Label	389-BCGW	-	600	-
Not Included	631-ABBH	•	600	-
Touch LCD Cover	320-BCUB	-	600	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	823-5371	-	600	-
Dell Limited Hardware Warranty Initial Year	823-5386	-	600	-

			Subtotal:	\$195,432.00
			01-41-1-	\$40E 422.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS)	AB543620	-	600	-
Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE (NO RESELLERS) Estimated delivery if purchased today: Aug. 31, 2021 Contract # C000000006563 Customer Agreement # Dell Standard Terms and Conditions	)	\$32.07	600	\$19,242.00
			Quantity	Subtotal
Configuration Services Liftgate Plus Inside Delivery Notice	381-5298	-	600	-
CFI,Complete Destination Bundle,Latitude	368-2306	-	600	-
Configuration Services-Chromebook Bundle Enrollment,Report,Asset Tag, Liftgate Not Included	366-0469	•	600	-

# **Important Notes**

#### **Terms of Sale**

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax\_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the enduser and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

#### ^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

9.9



## **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.9 Approval of 79% stipend for the month of July for confidential employees

Access Public

Type Action

Preferred Date Aug 18, 2021

Fiscal Impact Yes

Dollar Amount 28,073.00

Budgeted Yes

Budget Source COVID Funds

Recommended Action District recommends approval of the 79% stipend for confidential employees.

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

collaborative, creative and critical thinkers.

#### **Public Content**

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Just like CSEA employees, confidential employees were significantly impacted by the summer programs. Confidential employees went above and beyond to ensure that all summer requisitions were processed in a timely manner, hiring of more than 300 employees occurred and that there was smooth communication between families and district programs for enrollment, schedules, and field trips.

AB1200Conf081821.pdf (369 KB)

#### **Administrative Content**

# **Executive Content**

# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

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

School District:	Rio School District		-
Name of Bargaining Unit:	Unrepresented - Confidential		
The proposed agreement	covers the period:	Employee Type:	
Beginning:	July 1, 2021	Certificated:	
Ending:	June 30, 2022	Classified:	Х
The proposed agreement	will be acted upon by the Governing Board		
at its meeting on:	August 18, 2021		

### A. Proposed Change in Compensation:

		T			iscal Impa	ct of Proposed Agreement			
		Cost Prior		Cost Prior		For Multi-yea		ar Agreements	
		To	Proposed	Cu	rrent Year	,	Year 2		ear 3
	Compensation	A	greement		2020-21	_ 2	2021-22	20	22-23
1.	Salary Schedule - Increase/(Decrease)	\$	348,473	\$		\$	21		0/
		₩		_	%	_	%		%
2.	Step and Column - Increase/(Decrease) due to	1		\$		\$		\$	
Z.	movement plus any changes due to settlement.	1		۳	%	Ψ	%	Ψ	%
-	movement plus any changes due to settlement.	+			70	_	,,,		
3.	Other Compensation - Increase/(Decrease)			\$	20,984	\$		\$	
٠.	(Stipends, Bonuses, Etc)				6.02%		%		%
		Т							
4.	Statutory Benefits - Increase/(Decrease) in	\$	123,339	\$	7,089	\$		\$	
	STRS, PERS, FICA, WC, UI, Medicare, etc.	_		_	5.75%	_	%		%
_	5. Health/Welfare Benefits - Increase/(Decrease)	L.	07.070	L.		œ.		\$	
5.		\$	87,673	12	%	\$	%	<del>p</del>	%
-		+		-	/0	-	/0	_	
6.	Total Compensation - Increase/(Decrease)	s	559,485	s	28,073	\$		\$	
١٠.	(Total Lines 1-5)	-	000,100	۳	5.02%	_	%	Ť	%
$\vdash$	(Total Enter 1 of	$\top$		$\vdash$					
7.	Total Number (FTE) of Represented Employees	#	5	#	5	#		#	
		1.							
8.	Total Compensation Cost for Average Employee	\$	111,897	\$	5,615	\$	0/	\$	0/
	Increase/(Decrease) (Line 6/Line 7)	+			5.02%	_	%		%
	Continue of Tanaharia Salam /Evoluting Bonofits						1		
9a.	Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate	\$		\$		\$		s	
		-		۳	%	_	%	*	%
	-Maximum Daily Rate	\$		\$		\$		\$	
					%		%		%
	-Substitute Daily Rate	\$		\$		\$		\$	
					%		%	_	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$		\$		\$		\$	
	DIALIC AND HIGH DATE	-		0		\$		\$	
	- District Cost Annual H&W Benefit amount per FTE	\$		\$		Φ		Φ	
	- Current Negotiated H&W Cap amount per FTE	\$		\$		\$		\$	
	- ourient regulated richt oap amount per i it	ΙΨ		14		<u> </u>			

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 confidental employees who worked in July.						

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.): 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.): D. What contingency language is included in the proposed agreement? (reopeners, etc.): E. Will this agreement create, increase, or decrease deficit financing in the current or future years? F. Source of Funding for the Proposed Agreement: 1. Current Year: The 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? 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):

Disclosure of Collective Bargaining Agreement							
School District:	Rio School District						

	(Col. 1) 21/22 Adopted Budget Public Hearing As of <u>6/30/2021</u>	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	55,146,315	0	0	55,146,315
Remaining Revenues (8100-8799)	16,530,517	0	0	16,530,517
TOTAL REVENUES	71,676,832	0	0	71,676,832
EXPENDITURES				
1000 Certificated Salaries	25,693,325			25,693,325
2000 Classified Salaries	9,613,793	20,984	183,245	9,818,022
3000 Employees' Benefits	16,337,436	7,089	61,901	16,406,426
4000 Books and Supplies	14,443,066	(28,073)	(245,146)	14,169,847
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
TOTAL EXPENDITURES	75,144,903	(0)	0	75,144,903
OPERATING SURPLUS (DEFICIT)	(3,468,071)	0	0	(3,468,071)
OTHER SOURCES AND TRANSFERS IN	281,305	0	0	281,305
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(3,186,766)	0	0	(3,186,766)
BEGINNING BALANCE	10,143,580	0	0	10,143,580
CURRENT YEAR ENDING BALANCE	6,956,814	0	0	6,956,814
COMPONENTS OF ENDING BALANCE				
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	0	0	3,564,425

<sup>\*</sup> 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: 2021. Column 3 shows the 12 Mo. Classified 79% paid July 30, 202	Column 2 Iniciudes Unrepresented Confidential 79% increase based on June
2021. Column 3 snows the 12 Mo. Classified 79% paid July 30, 202	
-	

Disclosure of Collective Bargaining Agreement School District: Rio School District

**Multi-Year Projections** 

	N	Multi-Year Projections	
	(Col. 1) 2021-22 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2022-23	(Col. 3) Budget Year 2 2023-24
REVENUES			
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
TOTAL REVENUES	71,676,832	63,134,898	63,292,560
EXPENDITURES			
1000 Certificated Salaries	25,693,325	26,078,725	26,469,906
2000 Classified Salaries	9,818,022	9,758,000	9,904,370
3000 Employees' Benefits	16,406,426	17,563,348	18,635,446
4000 Books and Supplies	14,169,847	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
TOTAL EXPENDITURES	75,144,903	64,788,411	66,070,238
OPERATING SURPLUS (DEFICIT)	(3,468,071)	(1,653,513)	(2,777,678
OTHER SOURCES AND TRANSFERS IN	281,305	107,088	109,229
OTHER USES AND TRANSFERS OUT	0		
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(3,186,766)	(1,546,425)	(2,668,449
BEGINNING BALANCE	10,143,580	6,956,814	5,410,389
CURRENT YEAR ENDING BALANCE	6,956,814	5,410,389	2,741,940
COMPONENTS OF ENDING BALANCE			
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

	closure of Collective Bargaining Agreement ool District: Rio School District						
G.	Impact of Proposed Agreement on Current Year Unrestricted Res	serves					
			(	amounts from page 4)			
	1. State Reserve Standard		2021-22	2022-23	2023-24		
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of P	roposed Agreement) \$	75,144,903	\$ 64,788,411	66,070,238		
b.	State Standard Minimum Reserve Percentage for this District		3%	3 3% 3	3%		
c.	State Standard Minimum Reserve Amount for this District	\$	2,254,347	\$ 1,943,652	1,982,107		
	(Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA	)					
	2. Budgeted <u>Unrestricted</u> Reserve (After Impact of Proposed Agr	eement)	2021-22	2022-23	2023-24		
a.	General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Unce	ertainties \$	2,254,347	\$ 1,943,652	1,982,107		
b.	General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	3,564,425	\$ 2,708,295	1,391		
c.	Special Reserve Fund (17) Budgeted Reserve for Economic Unce	rtainties \$	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		
н.	3. Do Unrestricted reserves meet the state standard minimum reserve amount?  X Yes  No  No						
_	The information provided in this document s	ummarizes the financial impli	cations of the propo	sed agreement			
	and is submitted to the Governing Board	for public disclosure of the ma e requirements of AB1200 and	ajor provisions in th	e agreement			
	We hereby certify that the costs incurred by the school district	t under this agreement can be	met by the district	during the term of the	agreement.		
	District Superintendent Printed (Signature)	Name		Date			
	District Chief Business Official Printed (Signature)	Name	(24	Date			



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 9. Discussion/Action

Subject 9.10 Approval of the Formation of a Citizen's Advisory Committee and Approval of Board Policy

7310 Naming of Facilities

Access Public

Type Action

Recommended Action Staff recommends approval of the revised BP 7310 Naming of a Facility and recommendations

of the Governing Board to create a Citizens Advisory Committee

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

partnerships to support student learning.

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

to their school

#### **Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

The Rio community recently showed interest in renaming a district gymnasium in memoriam of a former district superintendent. In accordance with BP 7310 Naming of a Facility, one of the requirements is the formation of a Citizen Advisory Committee. Dr. Puglisi is recommending a committee of 10 members to include one district administrator, one board member, 1 school site administrator, 1 RTA representative, 1 CSEA representative and 5 diverse community members.

Staff is also recommending the approval of BP 7310 Facilities-Naming of a Facility.

S55C-0i21080914220.pdf (86 KB)

#### **Administrative Content**

#### **Executive Content**

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## CSBA Sample | BP 7310 Facilities

# **Naming Of Facility**

Note: The following optional policy may be revised to reflect district criteria for naming new and existing school facilities.

The Governing Board shall name district schools and other district-owned or leased buildings, grounds, and facilities in recognition of:

- 1. Individuals, living or deceased, and entities that have made outstanding contributions, including financial contributions, to the school community
- 2. Individuals, living or deceased, who have made contributions of statewide, 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)

Any name adopted for any new school shall not be so similar to the name of any existing district school as to result in confusion to members of the community.

Before adopting any proposed name, the Board shall hold a public hearing at which members of the public will be given an opportunity to provide input.

(cf. 9320 - Meetings and Notices)

When naming or renaming a district school, building, or facility, the Board may specify the duration for which the name shall be in effect.

#### Memorials

Upon request, the Board shall consider planting commemorative trees, erecting monuments, or dedicating buildings, parts of buildings, athletic fields, gardens, or other district facilities, in memory of deceased students, staff members, community members, and benefactors of the district.

# Naming Rights

The Board may grant to any person or entity the right to name any district building or facility. In doing so, the Board shall enter into a written agreement which shall:

- 1. Specify the benefits to the district from entering into the agreement
- 2. State the roles and responsibilities of the parties to the agreement, including whether or not the Board shall retain the power to approve any proposed name
- 3. Provide details related to the naming right granted, including the building, grounds, or facility involved and the duration for which the name shall be in effect
- 4. Prohibit any message, image, or other depiction that advocates or endorses the use of drugs, tobacco, or alcohol, encourages unlawful discrimination against any person or group, or promotes the use of violence or the

violation of any law or district policy

(cf. 0410 - Nondiscrimination in District Programs/Activities)

(cf. 1325 - Advertising/Promotions)

(cf. 3290 - Gifts, Grants and Bequests)

5. Reserve the authority to terminate the naming right if it determines that the grantee, subsequent to receiving the naming right, has engaged in any of the prohibited acts stated in item #4 above or other criminal or unlawful acts that might bring the district into disrepute

Legal Reference:

**EDUCATION CODE** 

35160 Authority of governing boards

(2/86 2/96) 7/11

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Aug 18, 2021 - RSD Regular Board Meeting

Category

10. Consent

Subject

10.1 Approval of the Consent Agenda

Access

Public

Type

Action (Consent)

#### **Public Content**

Speaker:

Rationale:

## **Administrative Content**

#### **Executive Content**

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



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.2 Approval of the August Personnel Report

Access Public

Type Action (Consent)

Preferred Date Aug 18, 2021

Fiscal Impact No

Recommended Action It is recommended that the board take action to approve the August 18, 2021 Personnel

Report as presented.

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

collaborative, creative and critical thinkers.

#### **Public Content**

Speaker: Rebecca Rocha

Rationale:

PERS Report - August 18, 2021.pdf (68 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 August 18, 2021

### **Certificated Personnel Report**

#### **Certificated Resignation:**

Lalor, Carrie, 4th grade teacher, Rio del Sol, (1.0 FTE) effective 06/23/2021 Villa, Carolina, School Counselor, Rio Lindo, (1.0 FTE) effective 07/09/2021 Napoles, Jorge, School Counselor, Rio Vista, (1.0 FTE) effective 07/20/2021 Peters, Kaitlin, 5th grade teacher, Rio del Mar, (1.0 FTE) effective 07/19/2021 Montano, Elizabeth, Middle school Social Studies teacher, Rio del Valle, (1.0) effective 06/29/2021

#### **Certificated Voluntary Transfer:**

O'Toole, Jennifer, Middle school English Language Arts teacher, 1.0 at RDV to 1.0 at RV effective 21/22 school year

# **Certificated Ratification of Employment:**

Strasswyk, Christina, Resource Teacher, Rio del Sol, (.50 FTE), Rio Real (0.50 FTE) effective 08/18/2021 Scott, Amanda, Preschool SDC Teacher, Rio Plaza, (1.0 FTE), effective 08/18/2021 Millan, Yajaira, Special Education Teacher Mild/Moderate,, Rio del Valle, effective 08/18/2021 Serrato, Bertina, 1st/2nd SDC Teacher, Rio Plaza, (1.0 FTE), effective 08/18/2021 Mondragon, Deyvonne, TK/Kindergarten SDC Teacher, Rio Plaza, (1.0 FTE), effective 08/18/2021 Gutierrez, Christina, Special Education Teacher Mild/Moderate, Rio Vista, (1.0 FTE), effective 08/18/2021 Cogswell, Anna, Preschool SDC Teacher, Rio Rosales, (1.0 FTE), effective 08/18/2021 Politi, Paige, Resource Teacher, Rio del Sol, (1.0 FTE), effective 08/18/2021 Minichello, Elise, Middle school Science Teacher, Rio del Valle, (1.0 FTE), effective 08/18/2021 Sepulveda, Daniel, Middle school Physical Education Teacher, Rio del Sol, (0.50 FTE), effective 08/18/2021 Mendez, Maria, Dual Immersion Tk Teacher, Rio Plaza, (1.0 FTE), effective 08/18/2021 Carpenter, Tyler, 7th Grade Teacher, Rio del Sol, (1.0 FTE), effective 08/18/2021 Beckman, Janelle, Speech and Language Preschool, District Office, (1.0 FTE), effective 08/18/2021 Murillo, Vanessa, 5th Grade Teacher, Rio del Sol, (1.0 FTE), effective 08/18/2021 Ransom, Ann, TOSA Science/ELD, District, (1.0 FTE), effective 08/18/2021

### **Certificated Management Ratification of Employment:**

Betzel, Kayce, Assistant Principal, Rio del Valle, (1.0 FTE), effective 08/05/2021 Pimentel, Leslie, Principal, Rio del Norte, (1.0 FTE), effective 21/22 school year Emery, Ryan, Principal, Rio del Sol, (1.0 FTE), effective 21/22 school year

### **Classified Personnel Report**

### **Classified Leave of Absence:**

Valdivia, Arlene, Leave of Absence from Food Service Worker I, (2.5)hrs & (3)hrs, Rio Real, effective 8/25/21 - 2/28/22

#### **Classified Promotion:**

Astorga Garcia, Estela, from Clerk Typist I, .50 FTE. District Office to Account Clerk I/ASB, .50 FTE, District Office, effective 8/2/2021

Mora, Lorena, from Food Service Worker I, (3)hrs, Rio Del Sol to Food Service Worker I, (4)hrs, Rio Del Sol, effective 8/25/21 Solorzano, Maria, from Campus Supervision Assistant, (4.75)hrs, Rio Lindo, to Campus Supervision Assistant, (5.33)hrs, Rio Lindo, effective 8/25/21

#### **Classified Ratification:**

Maiti, Sarika, Occupational Therapist, (1.0) FTE, District Office, effective 8/2/21

# **Classified Retirement:**

Kitazumi, Fumiko, Food Service Worker II, (5.5) hours, Rio Del Valle

# **Classified Voluntary Transfer:**

Del Toro, Adriana, from Food Service Worker I, (3)hrs, Rio Plaza to Campus Supervision Assistant, (5.75)hrs, Rio Del Sol, effective 8/25/21

Flores, Xochitl, Food Service Worker II, (5.5)hrs, Rio Lindo, to Food Service Worker II, (5.5)hrs, Rio Del Valle, effective 8/25/21



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.3 Approval of the Minutes of the Special Board Meeting of June 29, 2021

Access Public

Type Action (Consent), Minutes

Minutes View Minutes for Jun 29, 2021 - Rio School District Special Board Meeting

#### **Public Content**

Speaker:

Rationale:

MinSpec062921.pdf (46 KB)

#### **Administrative Content**

### **Executive Content**

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



Rio School District
Minutes
Special Board Meeting
June 29, 2021
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Closed Session: 5:00 p.m.

Members present: President Bautista, Trustee Torres, Armas, and Anderson. Trustee Edith Martinez-Cortes was absent.

# 1. Preliminary Business

1.1 Call to Order-5:00 p.m

President Bautista called the meeting to order at 5:02 p.m.

# 1.2 Pledge of Allegiance

President Bautista requested Carlo Godoy lead the flag salute.

#### 1.3 Roll Call

Trustee Torres called the roll; Trustee Martinez-Cortez was absent.

# 2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no modifications to the agenda.

### 2.2 Approval of the Agenda

Motion by Linda Armas, 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 clos	sed session at 5.04 p.m.	
5. Open Session President Bautista reconvened the meeting into cl report out of closed session.	osed session at 5:44 p.m.	There was no
6.1 Adjournment		
President Bautista adjourned the meeting at 5:44	p.m.	
Approved on this 18th day of August, 2021.		
John Puglisi, Ph.D., Secretary	Date	

Date

4. Closed Session

Eleanor Torres, Clerk of the Board

8/10/2021 BoardDocs® Pro



# **Agenda Item Details**

Meeting	Aug 18, 2021 - RSD Regular Board Meeting
	10.0

Category 10. Consent

Subject 10.4 Approval of the Minutes of the Regular Board Meeting of June 30, 2021

Access Public

Type

Dublic	Content
Public	Content

Speaker:

Rationale:

### **Administrative Content**

### **Executive Content**



Rio School District
Minutes
Regular Board Meeting
June 30, 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, Linda Armas, Cassandra Bautista, Kristine Anderson

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

1.1 Pledge of Allegiance President Bautista led the flag salute.

#### 1.2 Call to Order

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

#### 1.3 Roll Call

Trustee Torres called the roll; Trustee Martinez-Cortes was absent.

#### 2. Approval of the Agenda

#### 2.1 Agenda Correction, Additions, Modifications

President Bautista tabled items 6.1 Recognition of the MESA Coordinator of the Year and Item 9.14 Replacement and Upgrade of Kinder Student Devices; Trustee Torres pulled item 10.19 Approval of the Superintendent to receive and approve the lowest responsive bids for the Sports Field Complex, Phase I at Rio del Valle for discussion and action; President Bautista also pulled Item 10.13 Approval of the Renewal of Story Maker 3D Animation Software Site Licenses and Support for 2021-2022. Trustee Armas also tabled items 9.10 thru 9.13 to the next meeting.

# 2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

President Bautista motioned to revise the agenda and move Item 9.15 Discussion of Board Policy 7310 Naming of a Facility to the first item on the Discussion/Action items.

Motion by Cassandra Bautista, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

#### 3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all. There were no comments on closed session items.

President Bautista adjourned the meeting into closed session at 5:06 p.m.

#### 4. Closed Session

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.

5.1 Report of Closed Session

President Bautista reconvened the meeting at 6:40 p.m.

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

By a vote of 4-0, the Governing Board approved the appointment of Nadia Villapudua the Director of Pupil Personnel Services.

President Bautista moved to revise the agenda. Item 9.15 Discussion of Board Policy 7310 Naming of a Facility will be moved to the first item on the Discussion/Action Items.

#### 6. Recognition

6.1 MESA Coordinator of the Year

This item was tabled to the next regularly scheduled meeting.

#### 7. Communications

7.1 Acknowledgement of Correspondence to the Board

Trustee Armas relayed some emails that were sent to her. President Bautista and Torres also relayed some messages that were sent to them.

#### 7.2 Board Member Reports

There were no board member reports.

## 7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President.

#### 7.4 Superintendent Report

Superintendent Puglisi reported information regarding the summer programs and also the reopening of the 2021/2022 school year.

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 falls 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.

Public comments were heard from Mary Walzer, Dan Pinedo, Edith Roberts and Debbie Rambadt.

#### 8. Information

#### 8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, reported on summer construction projects and a master facility timeline.

# 8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, reported on the following:

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

#### 9. Discussion/Action

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 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." as amended.

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

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

Staff recommends approval 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

as amended, the Project is only approved for purposes of the acquisition, and not programming or related implementation, which will be subject to further Board review and approval as appropriate and at a later scheduled date

Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

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

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

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

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

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

It is recommended that the board take action and approve the agreement as presented and agreed to by RSD and CSEA negotiating teams.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

9.6 Ratification of the Rio School District and California School Employee's Association Memorandum of Understanding-Extended Learning Opportunities Grant It is recommended that the board take action to approve the MOU as presented and agreed upon by RSD and CSEA negotiating teams.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Linda Armas, Cassandra Bautista, Kristine Anderson

Abstain: Eleanor Torres

9.7 Approval of the Salary Increase for Unrepresented Employee Groups FY 2020/2021 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 with an additional 1% for the administrators that did not receive the bonus of 1% in the 2019/2020 school year.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

9.8 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 Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Fails

Yes: Linda Armas, Kristine Anderson No: Eleanor Torres, Cassandra Bautista 9.9 Approval of the CTE Introduction to Arts, Media and Entertainment - Course Description

Staff recommends approval of the CTE Introduction to Arts, Media and Entertainment Course Description

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Motion by Eleanor Torres, second by Cassandra Bautista.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Cassandra Bautista, Kristine Anderson

Not Present at Vote: Linda Armas

- 9.10 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2021/2022 This item was tabled.
- 9.11 Approval of Contract Renewal with Steve Sunnarborg FY 2021/2022 This item was tabled.
- 9.12 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2021/2022

This item was tabled.

- 9.13 Approval of the Contract Renewal with Learning Priority Software, Inc. FY 21/22 This item was tabled.
- 9.14 Replacement and upgrade of Kinder student devices This item was tabled.
- 9.15 Discussion of Board Policy 7310 Naming of a Facility
  This item was discussed at the beginning of the Discussion/Action items.

Superintendent Puglisi opened the discussion regarding the naming of a facility after a former Superintendent.

Trustee Torres would like to move forward. Trustees' expressed their comments and concerns regarding the process. Discussion followed.

9.16 Approval of the Local Control Accountability Plan (LCAP) Staff recommends approval of the Local Control Accountability Plan as presented.

Motion by Cassandra Bautista, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Linda Armas, Cassandra Bautista, Kristine Anderson

Not Present at Vote: Eleanor Torres

9.17 Adopted Budget for 2021/2022 Staff recommends approval of the Adopted Budget for 2021/2022

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Casandra Bautista, Kristine Anderson

#### 10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Cassandra Bautista, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

- 10.2 Approval of the Minutes 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 Approval of agreement with School Services of California for consulting services for 2021/2022
- 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

Staff recommends renewing the Story Maker site licenses (8 sites) and support contract.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

- 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 Indigena Organization Project Contract 2021/2022
- 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.

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.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Casandra Bautista, Kristine Anderson

- 10.20 Approval to declare and sell obsolete E-waste Devices Resolution: Staff recommends approval of the obsoletion and selling of the listed 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	11.	Orga:	nizatio	nal B	usiness
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11.1 Future Items for Discussion

The Governing Board requested information for future discussion on Technology Plan and JD Updating Plan.

11.2 Future Meeting Dates: August 18, 2021

12. Adjournment 12.1 Adjournment

President Bautista adjourned the meeting at 10:03 p.m.

Approved on this 18th day of August, 2021	Approved	on	this	18th	day	of	August,	2021.
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John Puglisi, Ph.D., Secretary	Date
Eleanor Torres, Clerk of the Board	Date

10.5

8/10/2021 BoardDocs® Pro



Meeting	Aug	18,	2021 -	RSD	Regular	Board	Meeting

Category 10. Consent

Subject 10.5 Approval of the Minutes of the Special Board Meeting of August 4, 2021

Access Public

Type Minutes

		nte	

Speaker:

Rationale:

#### **Administrative Content**

## **Executive Content**



Rio School District
Minutes
Special Board Meeting
August 4, 2021
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Closed Session 4:00 p.m. Open Session: 5:00 p.m.

#### Members present

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

#### 1. Preliminary Business

1.1 Pledge of Allegiance

Trustee Torres called the meeting to order at 4:00 p.m.

Trustee Torres led the Pledge of Allegiance.

1.2 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, additions or modifications to the agenda.

#### 2.2 Approval of the Agenda

Staff recommends approval of the agenda as presented.

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson

Not Present at Vote: Edith Martinez-Cortes

## 3. Public Comment -Closed Session

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

There were no public comments on closed session items.

The Governing Board adjourned into closed session at 4:05 p.m.

## 4. Closed Session

- 4.1 Public Employee Appointment [Government Code 54957] Title: Assistant Principal
- 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2021/2022
- 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

# 5. Open Session 5:00 pm

5.1 Reconvene Open Session/Closed Session Report

Trustee Torres reconvened the meeting into open session at 5:18 p.m.

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

By a vote of 5-0, the Governing Board approved Kayce Betzel as Assistant Principal at Rio del Valle Middle School.

5.2 Public Comment Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. 1. Special Board Meeting - A member of the public may address the Governing Board on any item(s) on the agenda. (Each person speaking may not exceed a total of three minutes on each item). The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

#### 6. Information/Action

6.1 Approval of 2021-2022 Bell Schedules Staff recommends approval of the 2021/2022 Bell Schedules with amendments.

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

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

6.2 Approval of Board Policy and Administrative Regulation 6158 Independent Study District is recommending approval of the new CSBA recommended board policy and administrative regulations regarding AB130 (Independent Study.)

Motion by Linda Armas, second by Kristine Anderson.

Final Resolution: Motion Carries

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

6.3 Approval of MOU with RTA regarding Independent Study Agreement pending ratification by unit members Staff is recommending approval of the MOU pending ratification by the union. Motion by Linda Armas, second by Edith Martinez-Cortes. Final Resolution: Motion Carries Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson 6.4 Approval of updated salary schedules Staff recommends approval, with Option B for the Certificated Management Schedule. Motion by Linda Armas, second by Kristine Anderson. Final Resolution: Motion Carries Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson 7. Adjournment 7.1 Adjournment President Bautista adjourned the meeting at 5:31 p.m.

Date

Date

Approved on this 18th day of August, 2021.

John Puglisi, Ph.D., Secretary

Eleanor Torres, Clerk of the Board

10.6



#### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.6 Ratification of the Commercial Warrant for June 18, 2021 through August 5, 2021.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 6,351,440.92

Budgeted Yes

Budget Source Various Funds as listed below.

Recommended Action 
It is recommended that the Commercial Warrant be approved for the period June 18, 2021

through August 5, 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 \$6,351,440.92 which includes processing payments for all funds of the District in the following amounts for the period June 18, 2021 through August 5, 2021.

Fund 010	General Fund	\$4,254,493.40
Fund 130	Cafeteria Fund	\$426,787.60
Fund 212	Building Fund Measure L	\$1,297,001.86
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$93,146.46
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$164,875.81
Fund 490	Capital Projects Fund for Blen	\$115,902.18

Total: \$6,351,440.92

Monthly Board Report of Checks 6-18 to 8-5-21.pdf (3,997 KB)

#### **Administrative Content**

BoardDocs® Pro

#### **Executive Content**

8/10/2021

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.

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
1009088604	07/30/2021	Amy Hinchliff-Wilber	Cancelled		2,653.97
009041338	07/06/2021	KBZ Architects	Reissued		2,219.00
Cancel Reissue	1 1	2,653.97 Total Number of Checks 2,219.00	2	.00	
5009041101	06/21/2021	Gutierrez, Rosaizela M	010	160.20	
5009041102	06/21/2021	Barragan, Veronica	010	61.39	
5009041103	06/21/2021	Abundance Internet Inc.	010	11,735.90	
5009041104	06/21/2021	AT&T	010	4,327.40	
5009041105	06/21/2021	AT&T	010	2,250.20	
5009041106	06/21/2021	AT&T	010	237.35	
5009041107	06/21/2021	California American Water	010	319.84	
5009041109	06/21/2021	CITY OF OXNARD	010	18,379.46	
5009041110	06/21/2021	CULLIGAN WATER	010	277.25	
5009041111	06/21/2021	EBS HEALTHCARE	010	6,800.00	
5009041112	06/21/2021	SOUTHERN CALIF. EDISON	010	44,556.80	
5009041113	06/21/2021	Frontier Communications	010	116.47	
5009041114	06/21/2021	THE GAS COMPANY	010	3,687.01	
5009041116	06/21/2021	John Tracy Center	010	850.00	
5009041118	06/21/2021	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	9,586.10	
5009041120	06/21/2021	Refrigeration Supp Distrib.	010	368.94	
5009041121	06/21/2021	TIME WARNER CABLE	010	2,007.41	
5009041122	06/21/2021	T-Mobile	010	175.68	
5009041123	06/21/2021	UNITED WATER CONSERVATION DIST	010	3,158.75	
5009041124	06/21/2021	Ventura County Office of Education Business	010	540.00	
5009041125	06/21/2021	Ventura County Office of Education Business	010	1,080.00	
5009041126	06/21/2021	VERIZON WIRELESS	010	1,084.50	
5009041127	06/22/2021	Maria, Julie E	010	1,235.44	
5009041128	06/22/2021	Ceron, Jocelin R	010	70.56	
5009041129	06/22/2021	ACSA	010	349.00	
5009041131	06/22/2021	AMAZON.COM CORPORATE CREDIT	010	63,468.31	
5009041132	06/22/2021	Aswell Trophy	010	2,055.54	
5009041133	06/22/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	69.00	
5009041134	06/22/2021	AWSI	010	1,584.00	
5009041135	06/22/2021	BARON INDUSTRIES	010	86.13	
5009041136	06/22/2021	COGGS TIRE SERVICE	010	128.62	
5009041137	06/22/2021	Education Week	010	40.00	
5009041138	06/22/2021	Ewing Irrigation Products Inc	010	228.00	
5009041139	06/22/2021	House Sanitary Supply	010	25.83	
5009041140	06/22/2021	Image Source	010	393.07	
5009041141	06/22/2021	Nee Quaison Sackey	010	1,100.00	
5009041143	06/22/2021	Pacific Equipment	010	71.12	
5009041146	06/22/2021	TAFT ELECTRIC	010	3,110.05	

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041147	06/23/2021	ARC	010	311.38	
5009041150	06/23/2021	Assistance League School	010	6,900.00	
5009041151	06/23/2021	Aswell Trophy	010	982.48	
5009041152	06/23/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	158.00	
5009041153	06/23/2021	CASH	010	591.00	
5009041154	06/23/2021	Stephen Clark	010	600.00	
5009041156	06/23/2021	Coastal Enterprises	010	1,349.78	
5009041160	06/23/2021	William Venegas Hip Hop Mindset	010	18,196.05	
5009041162	06/23/2021	LA Custom Craft	010	2,642.64	
009041163	06/23/2021	Lynne M Slidders	010	225.00	
5009041164	06/23/2021	Maxim Healthcare Staffing	010	22,112.64	
5009041165	06/23/2021	NAESP	010	280.00	
5009041166	06/23/2021	OTC BRANDS, INC.	010	242.67	
5009041169	06/23/2021	PARTY TOWN JUMPS	010	592.00	
5009041171	06/23/2021	TeacherFit, LLC	010	2,220.00	
5009041173	06/23/2021	The Stepping stones Group, LLC	010	2,700.00	
5009041175	06/23/2021	Ventura County Office of Education Business	010	325.00	
009041177	06/24/2021	Terrazas, Stefanie R	010	78.00	
0000041178	06/24/2021	Navarro, Kathy R	010	300.00	
009041179	06/24/2021	Morales Bravo, Brenda	010	370.46	
5009041180	06/24/2021	Raymond, Kirk L	010	80.70	
5009041181	06/24/2021	Romp, Savannah G	010	300.00	
009041182	06/24/2021	Rodriguez, Mayra Guadalupe Z	010	317.79	
	06/24/2021	Gray, Ethan T	010	483.41	
5009041183			010	300.00	
5009041184	06/24/2021	Espinoza, Omar			
5009041185	06/24/2021	AMAZON CAPITAL SERVICES	010	8,753.58	
5009041189	06/24/2021	HOME DEPOT CREDIT SERVICES	010	5,966.52	
009041190	06/24/2021	Lawyers Title	010	20,000.00	
5009041192	06/24/2021	-	010	6,062.01	
5009041193	06/24/2021	Platinum tow & Transport	010	270.00	
5009041196	06/24/2021		010	1,057.50	
5009041197	06/24/2021		010	302.34	
5009041199	06/24/2021	Manuel M. Munoz DBA VIDA NEWSPAPER	010	1,250.00	
5009041200	06/28/2021	AMAZON CAPITAL SERVICES	010	19,129.31	
5009041201	06/28/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	169.00	
5009041202	06/28/2021	THE BOOKWORM	010	1,546.72	
5009041203	06/28/2021	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010	61,866.32	
009041204	06/28/2021	C & M AUTO TRUCK ELECTRIC	010	801.84	
009041205	06/28/2021	California Sport Design	010	3,161.33	
009041206	06/28/2021	CASBO	010	3,500.00	
009041207	06/28/2021	CITY OF OXNARD	010	4,753.94	

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5009041208 5009041210			Fund	Amount	Amount
009041210	06/28/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010	110.00	
	06/28/2021	E J Harrison & Sons	010	8,125.01	
009041211	06/28/2021	EBS HEALTHCARE	010	26,860.00	
009041212	06/28/2021	FOLLETT SCHOOL SOLUTIONS, INC.	010	6,563.21	
009041213	06/28/2021	Frontier Communications	010	538.63	
009041214	06/28/2021	THE GAS COMPANY	010	2,342.56	
009041215	06/28/2021	Luis Gerardo Guillen	010	3,580.00	
009041216	06/28/2021	Grainger	010	470.99	
009041217	06/28/2021	Hissho, Inc	010	2,400.00	
009041218	06/28/2021	KAESER LAW FIRM	010	3,000.00	
009041219	06/28/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	2,174.01	
009041221	06/28/2021	Marcus Lopez	010	300.00	
009041222	06/28/2021	Mark It Place	010	912.70	
009041223	06/28/2021	Maxim Healthcare Staffing	010	10,382.40	
009041224	06/28/2021	MJP COMPUTERS	010	247,872.54	
009041225	06/28/2021	Lisa Kelly dba Murals by Lisa Kelly	010	3,950.00	
009041226	06/28/2021	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010	23.76	
009041227	06/28/2021	OFFICE DEPOT	010	26,227.79	
009041228	06/28/2021	PacyWorks Studio School visit Programs	010	1,100.00	
009041229	06/28/2021	PARADIGM HEALTHCARE SERVICES	010	532.73	
009041230	06/28/2021	PERMA BOUND	010	3,641.27	
009041231	06/28/2021	Pioneer Chemical Co	010	10,460.67	
009041233	06/28/2021	SC FUELS	010	2,523.51	
009041234	06/28/2021	SERVICE PRO-FIRE PROTECTION	010	2,340.00	
009041235	06/28/2021	Southwest School & Office Supply	010	8,197.18	
009041236	06/28/2021	STAR of CA, LLC	010	2,655.59	
009041237	06/28/2021	Steve Sunnarborg	010	900.00	
009041240	06/28/2021	Traffic Technologies, LLC	010	75.38	
009041242	06/28/2021	Ventura County Office of Education Business	010	293,364.00	
009041243	06/28/2021	Ventura County Office of Education Business	010	27,194.00	
009041244	06/28/2021	Ventura County Office of Education Business	010	160.00	
009041245	06/28/2021	Ventura County Office of Education Business	010	1,173.33	
009041246	06/28/2021	Ventura County Star	010	1,120.26	
009041247	06/28/2021	Broadview Networks	010	7,602.53	
009041248	06/28/2021	XEROX CORPORATION	010	5,171.71	
009041249	06/30/2021	360 Degree Customer Inc.	010	12,144.80	
009041250	06/30/2021	Aswell Trophy	010	122.36	
009041251	06/30/2021	Casa Moda (attn: Blanca)	010	743.24	
009041252	06/30/2021	Ralph D' Oliveira	010	3,000.00	

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041253	06/30/2021	EBS HEALTHCARE	010	6,120.00	
009041254	06/30/2021	Jostens	010	39.97	
009041255	06/30/2021	Maxim Healthcare Staffing	010	17,731.20	
5009041256	06/30/2021	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010	589.95	
5009041257	06/30/2021	Nutritower	010	1,024.94	
5009041259	06/30/2021	Tax Deferred Services Corporate Office Suite 209	010	92,150.00	
5009041260	06/30/2021	U.S. Bank Corporate Payment Systems	010	8,757.34	
5009041261	06/30/2021	Tammy Van Fleet, PHD, BCBAD	010	450.00	
5009041262	07/06/2021	Mattson, Karen	010	44.00	
5009041263	07/06/2021	Coronado, Jacqueline S	010	925.84	
5009041264	07/06/2021	Vasquez, Carmen	010	99.97	
5009041265	07/06/2021	Mosqueda, Margarita	010	89.59	
5009041266	07/06/2021	Mendez, Adeline	010	428.45	
5009041267	07/06/2021	Jimenez, Sarahi	010	29.90	
5009041268	07/06/2021	Amparan, Naomi A	010	131.10	
5009041269	07/06/2021	Morales Bravo, Brenda	010	78.40	
5009041270	07/06/2021	King, Rebecca L	010	202.60	
5009041271	07/06/2021	Minnis, Krista J	010	13.86	
5009041272	07/06/2021	360 Degree Customer Inc.	010	137,756.20	
5009041272	07/06/2021	Gilbert Acosta	010	2,279.10	
5009041274	07/06/2021	Maria Acosta	010	2,279.10	
5009041274	07/06/2021	Marylou Almilli	010	2,279.10	
5009041276	07/06/2021	SALLY ALVARADO	010	2,279.10	
5009041277	07/06/2021	BARBARA ALVIDREZ	010	2,279.10	
5009041277	07/06/2021	AMAZON CAPITAL SERVICES	010	6,985.04	
	07/06/2021	AMERICAN BUILDING COMFORT	010	269.69	
5009041279			010	2,500.00	
5009041280	07/06/2021	Amplified IT		2,300.00	
5009041281	07/06/2021	Maria Angeles	010	2,279.10	
5009041282	07/06/2021	Anthony Urban	010		
5009041283	07/06/2021	AssetGenie, Inc	010	2,427.75	
5009041284	07/06/2021		010	68.86	
5009041285	07/06/2021	AUTO CITY GLASS	010	1,140.46	
5009041287	07/06/2021	REBECCA BARBETTI	010	2,279.10	
5009041288	07/06/2021	Barnes & Noble Inc.	010	175.68	
5009041289	07/06/2021	BARON INDUSTRIES	010	204.10	
5009041291	07/06/2021	Sharon Bellman	010	2,279.10	
5009041292	07/06/2021	Maria Benitez	010	2,279.10	
5009041293	07/06/2021	Belinda Betancourt	010	2,279.10	
5009041294	07/06/2021	SHIRLEY BROWN	010	2,279.10	
5009041295	07/06/2021	Julie Burchmore	010	2,279.10	
5009041296	07/06/2021	California American Water	010	308.51	
5009041297	07/06/2021	Carmen Carrillo	010	2,279.10	
5009041298	07/06/2021	Jonathan Castillo	010	2,279.10	
5009041299	07/06/2021	C D W GOVERNMENT, INC.	010	24,581.25	

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Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041301	07/06/2021	CITY OF OXNARD	010	662.79	
009041302	07/06/2021	GAYLE COLEMAN	010	2,279.10	
009041303	07/06/2021	Teresa Blanche Contreras	010	2,279.10	
009041304	07/06/2021	John Cort	010	2,279.10	
009041305	07/06/2021	Arla B Crane	010	2,279.10	
009041306	07/06/2021	Kathleen Crowe	010	2,279.10	
009041307	07/06/2021	CALIFORNIA SCHOOL MANAGEMENT	010	3,150.00	
009041308	07/06/2021	CULLIGAN WATER	010	293.00	
009041310	07/06/2021	David Davidson	010	2,279.10	
009041311	07/06/2021	City Of Oxnard-City Treasurer	010	132.29	
009041313	07/06/2021	LaVerne Edgar	010	2,279.10	
009041314	07/06/2021	SOUTHERN CALIF. EDISON	010	10,431.37	
009041315	07/06/2021	Joanne Espinoza-Law	010	2,279.10	
009041316	07/06/2021	Catherine Espinoza	010	2,279.10	
009041317	07/06/2021	Ewing Irrigation Products Inc	010	131.07	
009041318	07/06/2021	Carolee Feltch	010	2,279.10	
009041319	07/06/2021	FERGUSON FACILITIES SUPPLY	010	136.13	
009041320	07/06/2021	FGL Environmental	010	84.00	
009041321	07/06/2021	Jeanne Foster	010	2,279.10	
009041322	07/06/2021	Franklin Covey	010	2,980.02	
009041323	07/06/2021	KATHLEEN FRANKLIN	010	2,279.10	
009041324	07/06/2021	Susanne Frank	010	2,279.10	
009041325	07/06/2021	Ruth Fraser	010	2,279.10	
009041326	07/06/2021	Frontier Communications	010	128.53	
009041327	07/06/2021	JARREL FULLER	010	2,279.10	
009041328	07/06/2021	Claudene Garmon	010	2,279.10	
009041329	07/06/2021	Geoff Godfrey	010	2,279.10	
009041330	07/06/2021	Maria L. Godinez	010	2,279.10	
009041331	07/06/2021	Helene Gollub	010	2,279.10	
009041332	07/06/2021	CAROLYN GRACE	010	2,279.10	
009041333	07/06/2021	Grainger	010	347.40	
009041334	07/06/2021	Susan Hamada	010	2,279.10	
009041335	07/06/2021	Milton R. Harrion	010	2,279.10	
009041336	07/06/2021	House Sanitary Supply	010	2,478.71	
009041339	07/06/2021	Harold Kennedy	010	2,279.10	
009041340	07/06/2021	Jo Ann Kennedy	010	2,279.10	
009041341	07/06/2021	Georgia Kerns	010	2,279.10	
009041342	07/06/2021	Kimball Midwest	010	4,759.35	
009041343	07/06/2021	LAURA KRALL	010	2,279.10	
009041344	07/06/2021	Meredith Kruger	010	2,279.10	
009041346	07/06/2021	Lawson Products	010	363.16	
009041346	07/06/2021	Christina Leonard	010	2,279.10	
009041347	07/06/2021	CONNIE LOMELI	010	2,279.10	
009041349	07/06/2021	BEN LUCE	010	2,279.10	
009041349	07/06/2021	Marcia Marino	010	2,279.10	

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Check	Check	Pay to the Order of		Expensed	Check
Number	Date	ray to the order of	Fund	Amount	Amount
5009041351	07/06/2021	Joan Mayeda	010	2,279.10	
5009041352	07/06/2021	APRIL MCCARTHY	010	2,279.10	
5009041353	07/06/2021	Shirley McCafferty	010	2,279.10	
5009041354	07/06/2021	Gail Nakamura-Meagher	010	2,279.10	
5009041355	07/06/2021	MONTGOMERY HARDWARE CO.	010	2,248.53	
5009041356	07/06/2021	United of Omaha Life Ins. Co.	010	731.40	
5009041359	07/06/2021	NASP	010	440.00	
5009041360	07/06/2021	Virginia Nedeleff	010	2,279.10	
5009041361	07/06/2021	O'Relliy Auto Parts	010	504.41	
5009041362	07/06/2021	Phil Otero	010	2,279.10	
5009041363	07/06/2021	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010	682.17	
5009041364	07/06/2021	RUDY PALAZUELOS	010	2,279.10	
5009041365	07/06/2021	PARADISE CHEVROLET	010	301.70	
5009041366	07/06/2021	Pattis R. Thompson	010	2,279.10	
5009041367	07/06/2021	Pioneer Chemical Co	010	217.71	
5009041369	07/06/2021	YVONNE RAILEY	010	2,279.10	
5009041371	07/06/2021	REPUBLIC ELEVATOR COMPNAY	010	782.63	
5009041372	07/06/2021	Jose Rodriguez	010	2,279.10	
5009041373	07/06/2021	Sam's Club Direct	010	125.76	
5009041374	07/06/2021	SALLIE SANCHEZ	010	2,279.10	
5009041375	07/06/2021	SC FUELS	010	1,331.03	
5009041376	07/06/2021	Darlene Serros	010	2,279.10	
5009041377	07/06/2021	SERVICE PRO-FIRE PROTECTION	010	4,850.25	
5009041378	07/06/2021	Linda Shaffer	010	2,279.10	
5009041379	07/06/2021	Andrea Shaub	010	2,279.10	
5009041380	07/06/2021	LYNN SILVIERA	010	2,279.10	
5009041381	07/06/2021	SISC FINANCE	010	626,195.00	
5009041382	07/06/2021	Sonitrol	010	108.00	
5009041383	07/06/2021	CAROL SPRACKLEN	010	2,279.10	
5009041384	07/06/2021	BEVERLY STARK	010	2,279.10	
5009041385	07/06/2021	Virginia Swickard	010	2,279.10	
5009041386	07/06/2021	Eleanor Syrett	010	2,279.10	
5009041388	07/06/2021	T-Mobile	010	175.68	
5009041390	07/06/2021	Gwen Thomas	010	2,279.10	
5009041391	07/06/2021	HELEN TORRES	010	2,279.10	
5009041392	07/06/2021	Christina Valdivia	010	2,279.10	
5009041393	07/06/2021	VC Metals Inc	010	268.71	
5009041395	07/06/2021	Ventura County Office of Education Business	010	2,875.00	
5009041396	07/06/2021	Lenora Weinerth	010	2,279.10	
5009041397	07/06/2021	Darylene Williams	010	2,279.10	
5009041398	07/06/2021	Sharlene Wilson	010	2,279.10	
5009041399	07/06/2021	Windstream	010	7,766.54	
5009041400	07/06/2021	Mike Wittlin	010	2,279.10	
5009041401	07/12/2021	Lindley, Beth	010	172.10	

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Check	Check	Pay to the Order of	Fund	Expensed	Check
Number	Date			Amount	Amount
5009041402	07/12/2021	Garcia, Lisette	010	928.55	
5009041403	07/12/2021	Sandoval, Lupe	010	179.88	
5009041404	07/12/2021	Hernandez, Maria M	010	791.09	
5009041405	07/12/2021	Schuster, Lauren T	010	104.06	
5009041406	07/12/2021	AMAZON CAPITAL SERVICES	010	19,600.50	
5009041409	07/12/2021	CITY OF OXNARD	010	5,561.11	
5009041410	07/12/2021	Ralph D' Oliveira	010	1,312.50	
5009041411	07/12/2021	De Lage Landen Financial Servi ces, Inc.	010	206.48	
5009041413	07/12/2021	FEDEX	010	24.09	
5009041414	07/12/2021	FLINN SCIENTIFIC, INC.	010	1,930.71	
5009041415	07/12/2021	FOLLETT SCHOOL SOLUTIONS, INC.	010	7,238.51	
009041416	07/12/2021	Freedom Writers Foundation	010	1,000.00	
5009041417	07/12/2021	Frontier Communications	010	56.73	
5009041418	07/12/2021	THE GAS COMPANY	010	229.23	
5009041419	07/12/2021	GOPHER SPORTS	010	112.87	
5009041420	07/12/2021	Grainger	010	1,788.89	
5009041421	07/12/2021	Haynes Education Center (NPS) Star Academy	010	1,057.50	
009041422	07/12/2021	Heggerty	010	259.14	
5009041423	07/12/2021	Heinemann Publishing	010	5,407.53	
5009041424	07/12/2021	Maria Laura Hendrix	010	3,412.50	
5009041425	07/12/2021	Houghton Mifflin Harcourt	010	19,177.17	
009041427	07/12/2021	LAKESHORE	010	650.38	
5009041428	07/12/2021	Live Scan Ventura	010	988.00	
5009041429	07/12/2021	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010	9,151.39	
5009041430	07/12/2021	MJP COMPUTERS	010	3,378.77	
5009041431	07/12/2021	Lisa Kelly dba Murals by Lisa Kelly	010	1,900.00	
5009041432	07/12/2021	O'Reilly Auto Parts	010	280.69	
5009041433	07/12/2021	OFFICE DEPOT	010	3,718.28	
5009041434	07/12/2021	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010	3,810.72	
5009041435	07/12/2021		010	449.39	
5009041436	07/12/2021		010	537.99	
5009041437	07/12/2021		010	9,431.41	
5009041438	07/12/2021		010	10,251.54	
5009041440	07/12/2021	SC FUELS	010	673.07	
5009041441	07/12/2021		010	150.00	
5009041442	07/12/2021	Southwest School & Office Supply	010	2,931.78	
5009041444	07/12/2021		010	100,000.00	
5009041445	07/12/2021	XEROX CORPORATION	010	1,761.96	
5009041446	07/12/2021		010	30,000.00	
5009041447	07/15/2021		010	2,000.00	
5009041448	07/15/2021	• -	010	94.01	

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Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041449	07/15/2021	Airgas	010	2,590.16	
5009041450	07/15/2021	ALL-PHASE ELECTRIC SUPPLY	010	1,394.05	
5009041451	07/15/2021	Aswell Trophy	010	2,378.98	
5009041453	07/15/2021	BARON INDUSTRIES	010	314.61	
5009041454	07/15/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010	230.00	
5009041455	07/15/2021	Fulcrum Management	010	24,969.60	
5009041456	07/15/2021	Grainger	010	3,024.15	
5009041457	07/15/2021	Haynes Education Center (NPS) Star Academy	010	526.25	
5009041460	07/15/2021	Maxim Healthcare Staffing	010	14,644.80	
5009041462	07/15/2021	O'Reilly Auto Parts	010	754.74	
5009041463	07/15/2021	OFFICE DEPOT	010	2,957.16	
5009041464	07/15/2021	PERMA BOUND	010	2,010.80	
5009041465	07/15/2021	PRAXAIR DISTRIBUTION INC	010	112.49	
5009041466	07/15/2021	Proforma	010	636.71	
5009041468	07/15/2021	Rally Dog Outfitters	010	6,033.68	
5009041469	07/15/2021	S & S WORLDWIDE	010	148.48	
5009041470	07/15/2021	SAFETY-KLEEN, INC.	010	540.64	
5009041471	07/15/2021	SCHOLASTIC	010	2,131.43	
5009041472	07/15/2021	Scholastic Inc.	010	482.50	
5009041473	07/15/2021	SERVICE PRO-FIRE PROTECTION	010	5,930.00	
5009041474	07/15/2021	Sonitrol	010	355.02	
5009041475	07/15/2021	Southwest School & Office Supply	010	42.90	
5009041476	07/15/2021	School Services Of California	010	1,020.00	
5009041477	07/15/2021	TELCOM, INC	010	5,684.64	
5009041478	07/15/2021	The Stepping stones Group, LLC	010	600.00	
5009041479	07/15/2021	Traffic Technologies, LLC	010	16.11	
5009041480	07/15/2021	ULINE	010	5,912.71	
5009041481	07/15/2021	UNITED WATER CONSERVATION DIST	010	2,843.30	
5009041482	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041483	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041484	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041485	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041486	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041487	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041488	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041489	07/15/2021	Ventura County Office of Education	010	155.00	

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Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041490	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041491	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041492	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041493	07/15/2021	Ventura County Office of Education Business	010	4,360.91	
5009041494	07/15/2021	Ventura County Office of Education Business	010	45.00	
5009041495	07/15/2021	Ventura County Office of Education Business	010	155.00	
009041496	07/15/2021	Ventura County Office of Education Business	010	155.00	
5 <b>00</b> 9041497	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041498	07/15/2021	Ventura County Office of Education Business	010	155.00	
5009041499	07/15/2021	Ventura County Office of Education Business	010	155.00	
5 <b>00</b> 9041500	07/15/2021	Ventura County Office of Education Business	010	520.00	
5009041501	07/15/2021	Ventura County Star	010	2,767.64	
009041503	07/15/2021	Welch Allyn Inc ( skaneateles)	010	1,132.04	
5009041504	07/15/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010	2,702.00	
5009041505	07/15/2021	WINZER	010	1,966.28	
009041506	07/15/2021	Wireless CCTV LLC	010	3,000.00	
009041507	07/15/2021	WORTHINGTON DIRECT, INC.	010	1,170.76	
009041508	07/15/2021	Western Psychological Services	010	49.16	
009041510	07/15/2021	YAMA LAWNMOWER REPAIR	010	324.47	
009041511	07/15/2021	Dr. Elizabeth Yeager	010	2,062.50	
009041512	07/19/2021	AT&T	010	4,323.00	
5009041513	07/19/2021	AT&T	010	2,197.40	
009041514	07/19/2021	AT&T	010	227.35	
009041515	07/19/2021	CITY OF OXNARD	010	7,705.48	
009041516	07/19/2021	SOUTHERN CALIF. EDISON	010	48,535.29	
5009041517	07/19/2021	HOME DEPOT CREDIT SERVICES	010	11,026.58	
009041518	07/19/2021	MWG MESTMAKER & ASSOCIATES	010	160.00	
5009041520	07/19/2021	SC FUELS	010	1,923.43	
5009041521	07/19/2021	UNITED WATER CONSERVATION DIST	010	3,079.63	
009041522	07/19/2021	VERIZON WIRELESS	010	412.23	
009041523	07/22/2021	Jones, Jacqueline	010	269.97	
009041524	07/22/2021	Legaspi, Jacqueline E	010	65.65	
009041525	07/22/2021	Valdez, Marisela	010	385.86	
5009041526	07/22/2021	Argend, Louise	010	97.29	
5009041527	07/22/2021	Tenorio, Jovana	010	24.75	

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Check	Check	Pay to the Order of	Fund	Expensed	Check
Number	Date			Amount	Amount
5009041528	07/22/2021	Mendez, Adeline	010	321.84	
009041529	07/22/2021	Zaritsky, Deborah H	010	336.46	
009041530	07/22/2021	Steiner, Josh	010	748.43	
009041531	07/22/2021	Facundo, Katherine A	010	167.33	
009041532	07/22/2021	Vega, Maria	010	113.98	
009041533	07/22/2021	ACSA	010	23,076.25	
009041534	07/22/2021	All Languages Interpreting	010	2,600.00	
009041535	07/22/2021	AMAZON CAPITAL SERVICES	010	5,257.20	
009041536	07/22/2021	Claudia De Jesus, DBA Amicolor	010	885.71	
5009041537	07/22/2021	Bertrands Music (Pedersens)	010	3,269.63	
009041538	07/22/2021	Blick Art Materials	010	1,051.63	
009041539	07/22/2021	BRAINPOP LLC	010	2,950.00	
009041540	07/22/2021	California Sport Design	010	4,851.98	
009041541	07/22/2021	CITY OF OXNARD	010	32,276.64	
5009041542	07/22/2021	Concepts	010	386.75	
5009041543	07/22/2021	DE SOTO SALES	010	578.21	
5009041545	07/22/2021	E J Harrison & Sons	010	7,748.67	
5009041546	07/22/2021	EBS HEALTHCARE	010	2,720.00	
5009041547	07/22/2021	SOUTHERN CALIF. EDISON	010	4,938.84	
5009041548	07/22/2021	Frontier Communications	010	254.05	
5009041551	07/22/2021	Mohawk USA, LLC	010	7,793.90	
5009041552	07/22/2021	OFFICE DEPOT	010	11,433.07	
5009041553	07/22/2021	Oxnard False Alarm Reduction	010	395.00	
5009041555	07/22/2021	Pioneer Chemical Co	010	4,094.12	
5009041558	07/22/2021	SC FUELS	010	1,287.98	
5009041559	07/22/2021	Security Self Storage	010	232.00	
5009041560	07/22/2021	Seesaw Learning, Inc.	010	17,325.00	
5009041561	07/22/2021	Solatube Internations, Inc.	- 010	741.55	
009041562	07/22/2021	Sonitrol	010	22,994.43	
5009041563	07/22/2021	DEPT OF INDUSTRIAL RELATIONS	010	1,350.00	
7000041000	OTTEL/EUL 1	PAYMENT PROCESSING CENTER	310	1,000.00	
5009041564	07/22/2021	Ventura County Office of Education	010	6,040.00	
		Business			
5009041565	07/22/2021	Wael Saleh	010	742.18	
5009041566	07/22/2021	XEROX CORPORATION	010	6,653.38	
5009041567	07/22/2021	XEROX CORPORATION	010	39.31	
5009041569	07/29/2021	Preciado, Sheryl	010	110.22	
5009041570	07/29/2021	Visser, Lisa M	010	188.55	
009041571	07/29/2021	Orleans, Mary F	010	80.84	
009041572	07/29/2021	All Languages Interpreting	010	2,100.00	
5009041573	07/29/2021	AMAZON CAPITAL SERVICES	010	6,888.86	
009041574	07/29/2021	AMERICAN BUILDING COMFORT	010	462.35	
5009041575	07/29/2021	Aswell Trophy	010	10,168.99	
009041576	07/29/2021	BrainWare Learning Company	010	5,600.00	
5009041577	07/29/2021	Buena Ventures, LLC	010	1,073.00	
009041578	07/29/2021	C & M AUTO TRUCK ELECTRIC	010	1,892.92	

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Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
5009041579	07/29/2021	CABE	010	275.00	
5009041580	07/29/2021	CDTF	010	58.00	
5009041581	07/29/2021	C D W GOVERNMENT, INC.	010	6,429.77	
5009041582	07/29/2021	COASTAL OCCUPATIONAL MEDICAL GROUP	010	515.00	
5009041583	07/29/2021	Container Alliance	010	65,527.50	
5009041584	07/29/2021	CPI	010	150.00	
5009041585	07/29/2021	California School Boards Assn P O box 1660	010	21,131.00	
5009041586	07/29/2021	Custom Awards and Engraving	010	223.05	
5009041587	07/29/2021	Department Of Toxic Substances Control	010	257.50	
5009041588	07/29/2021	Eide Bailly LLP	010	3,000.00	
5009041589	07/29/2021	Ewing Irrigation Products Inc	010	1,197.44	
5009041590	07/29/2021	FEDEX	010	85.85	
5009041591	07/29/2021	FGL Environmental	010	1,764.00	
5009041592	07/29/2021	FLINN SCIENTIFIC, INC.	010	226.65	
5009041593	07/29/2021	THE GAS COMPANY	010	348.19	
5009041594	07/29/2021	Luis Gerardo Guillen	010	1,500.00	
5009041595	07/29/2021	GOLF N STUFF	010	5,330.00	
5009041596	07/29/2021	GREATAMERICA FINANCIAL SVCS	010	282.96	
5009041597	07/29/2021	Haynes Education Center (NPS) Star Academy	010	510.00	
5009041598	07/29/2021	-	010	2,401.44	
5009041600	07/29/2021	Jonathan Brendefur DBA DMTA	010	18,800.00	
5009041602	07/29/2021	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010	604.77	
5009041603	07/29/2021	LAKESHORE	010	9,170.78	
5009041604	07/29/2021	Lawson Products	010	259.11	
5009041606	07/29/2021	Myers, Widders, Gibson, Jones	010	375.77	
5009041609	07/29/2021	OFFICE DEPOT	010	27.51	
5009041611	07/29/2021	Pacific Equipment	010	118.53	
5009041612	07/29/2021	PARADISE CHEVROLET	010	147.17	
5009041614	07/29/2021	REALLY GOOD STUFF	010	479.85	
5009041615	07/29/2021	Sam's Club Direct	010	249.06	
5009041616	07/29/2021	Ventura County SELPA	010	127,855.00	
5009041618	07/29/2021	School Services Of California	010	460.00	
5009041619	07/29/2021	DEPT OF INDUSTRIAL RELATIONS PAYMENT PROCESSING CENTER	010	675.00	
5009041620	07/29/2021	TELCOM, INC	010	5,325.94	
5009041621	07/29/2021	Trafera, LLC	010	17,318.45	
5009041622	07/29/2021	Tri-County Office Furniture	010	8,966.26	
5009041623	07/29/2021	VC Metals Inc	010	48.49	
5009041624	07/29/2021	VCOE Business	010	14,451.23	
5009041625	07/29/2021	VENTURA COUNTY SELF-FUNDING AUTHORITY	010	360.00	

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Check	Check	Pay to the Order of		Expensed	Check
Number	Date		Fund	Amount	Amount
5009041627	07/29/2021	Ventura Unified School Dist.	010	22,774.00	
5009041628	07/29/2021	Windstream	010	7,765.40	
5009041629	07/29/2021	XEROX CORPORATION	010	3,095.07	
5009041630	07/29/2021	YAMA LAWNMOWER REPAIR	010	87.38	
5009041631	07/29/2021	CCP Industries Inc.	010	669.51	
5009041632	07/29/2021	Kaplan Law Group	010	6,063.00	
5009041637	08/03/2021	Zaritsky, Deborah H	010	89.62	
5009041638	08/03/2021	Duckett, Michelle	010	50.72	
5009041639	08/03/2021	Steiner, Josh	010	107.84	
5009041640	08/03/2021	Fleming, Mary K	010	378.34	
5009041641	08/03/2021	Guynn, Jane	010	47.95	
5009041642	08/03/2021	Mendoza Hernandez, Karla K	010	171.00	
5009041643	08/03/2021	Romp, Savannah G	010	129.02	
5009041644	08/03/2021	Cushing, Ellery A	010	113.25	
5009041645	08/03/2021	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	010	250.00	
5009041646	08/03/2021	360 Degree Customer Inc.	010	44,427.40	
5009041647	08/03/2021	Amazon Web Services	010	758.42	
5009041648	08/03/2021	Amigo Party Rentals, Inc	010	2,327.76	
5009041649	08/03/2021	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010	3,500.00	
5009041651	08/03/2021	CULLIGAN WATER	010	83.00	
5009041654	08/03/2021	Lawrence A. Wolf	010	7,344.00	
5009041656	08/03/2021	OFFICE DEPOT	010	5,004.30	
5009041657	08/03/2021	PERMA BOUND	010	934.29	
5009041660	08/03/2021	Tax Deferred Services Corporate	010	4,630.00	
		Office Suite 209			
5009041661	08/03/2021	Crown Plaza Ventura Beach	010	1,482.38	
5009041662	08/05/2021	Gray, Ethan T	010	46.98	
5009041663	08/05/2021	AMAZON CAPITAL SERVICES	010	21,233.51	
5009041664	08/05/2021	ASCD	010	239.00	
5009041665	08/05/2021	Atkinson, Andelson, Loya, Ruud & Romo	010	148,746.84	
5009041666	08/05/2021	FOLLETT SCHOOL SOLUTIONS, INC.	010	2,759.03	
5009041667	08/05/2021	HOME DEPOT CREDIT SERVICES	010	9,015.26	
5009041668	08/05/2021	House Sanitary Supply	010	1,915.48	
5009041669	08/05/2021	MJP COMPUTERS	010	97,171.36	
5009041670	08/05/2021	Mobile Diesel Smoke Testing Services	010	3,352.03	
5009041671	08/05/2021	MONTGOMERY HARDWARE CO.	010	866.42	
5009041672	08/05/2021	United of Omaha Life Ins. Co.	010	732.78	
5009041674	08/05/2021	Oxnard False Alarm Reduction	010	25.00	
5009041675	08/05/2021	Pacific Equipment	010	224.03	
5009041676	08/05/2021		010	95.26	
5009041678	08/05/2021		010	2,849.17	
5009041679	08/05/2021		010	3,095.10	

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Check Number	Check Date	Pay to the Order of		Fund	Expensed Amount	Check Amount
009041680	08/05/2021	SISC FINANCE		010	621,117.80	
009041681	08/05/2021	Sonitrol		010	178.00	
009041682	08/05/2021	DEPT OF INDUSTRIAL RELATIONS PAYMENT PROCESSING CENTER		010	225.00	
009041683	08/05/2021	USAD		010	435.00	
009041685	08/05/2021	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL		010	565.00	
009041145	06/22/2021	Schaeffer's Spec. Lubricants	Ca	ncelled		23.76
009041149	06/23/2021	ASCD	Ca	ncelled		239.00
009041337	07/06/2021	Jesus Landeros DBA Athletes2 colleg	Ca	ncelled		435.00
009041509	07/15/2021	XEROX CORPORATION	Ca	ncelled		1,667.91
009041617	07/29/2021	Smith Pipe & Supply	Ca	ncelled		178.00
Cancel	5	2.542.67	mber of Checks	497	4,254,493.40	
009041105	06/21/2021	AT&T		130	17.27	
009041108	06/21/2021	CDE/CASHIER'S OFFICE		130	974.70	
	06/21/2021	Laubacher Farms, inc		130	9,558.00	
009041117	06/21/2021	Puretec Industrial Water		130	381.00	
009041119				130	19,415.00	
009041130	06/22/2021	Allied Avocados & Citrus Inc		130	15,773.11	
009041144	06/22/2021	Tri County Bread Service		130	9.00	
009041158	06/23/2021	Dominos Pizza		130	29,511.57	
009041159	06/23/2021	Driftwood Dairy, Inc.				
009041167	06/23/2021	P & R Paper Supply Co., Inc.		130 130	2,975.09	
009041170	06/23/2021	SYSCO VENTURA, INC.		130	95,993.23	
009041172	06/23/2021	THE BERRY MAN, INC.			32,338.15	
009041195	06/24/2021	Sam's Club Direct		130	344.07	
009041198	06/24/2021	VENTURA REFRIGERATION SALES & SERVICE		130	216.00	
009041209	06/28/2021	Driftwood Dairy, Inc.		130	1,933.50	
009041220	06/28/2021	Laubacher Farms, inc		130	7,220.00	
009041232	06/28/2021	Tri County Bread Service		130	5,906.56	
009041233	06/28/2021	SC FUELS		130	167.22	
009041238	06/28/2021	SYSCO VENTURA, INC.		130	15,639.77	
009041239	06/28/2021	THE BERRY MAN, INC.		130	2,950.25	
009041248	06/28/2021	XEROX CORPORATION		130	169.36	
009041258	06/30/2021	Puretec Industrial Water		130	95.25	
009041312	07/06/2021	Driftwood Dairy, Inc.		130	9,688.43	
009041345	07/06/2021	Laubacher Farms, inc		130	2,215.00	
009041368	07/06/2021	Tri County Bread Service		130	2,183.83	
009041375	07/06/2021	SC FUELS		130	49.69	
009041387	07/06/2021	SYSCO VENTURA, INC.		130	69,569.62	
009041389	07/06/2021	THE BERRY MAN, INC.		130	19,074.55	
009041426	07/12/2021	Kamran & Company, Inc Attn Dorie Prulitsky		130	225.00	
009041433	07/12/2021	OFFICE DEPOT		130	1,111.78	
009041439	07/12/2021	Puretec Industrial Water		130	6.00	
009041467	07/15/2021	Puretec Industrial Water		130	190.50	

Check Number	Check Date	Pay to the Order of	Fund	Expensed Amount	Check Amount
6009041502	07/15/2021	VENTURA REFRIGERATION SALES & SERVICE	130	897.02	
009041520	07/19/2021	SC FUELS	130	182.12	
009041554	07/22/2021	P & R Paper Supply Co., Inc.	130	1,818.10	
009041556	07/22/2021	Puretec Industrial Water	130	191.25	
009041557	07/22/2021	Tri County Bread Service	130	1,769.77	
009041558	07/22/2021	SC FUELS	130	388.84	
009041566	07/22/2021	XEROX CORPORATION	130	159.73	
009041599	07/29/2021	Home Country Pizza	130	9.00	
5009041609	07/29/2021	OFFICE DEPOT	130	373.75	
5009041613	07/29/2021	Puretec Industrial Water	130	381.00	
5009041626	07/29/2021	VENTURA REFRIGERATION SALES & SERVICE	130	357.70	
5009041629	07/29/2021	XEROX CORPORATION	130	157.49	
5009041634	08/02/2021	Water Walkers Inc Health-E Pro	130	3,810.00	
5009041653	08/03/2021	Driftwood Dairy, Inc.	130	18,621.43	
5009041658	08/03/2021	Tri County Bread Service	130	346.40	
5009041659	08/03/2021	SYSCO VENTURA, INC.	130	51,088.67	
5009041677	08/05/2021	Puretec Industrial Water	130	190.50	
5009041678	08/05/2021	SC FUELS	130	142.33	
5009041550	07/22/2021	Laubacher Farms, inc	Cancelled		5,245.40
Cancel	1	5,245.40 Total Number of Checks	50	426,787.60	
5009041142	06/22/2021	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	212	30,174.75	
5009041148	06/23/2021	A4E	212	7,473.75	
5009041157	06/23/2021	Colbi Technologies, Inc	212	7,650.00	
5009041161	06/23/2021	KBZ Architects	212	45,749.00	
5009041168	06/23/2021	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	212	83,971.57	
5009041 <b>17</b> 4	06/23/2021	US BANK	212	3,500.00	
5009041187	06/24/2021	DIV. OF THE STATE ARCHITECT	212	2,738.75	
5009041188	06/24/2021	DIV. OF THE STATE ARCHITECT	212	2,347.50	
5009041191	06/24/2021	N/V/5 West, Inc.	212	2,842.50	
5009041224	06/28/2021	MJP COMPUTERS	212	99.13	
5009041246	06/28/2021	Ventura County Star	212	3,237.28	
5009041286	07/06/2021	BALFOUR BEATTY CONSTRUCTION	212	33,328.00	
5009041300	07/06/2021	Center Glass Co	212	1,076.00	
5009041309	07/06/2021	Custom Modular Service Corp	212	10,747.10	
5009041358	07/06/2021	N/V/5 West, Inc.	212	2,013.00	
5009041363	07/06/2021	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	212	1,339.34	
5009041394	07/06/2021		212	91,532.50	
5009041407	07/12/2021	ARC	212	202.42	
5009041408	07/12/2021	A4E	212	9,192.50	
5009041412	07/12/2021		212	252,834.99	
5009041443	07/12/2021		212	169,494.25	

### **Board Report**

Check Number	Check Date	Pay to the Order of		Fund	Expensed Amount	Check Amount
5009041452	07/15/2021	BALFOUR BEATTY CONSTRU	ICTION	212	33,592.00	
5009041459	07/15/2021	KENCO CONSTRUCTION SEF	RVICES	212	17,820.00	
5009041461	07/15/2021	N/V/5 West, Inc.		212	1,839.00	
5009041549	07/22/2021	Kiwitt General Building		212	3,843.60	
5009041601	07/29/2021	KBZ Architects		212	38,912.85	
5009041605	07/29/2021	M/M Mechanical Inc.		212	2,333.30	
5009041608	07/29/2021	Nyeland Promise		212	4,800.00	
5009041633	07/29/2021	M/M Mechanical Inc.		212	2,426.00	
5009041635	08/02/2021	KBZ Architects		212	2,219.00	
5009041636	08/02/2021	DIVISION OF STATE ARCHITE ATTN: CASHIER-APP # 03-121		212	28,040.00	
5009041650	08/03/2021	Colbi Technologies, Inc		212	1,657.50	
5009041652	08/03/2021	Custom Modular Service Corp		212	11,381.94	
5009041655	08/03/2021	M/M Mechanical Inc.		212	4,324.26	
5009041663	08/05/2021	AMAZON CAPITAL SERVICES	<b>;</b>	212	225.58	
5009041684	08/05/2021	Venco Electric		212	382,042.50	
			Total Number of Checks	36	1,297,001.86	
5009041155	06/23/2021	CLASS LEASING, LLC		251	14,080.00	
5009041186	06/24/2021	CLASS LEASING, LLC		251	23,660.00	
5009041194	06/24/2021	Sage Realty Group		251	15,000.00	
5009041241	06/28/2021	Venco Electric		251	371.50	
5009041606	07/29/2021	Myers, Widders, Gibson, Jones		251	105.23	
5009041610	07/29/2021	OILFIELD ELECTRIC & MOTO		251	39,929.73	
5000011010	0112012021		Total Number of Checks	6	93,146.46	
5009041176	06/24/2021	CITY OF OXNARD-PERMIT		252	87.07	
		CENTER-C OMM DEV DEPT				
5009041290	07/06/2021	BC Rincon Construction		252	15,089.24	
5009041370	07/06/2021	Reed Mechanical Systems Inc.		252	3,700.00	
5009041458	07/15/2021	JENSEN DESIGN & SURVEY		252	2,207.50	
5009041568	07/22/2021	Lawyers Title		252	50,000.00	
5009041607	07/29/2021	N/V/5 West, Inc.		252	1,642.00	
5009041673	08/05/2021	OILFIELD ELECTRIC & MOTO		252	92,150.00	
			Total Number of Checks	7	164,875.81	
5009041115	06/21/2021	Hughes General Engineering		490	9,337.50	
5009041357	07/06/2021	MVC Enterprises, Inc		490	96,250.00	
5009041519	07/19/2021	Pacific West Communities, Inc		490	7,500.00	
5009041544	07/22/2021	DTA		490	2,814.68	
			Total Number of Checks	4	115,902.18	
			Fund Recap			
	Fund	Description	Check Count	Ex	pensed Amount	
					4 054 400 40	

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

ESCAPE ONLINE
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4,254,493.40

492

General Fund

010

### ReqPay12a

### **Board Report**

Check Number	Check Date	Pay to the Order of		Fund	Expensed Amount	Check Amount
		Fund Re	есар			
	Fund	Description	Check Count	Ex	pensed Amount	
	130	Cafeteria Fund	49		426,787.60	
	212	Building Fund Measure L	36		1,297,001.86	
	251	CAPITAL FACILITIES - RESIDENTI	6		93,146.46	
	252	CAPITAL FACILITIES COMMERCIAL	7		164,875.81	
	490	Capital Projects Fund for Blen	4		115,902.18	
		Total Number of Checks	579		6,352,207.31	
		Less Unpaid Tax Liability			766.39-	
		Net (Check Amount)			6,351,440.92	

10.7



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.7 Approval of the Lease Agreement with First 5 for space at OSFS for the 2021/2022 school

year.

Access Public

Type Action (Consent)

Recommended Action It is recommended that the Board approve the Lease Agreement for First 5 to rent space at

OSFS for the 2021/2022 school year.

### **Public Content**

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

### Rationale:

First 5 Ventura County (F5VC) is largely funded through Proposition 10, the California Children and Families Act. Passed by the voters of California in 1998, this tobacco tax is dedicated to developing local systems that improve health and education for our youngest Californians, from prenatal through age 5. Governed by a nine-member Commission appointed by the Ventura County Board of Supervisors, F5VC has made a significant, positive impact on early childhood systems in Ventura County. First 5 provides prenatal, parent and child, and parenting education to families residing in the Rio community.

Rio F5VC NfL facility contract 2021\_signed\_Puls.pdf (399 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.

### LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is entered as of the 1st day of July, 2021, by and between Rio Unified School District ("Landlord"), and the Children and Families First Commission of Ventura County, known as First 5 Ventura County, ("Tenant") an independent governmental entity, for operation of the Neighborhoods for Learning program (hereinafter referred to as "Program").

1. <u>Property Leased</u>. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord the property located in the City of Oxnard, County of Ventura, State of California, described as follows (the "Premises"):

Classroom/Space: for exclusive use. 1,144 sq. ft room located at 3300 Cortez Ave Oxnard, CA 93036.

Shared restroom and Break room area: 522 sq. ft.

Parking lot space, for shared use; located at located at 3300 Cortez Ave Oxnard, CA 93036.

### 2. Term.

- (a) The term of this Lease is eleven (11) months, commencing August 1, 2021 and ending June 30, 2022.
- (b) Notwithstanding the foregoing Section 2(a), Tenant or Landlord may terminate this Lease at any time by delivering written notice to the other party no less than ninety (90) days prior to the effective date of such termination. In the event of termination of this Lease in accordance with this Section 2(b), any rent prepaid by Tenant will be prorated by Landlord and that portion applicable to any period subsequent to the effective date of termination will be returned to Tenant.
- 3. Rent; Facilities Use Fee. Tenant shall pay to Landlord a facility use fee for the property leased of \$2,038.48 per month. Monthly facility use fee is comprised of \$1.25 per square foot for the exclusive use space (1,144 square feet), \$96.00 for the shared usage space, \$248.00 for Tenant's proportional share of utilities as set forth in Paragraph 11(a), and \$264.48 for Tenant's proportional share of janitorial services as set forth in Paragraph 11(b). Tenant shall send the rent payments to landlord on a monthly basis payable before the 5<sup>th</sup> of each month. Landlord has the right to increase the rent every year for no more than the Consumer Price Index as published by the US Department of Labor Los Angeles Long Beach Anaheim, CA for the 12-month preceding the lease period start date.

- 4. <u>Holdover</u>. If Tenant fails to vacate and surrender the Premises on or before the expiration date of this Lease, and this Lease is not renewed pursuant to Section 2(a), the tenancy shall, at Landlord's option, be deemed a tenancy from month to month, until the tenancy is terminated in a manner prescribed by law.
- 5. <u>Use: Program Obligations.</u> The Premises shall be used solely for Tenant's operation of Programs for Early Child and Family Development, Early Literacy and Family Support (i.e. Parent and Child Together Classes, Child Literacy Groups, etc.). The Tenant will provide appropriate furniture, supplies and staff to conduct their activities. The Tenant is responsible for the operation of the program. Tenant shall be responsible for providing all staff, supplies, materials, and any other services or personnel necessary or desirable for Tenant's operation, and Tenant acknowledges that Landlord is not supplying or providing any of the foregoing services or personnel. In addition, Tenant shall be solely responsible for the operation and supervision of staff employed or participating in programs they provide. No other use is permitted without Landlord's prior written consent. Tenant will comply with all applicable laws, ordinances, statutes, regulations and orders (collectively, "Laws") affecting its use of the Premises. Tenant shall not use the Premises to disturb, annoy, endanger, or interfere with others at the School Site, or use the Premises for any unlawful purpose or commit a waste or nuisance on or about the Premises.
- 6. <u>Signs</u>. Tenant shall have the right to have installed signs appropriate for the identification of the Premises, with approval of the Landlord. Landlord's maintenance staff shall perform sign installation.
- 7. <u>Condition of Premises</u>. Tenant will examine the Premises and acknowledges that the Premises is clean and in operative condition, prior to lease signing. If noted maintenance need, it will be completed prior to lease or by arrangement with Tenant.
- 8. Alterations. Tenant shall not make any alterations whatsoever in or about the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done in accordance with all applicable Laws and with required permits. Tenant shall give Landlord advance written notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. However, Landlord may require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.
- 9. Parking. Parking is based on a first-come first-serve basis. Tenant is entitled to use unreserved vehicle parking spaces located at the Site. Parking spaces are to be kept clean. No overnight parking is permitted.
- 10. <u>Insurance</u>. Tenant's personal property, fixtures, equipment, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant shall carry its own property insurance to protect

Tenant from any such loss. Tenant will be 100% covered before moving into premises and will provide Landlord with a certificate of insurance establishing Tenant's compliance prior to moving into premises. In addition, Tenant shall carry liability insurance in an amount not less than \$1,000,000.00. Tenant's liability insurance shall name Landlord as additional insured. Prior to occupancy the Tenant shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00. Both Landlord and Tenant release each other, and waive their respective rights to subrogate against each other, for loss or damage covered by insurance during the term of the agreement.

### 11. Utilities; Janitorial.

- (a) Utilities are pro-rated by square feet. Landlord shall provide for water, sewer, and electrical utilities on the premises unless otherwise negotiated. Tenant shall pay to Landlord the amount set forth in Paragraph 3 for the tenant's share of utilities. Landlord shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines serving the Premises and shall continue the connections and service thereof during the term of this Lease or any extension thereof.
- (b) Janitorial services shall be provided by Landlord daily during the term of this Lease. Landlord shall provide janitorial/custodial services at the amount set forth in Paragraph 3 for approximately one hour a day, 3 times a week occurring after 5:00 p.m. if possible. Services shall include wiping down surfaces, vacuuming, and collection of all trash and rubbish material. Tenant shall supply proper containers for trash.
- 12. <u>Maintenance</u>. Subject to the following sentence, Landlord shall provide custodial services set forth in Paragraph 11b. Tenant will maintain the exclusive use space in a clean and orderly condition, free of all litter, garbage, debris and refuse, including keeping glass, windows and doors in operable and safe condition. Landlord, at its sole cost, shall maintain the electrical, heating, ventilation, air conditioning, plumbing, roof, foundation, exterior walls, and other common areas at the Site, Tenant shall be responsible for any maintenance which may be required by reason of neglect or misconduct of Tenant, its agents, servants, employees, invitees or contractors.
- 13. <u>Entry by Landlord</u>. Landlord may enter upon the classroom portion of the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and cleaning and making such repairs as Landlord is obligated to make provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises.
- 14. <u>Subletting and Assignment</u>. Tenant shall not sublet or assign or transfer this Lease or any interest in it without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer or encumbrance of the Premises is null and void, and, at the option of Landlord, terminates this Lease. No sublease, assignment or transfer of this Lease shall relieve Tenant with respect to any liabilities and obligations hereunder. The consent by Landlord to an assignment hereunder shall not in any way

be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment.

- Damage to Premises or Lack of Access Due to Construction. If the Premises is 15. damaged or destroyed by any cause not the fault of Tenant, Landlord shall have the right, at Landlord's sole cost and expense to repair it, and the rent payable under this Lease shall be abated for the time and to the extent Tenant is prevented from occupying the Premises in its entirety. Notwithstanding the foregoing, if the Premises is damaged or destroyed and Landlord elects not to repair it or repair of the damage or destruction cannot be completed within 90 days: (i) Landlord may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Tenant thirty (30) days' written notice of termination; or (ii) Tenant may terminate this Lease by giving Landlord thirty (30) days' written notice of termination. Tenant recognizes that during summer recess periods (approximately June to August) the Landlord may need to complete facility repairs and infrastructure replacement that may render the premises unfit for occupation for the duration of the construction. As of the date of this Contract, no Construction or Renovation projects are in the foreseeable future at this location. For any period of time for which the Tenant has a lack of access due to construction, the Landlord shall abate the rent. Landlord will provide the Tenant as much notice as possible of anticipated construction.
- 16. <u>Hazardous Materials</u>. Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are a part.
- 17. Tenant's Obligations Upon Vacating Premises. Upon termination of this Lease, in addition to any obligations imposed by Section 8, Tenant shall: (i) give Landlord copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage areas; and (iv) deliver the Premises to Landlord in the same condition as referenced in Section 7, ordinary wear and tear excepted.
- 18. <u>Indemnification</u>. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, employees, board members and contractors harmless from all claims, disputes, liability, litigation, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or related to Tenant's use, occupation or maintenance of the Premises. Landlord shall indemnify, defend and hold Tenant harmless from all Losses arising out of the sole negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors.
- 19. <u>Attorneys' Fees.</u> In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.
- 20. <u>Entire Agreement</u>. This Lease contains the entire understanding of the parties hereto with respect to the subject matter hereof and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

- 21. <u>Amendment</u>. This Lease may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Executive Director of the Tenant and by the Superintendent or designee of the Landlord.
- 22. <u>Partial Invalidity</u>. If any term, covenant, condition or provision of this Lease is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 23. <u>Interpretation: Headings</u>. Section headings in this Lease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease. Time is of the essence in this Lease.
- 24. <u>Waiver</u>. No waiver by Landlord or Tenant of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the parties be construed so as to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other of any term, covenant or condition hereof.
- 25. <u>Building Hours</u>: Normal Business Hours 7:00 A.M. to 7:00 P.M. Monday-Friday. The building shall be closed on observed holidays unless other arrangements are requested in writing by Tenant. Please see attached list of Rio School District Holidays.
- 26. Prior to taking possession of premises, Tenant will provide the First 5 Ventura County Safety Procedures including all COVID related protocols.
- 27. <u>Notices and Payments</u>. All notices required by this Lease shall be in writing and all notices and payments shall be made as follows:

If to Landlord:

Rio Unified School District 2500 E Vineyard Ave #100, Oxnard, CA 93036 Attention: Wael Saleh

If to Tenant:

First 5 Ventura County 2580 E. Main Street, Suite 203 Ventura, CA 93003 Attention: Petra Puls, Executive Director

**IN WITNESS WHEREOF**, the parties have executed this Lease of the date first written above.

# RIO UNIFIED SCHOOL DISTRICT By: Name: Title: "LANDLORD" FIRST 5 VENTURA COUNTY By: Name: Petra Puls Title: Executive Directly

"TENANT"

10.8



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.8 Approval of Newsela Subscription Agreement for 2021-2022 school year.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 53,341.20

Budgeted Yes

Budget Source LCAP Funds

Recommended Action Staff recommends board approval of the Newsela Subscription Agreement for the 2021-2022

school year.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

### Rationale:

Newsela is an innovative way for students to build reading comprehension with nonfiction that's always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension.

Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

Rio School District-Quote Q-55728 (2).pdf (114 KB)

### **Administrative Content**

### **Executive Content**

8/11/2021 BoardDocs® Pro

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.



Newsela Inc. 500 5<sup>th</sup> Ave, FL 28 New York, NY 10110

## **Customer Agreement**

Customer Agreement No. Q-55728

Newsela Sales Rep: Amy Banta

Contact Email: amy.banta@newsela.com

Offer Date: July 27, 2021 Expiration Date: August 20, 2021

**Billing Information:** 

Billing Frequency: Upfront in full

Payment Terms: Net 30

Billing Schedule: Upon Contract Signature

To:

Oscar Hernandez Rio School District

2500 E Vineyard Ave Ste 100 Oxnard, CA 93036-1372

Qty	Products/Services	List Price
1	Newsela	\$53,341.20
	Contract Grand To	otal \$53,341.20

The subscription for the Products/Services will commence as of the "Subscription Start Date" and continue through the "Subscription End Date" (a "Contract Term"). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the "Execution Date") or (c) the invoice date within the "Billing Information" section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela's obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use and Privacy Policy.

Terms of Use: <a href="https://newsela.com/pages/terms-of-use/">https://newsela.com/pages/terms-of-use/</a> Privacy Policy: <a href="https://newsela.com/pages/privacy-policy/">https://newsela.com/pages/privacy-policy/</a>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the

	appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please tax exemption documents immediately to <u>salestax@newsela.com</u> .
Purchase Order In	
If you need a Purc	chase Order, please fill out the following information.
PO Required:	
PO Number:	
PO Amount:	
Bill-To Name:	n service representative to whom the invoice should be addressed. Oscar Hernandez ohernandez@rioschools.org
By initialing her	e, I agree that the billing details stated above are current and accurate
	ecuting this Customer Agreement has the authority to execute this agreement and bind the Customen the right to rely on that authorization.

### **Appendix**

**Authorized Signature:** 

School	Products/Services	License Dates	
RIO SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/21 - 06/30/22	
RIO DEL MAR	Newsela ELA	07/01/21 - 06/30/22	
RIO DEL MAR	Newsela Science	07/01/21 - 06/30/22	
RIO DEL MAR	Newsela Social Studies	07/01/21 - 06/30/22	
RIO DEL NORTE	Newsela ELA	07/01/21 - 06/30/22	
RIO DEL NORTE	Newsela Science	07/01/21 - 06/30/22	
RIO DEL NORTE	Newsela Social Studies	07/01/21 - 06/30/22	
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela ELA	07/01/21 - 06/30/22	
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Science	07/01/21 - 06/30/22	
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Social Studies	07/01/21 - 06/30/22	
RIO LINDO ELEMENTARY	Newsela ELA	07/01/21 - 06/30/22	

Date of Signature:

RIO LINDO ELEMENTARY	Newsela Science	07/01/21 - 06/30/22
RIO LINDO ELEMENTARY	Newsela Social Studies	07/01/21 - 06/30/22
RIO PLAZA ÉLEMENTARY	Newsela ELA	07/01/21 - 06/30/22
RIO PLAZA ELEMENTARY	Newsela Science	07/01/21 - 06/30/22
RIO PLAZA ELEMENTARY	Newsela Social Studies	07/01/21 - 06/30/22
RIO REAL ELEMENTARY	Newsela ELA	07/01/21 - 06/30/22
RIO REAL ELEMENTARY	Newsela Science	07/01/21 - 06/30/22
RIO REAL ELEMENTARY	Newsela Social Studies	07/01/21 - 06/30/22
RIO ROSALES	Newsela ELA	07/01/21 - 06/30/22
RIO ROSALES	Newsela Science	07/01/21 - 06/30/22
RIO ROSALES	Newsela Social Studies	07/01/21 - 06/30/22
RIO VISTA MIDDLE SCHOOL	Newsela ELA	07/01/21 - 06/30/22
RIO VISTA MIDDLE SCHOOL	Newsela Science	07/01/21 - 06/30/22
RIO VISTA MIDDLE SCHOOL	Newsela Social Studies	07/01/21 - 06/30/22
RIO DEL SOL STEAM ACADEMY	Newsela ELA	07/01/21 - 06/30/22
RIO DEL SOL STEAM ACADEMY	Newsela Science	07/01/21 - 06/30/22
RIO DEL SOL STEAM ACADEMY	Newsela Social Studies	07/01/21 - 06/30/22

10.9



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.9 Child Care Service Contract with YMCA

Access Public

Type Action (Consent)

Fiscal Impact No

Recommended Action Approval of YMCA contract to provide before and after school care to families of Rio del Sol

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: Seven Rio schools receive funds for the After School Education and Safety (ASES) program to provide expanded learning opportunities for students. Rio del Sol does not receive such funding, and Rio del Sol families have expressed a need for childcare on campus. The YMCA has met the need for before and after school care on the Rio del Sol campus.

Rio Del Sol Childcare Proposal (1) (2).pdf (110 KB)

Rio School District MOU 2021-2022 (5) (1).pdf (78 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.

# Camarillo Family YMCA Child Care Proposal Rio Del Sol School

### **Program Objective**

To provide on site before and after school child care for students grades K-8. This program would be an educational based program that would give students the opportunity to learn in a hands on environment. The curriculum will include homework tutoring, staff to child mentoring, art, science, cooking, sports and outdoor play, as well as center exploration. The child care program will include opportunities for children to work independently as well as within a group setting.

The child care program will be California State Licensed, and as such, will maintain guidelines and ratios per those guidelines. Children will be engaged and challenged by the day to day programming and should be actively participating in the planning and preparation of the activities. The primary goal of the program to provide a safe nurturing environment where children are free to express themselves in a well supervised program, while at the same time have fun.

### Services

Services offered will be based on the need of the school. For instance, morning care will be provided from 7:00am until the start of school. Care will also be provided for early Transitional Kindergarten dismissal, as well as school holidays and teacher in – service days. The program will also cater to students dismissed at later times. A sample schedule would include, but would not be limited to the following:

```
Morning Centers, Open Program
7:00a-8:10am
CLOSED DURING CLASS TIME
11:30-2:20 Start of School Year Kindergarten enrichment
2:20-3:05 Snack and Homework tutoring (K-3)
3:05-4:00 Snack and Homework tutoring (4-8)
3:00-4:00 Outside Organized game (K-3)
4:00-4:30 Character Counts!
           Planned Project Time
4:30-5:30
                             Arts & Crafts
           Monday
           Tuesday
                             Science
           Wednesday
                             Cooking
                             outside Games
           Thursday
                             Student Choice
           Friday
           Inside Quiet Centers, table games, parent pick up
5:30-6:30
```

### Staffing

The program is a state licensed program, and therefore will operate under those regulations of a minimum of 1:14 ratio. Depending on enrollment, staffing will be adjusted to reflect this. There is a minimum of 2 staff required on campus at all times. Never will there be 1 child left alone with 1 adult. All staff are certified in CPR/First Aid. The Site Director of the child care center will hold a minimum of 12 ECE/CD units, as well as 3 units in administration. All staff have a minimum of 2 years experience working with children. Staff are fingerprinted and must clear before they can begin employment.

### Marketing/Advertising

Child care is a necessity for so many families. With the different end times, it allows families one pick up time for both primary and upper grade children. It also provides child care at the school where students have established friends.

On Site child care programs are desirable for families for the following reasons:

- No transportation required
- Students stay with children they are familiar
- Child fare and school personnel can work collaboratively on social and

Educational needs of the children

When marketing the on site program, it is important to highlight the above areas. The program will be advertised in the Newsletter, in the school office, in all kindergarten registration material, as well as at the Camarillo Family YMCA, and all publications the YMCA provides about child care. The program will also be advertised at open house and back to school nights, as well as kindergarten orientation.

### **Facilities**

Rio Del Sol School will provide facility space, as well as janitorial services, paper towels, toilet paper, and restrooms.

### **Financial Assistance**

The Camarillo Family YMCA is a charitable organization providing programs to all regardless of ability to pay. We are proud to offer assistance to all who qualify. An open doors application will be available for all families in need of assistance. The Camarillo Family YMCA is proud to provide over \$40,000 in

scholarships for child care and day camp families. Families can qualify for anywhere between 10% and 50% off the weekly rate.

### **Tuition**

3 days per week \$95 5 days per week \$115

Tuition is charged weekly, but enrollment is based off monthly. December and June are prorated. \$50 registration fee per family required 10% SIBLING DISCOUNT

The YMCA Program will offer full day care on most holidays and school breaks for those who sign up. A calendar is provided at the time of registration. There are additional fees associated with full day programs.

### CHILD CARE SERVICES AGREEMENT

This Service Agreement ("the Agreement") is made and entered into this 30th day of July, 2021 by and between Rio School district (hereinafter referred to as "District") and Camarillo Family YMCA, (Hereinafter referred to as "Provider".)

### **PROVIDER**

Camarillo Family YMCA Provider	805-484-0423 Phone	
3111 Village at the Park Dr. Street Address	805-388-7087 Fax Number	
Camarillo, CA. 93012 City, State, Zip code	Megan.voshell@ciymca.org E-mail address	
95-1643379 Tax Identification Number	566215644 License Number (if applicable)	

### Recitals:

A. District desires to engage Provider services as more particularly described in the "Services" section of the "Child Care Proposal" which is attached hereto and incorporated herein by this reference ("Services")

B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **CONDITIONS**. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
- 2. NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, joint venture, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall

have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefit, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

### 3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
- 4. **SERVICES**. Provider shall provide District with the services, services offered will be based on the need of the school. For instance, morning care will be provided from 6:45am until the start of school. Care will also be provided for early Kindergarten dismissal, as well as school holidays and teacher in service days. Sample Schedule
  - a. 6:45-8:10am Morning Centers, Open Program
  - b. CLOSED DURING CLASS TIME
  - c. 2:20-3:05 Snack and Homework tutoring (K-3)
  - d. 3:05-4:00 Snack and Homework tutoring (4-8)
  - e. 3:00-4:00 Outside Organized game (K-3)
  - f. 4:00-4:30 Character Counts!
  - q. 4:30-5:30 Planned Project Time

i. Monday Arts & Crafts

ii. Tuesday Scienceiii. Wednesday Cooking

iv. Thursday Outside Games

v. Friday Student Choice

h. 5:30-6:00 Inside Quiet Centers, table games, parent pick up

- TIME OF PERFORMANCE. The term of this Agreement shall commence on August 1, 2021 and terminate on June 30, 2022. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.
- 2. **PAYMENT AND EXPENSES**. All payments due to District are set forth in the "Facilities" section of the "Child Care Proposal", attached hereto and incorporated herein by this reference.

District shall send Provider periodic statements indicating District's fees and any current balance owed.

All payments due District are set forth in "Facilities" section of the "Child Care Proposal", and shall be paid by the Provider within 30 days of receipt of a proper invoice from District, which invoice shall set forth in reasonable detail. In the event that any portion of an invoice submitted by a District to the Provider is disputed, the Provider shall only be required to pay the undisputed portion of such invoice at any time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Facilities" section of the "Child Care Proposal", are not set by law, but are negotiable between Provider and District.

- 3. ASSIGNMENT AND SUBCONTRACTORS. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, subleases or transfer in violation of this Agreement shall be null and voice an of no force affect. Any attempted assignment, sublet or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement.
- 4. **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 60 days advance written notice. In the event of

cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 5. NOTICE. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assignees, and may be given by:
  - a. personal delivery;
  - b. Overnight commercial courier;
  - c. Certified or registered prepaid U.S. mail, return receipt requested; or
  - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Rio School District	<u>Camarillo Family YMCA</u>	
District	Provider	
Attn: Dr. Puglisi	Attn: Megan Voshell	
1800 Solar Dr., 3 <sup>rd</sup> Floor Street	3111 Village at the Park Dr.  Street	

Camarillo, CA. 93012	
City, State, Zip Code	

Oxnard, CA. 93030 City, State, Zip Code

 COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wage laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

- 7. **NON-DISCRIMINATION AND EQUAL EMPLOYEMENT OPPORTUNITY**Provider represents and agrees that it does not and shall not discriminate against any applicant for childcare, employee, or applicant for employment because of race, religion, color, sex or national origin.
- 8. 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, weather 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 Indemnification do not apply to any damage or losses caused solely by negligence of the District or any of its officers, agents, employees, and/or volunteers.

- 9. 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:
  - a. 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. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.
    In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employer's Liability 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.
  - b. <u>Commercial General Liability Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

<u>Each Occurrence</u> <u>Aggregate</u> \$1,000,000.00 \$2,000,000.00

Commercial General Liability insurance shall include products/completed operations, broad from 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.

c. <u>Automobile Liability</u>. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following coverage limits:

Personal Vehicles: \$500,000.00 single limit or

Child Care

\$100,000.00 per person/\$300,000.00 per accident

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 insured.

d. <u>Other Coverage as Dictated by the District</u>. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance Coverage:

<u>Each Occurrence</u> <u>Aggregate</u> \$1,000,000.00 \$2,000,000.00

<u>Certificate of Insurance.</u> Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, 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.

Abuse and Molestation

Providers' and any and all Provider subcontractor's Commercial General Liability insurance shall provide a list of endorsements and exclusions.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) 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.

<u>Failure to Procure Insurance</u>. 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.

Acceptability of Insurers. Insurance is to be placed with insurers with a current AM Best's rating of no less than A: unless otherwise acceptable to the District.

10. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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 Provider will have limited contact with students.

- e. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- f. Transportation Providers are required to comply with Education Code section 49406, Examination of Tuberculosis requirement. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or sub-providers of Provider have been examined and found free from active tuberculosis.
- g. Provider is in compliance with State and Ventura County Health officers orders of guidance, updating required guidelines as set forth.
- 15.**GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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. Provider herby wives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.

### 16. DISPUTE RESOLUTION

- a. The parties agree that in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorney's Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented In this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid

lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) are based. Arbitration shall be final and finding upon the parties and shall be the exclusive remedy for all claims subject hereto including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

- 17. **ATTORNEY 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 of arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
- 18. NATURE OF AGREEMENT. This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or

representations or agreements other than those obtained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

- 19. **BINING 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.
- 20. **WAIVER**. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
- 21.**SEVERABILITY**. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
- 22. **PARAGRAPH HEADINGS**. The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 23. **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. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
- 24. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY**. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

**DISTRICT RECLAMATION OF FACILITIES** Under the guidance of the Governor of the State of California, in accordance with guidelines and restrictions regarding maintaining social distancing in schools, the District reserves the right to reclaim its classrooms and facilities from YMCA with 60 days prior written notice.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District	<u>Camarillo Family YMCA</u>
School District	Provider
Ву:	
Signature	Signature
Dr. John Puglisi	Megan Voshell
Superintendent/Principal	Executive Director
Title	Title

10.10



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.10 Approval of the MOU between Rio School District and Ventura CountyOffice of Education

K12 Strong Workforce Program.

Access Public

Type Action (Consent)

Fiscal Impact No

Recommended Action Staff recommeds approval of the RSD and VCOE K12 Strong Work Force Program MOU.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

### Rationale:

SWP is a program established by the California legislature as an ongoing statewide funding opportunity. It is

designed to support K-12 Local Education Agencies (LEAs) in creating, improving, and expanding Career-

Technical Education (CTE) courses, course sequences, programs of study, and pathways for students transitioning

from secondary education to postsecondary education to living-wage employment.

RSD will receive through this partnership \$19,500 to engage in regional efforts with Oxnard Union High School District CTE Department to

align education services to meet the CTE Program Requirements minimum standards, for each of the three

grant work plan areas: (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.

VCOE.SWP.MOU.2020-2021.Rio\_20201001114453 (4) (2).pdf (7,432 KB)

### **Administrative Content**

### **Executive Content**

8/11/2021 BoardDocs® Pro

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.



### Memorandum of Understanding

# RIO SCHOOL DISTRICT And VENTURA COUNTY OFFICE OF EDUCATION

### K12 Strong Workforce Program - July 2020

This service contract sets forth the terms and conditions under which the VENTURA COUNTY OFFICE OF EDUCATION (hereafter referred to as VCOE), serving as the fiscal agent, and RIO SCHOOL DISTRICT serving as the local educational agency (hereafter referred to as LEA District), will work together to meet the deliverables of the K12 Strong Workforce Program (hereafter referred to as SWP), a program administered by the California Community Colleges Chancellor's Office (hereafter referred to as CCCCO).

SWP is a program established by the California legislature as an ongoing statewide funding opportunity. It is designed to support K-12 Local Education Agencies (LEAs) in creating, improving, and expanding Career Technical Education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

As a partner in this project the LEA District agrees to meet and adhere to the requirements of the SWP, as outlined below. Further, LEA District agrees to meet and adhere to the obligations of each of three grant work plans, as outlined in this document, one for each (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.

### **LEA District Responsibilities**

The LEA District assumes the following responsibilities:

- Districts shall collect and report Career Technical Education data to the California Department of Education, as applicable to middle school programming. The statewide tracking systems used includes California Longitudinal Pupil Achievement Data System (CALPADS).
- All SWP expenditures must be coded with goal code of 3800 (CTE).
- All funds must be expended by December 31, 2022.
- Funds must be held in separate accounts for each of the three work plans: (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP).
- Maintain and provide supporting documentation for all expenditures related to grant activities.
- Maintain all records for five years upon completion of the project.
- Solicit prior approval for expenditures in excess of \$5,000. Route approval requests through VCOE for approval. Purchases in excess of \$5,000 that are not approved will be the responsibility of the LEA.
- LEA District must engage in regional efforts with Oxnard Union High School District CTE Department to align education services to meet the CTE Program Requirements minimum standards, for each of the three grant workplan areas, Healthcare, STEM Design-Build, and Media & Entrepreneurship:
  - 1. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses

that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.

2. Provide pupils with quality career exploration and guidance.

3. Provide pupil services, including, but not limited to, counseling and leadership development.

- 4. Provide opportunities for students to participate in afterschool, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
- 5. Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.

6. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.

7. Reports data that can be used by policymakers, LEA's, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluation progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.

Meet reporting requirements, to include:

Annual reporting as required by the California Department of Education (CDE). LEA districts shall submit the required end-of-the-year files to California Department of Education by November 1, immediately following the fiscal year for which data are being reported;

 Participate in grant activity opportunities which may include field trips, student events, and additional professional development.

- Provide program and fiscal information to VCOE in support of SWP program and fiscal reporting requirements, when requested by VCOE. Such program and fiscal information shall be disaggregated in three separate accounts, for each of the three separate work plans: (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.
- Expend funds in accordance with Attachment A: Appendix B: Guidelines, Definitions, and Allowable Expditures; and in accordance with the three work plans outlined in this MOU.

### **VCOE** Responsibilities

VCOE assumes the following responsibilities:

- Reporting Requirements: VCOE shall complete program and fiscal reporting requirements related to the SWP.
- Facilitate pre-approval of expenditures in excess of of \$5000, upon request of LEA district.
- Provide programmatic guidance and support to carry out the SWP work plans.

### Term

The term of this MOU is July 1, 2020 - December 31, 2022, subject to all terms and conditions set forth herein.

### Funding

Funding for three work plans (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship are outlined in the section below, "Work Plans."

Upon execution of this MOU, in a timely manner VCOE shall release 70% of funds as outlined in the SWP Work Plan specifications; the remaining 30% shall be released to LEA district upon receipt of full funding from the CCCCO.

### Termination due to Cessation of State Funding

VCOE shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by VCOE of funds from the State government for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against VCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government to VCOE for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

### Insurance

VCOE and LEA District each participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for worker's compensation, general liability, and property coverage under the VCSSFA self-insurance program.

### Indemnification

VCOE and LEA District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

### Work Plans

Grant funds shall be expended in accordance with work plan details described herein:

Dollar Amount	WorkPlan	Work Plan Details/Grant Activities
\$2,000	(I) HEALTHCARE	Funds shall be expended for the express purpose of Career Exploration in middle school grades. Funds shall be expended for activities and/or curriculum in medical career elective, wheel exploratory, science, and/or PE classes, or lunch or outside the school day at organized school activities. Each site shall determine in what venue activities will take place, with learning module activities to focus on one or more of these medical/healthcare career exploration areas: diet/nutrition, exercise/heart rate monitors; basic first aid/CPR/Heimlich; babysitter certificate; Paxton-Patterson curriculum which uses authentic medical equipment in a variety of health science careers; Project Lead the Way Medical Detective curriculum; Lawrence Hall of Science, UC Berkeley medical related curriculum; or LEA District proposal of similar, handson project-based nature.
\$12,000	(II) STEM: DESIGN- BUILD	Funds shall be expended for the purpose of Career Exploration in middle school grades. Funds shall be expended for middle school career exploration activities to develop interest in STEM Design-Build career pathways and shall be project-based and/or hands-on activities.
\$5,500	(III) MEDIA & ENTREPRENEURSHIP	Funds shall be expended for the purpose of Career Exploration in middle school grades. Funds shall be expended for Middle school career exploration activities and/or curriculum and/or teacher training, in support of the integration of business & entrepreneurship industry sectors into Arts and Media curriculum/content, specifically for Kidz-N-Biz curriculum of the Youth Entrepreneurship Program and/or related content.

\$19,500 Total funds to LEA District - RIO SCHOOL DISTRICT

### **Notices**

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO VCOE:

LISA CLINE

EXECUTIVE DIRECTOR, INTERNAL BUSINESS SERVICES

VENTURA COUNTY OFFICE OF EDUCATION

5189 VERDUGO WAY CAMARILLO, CA 93010

(805) 383-1942

TO RSD:

DR. JOHN PUGLISI SUPERINTENDENT RIO SCHOOL DISTRICT 1800 SOLAR DRIVE OXNARD, CA 93030 (805) 485-3111

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

### Compliance with Laws

Each party to this contract will comply with all applicable laws.

### Construction of Covenants and Conditions

Each term and each provision of this contract will be construed to be both a covenant and a condition.

### **CONTACT PAGE**

### **VCOE**

### PROJECT DIRECTOR

Laurel Arnold
Executive Director, Career Education
465 Horizon Circle
Camarillo, CA 93010
Phone: (805) 437-1421

Email: larnold@vcoe.org

### **BUSINESS OFFICE**

Cynthia Bridges
Assistant Director, Budget & Accounting
5189 Verdugo Way
Camarillo, CA 93012

Phone: (805) 383-1933 Email: cbridges@vcoe.org IN WITNESS WHERE OF the parties hereto have executed this Contract.

### **SIGNATURES**

Dr. John Puglisi, Superintendent RIO SCHOOL DISTRICT	Date
Lua Clue	0606-91-6
Lisa Cline, Executive Director, Internal Business Services VENTURA COUNTY OFFICE OF EDUCATION	Date
Jemantine	9/17/20
Stan Mantooth, Superintendent VENTURA COUNTY OFFICE OF EDUCATION	Date



# Appendix B: Guidelines, Definitions, and Allowable Expenditures

# Guidelines, Definitions, and Allowable Expenditures

### Determining if a Cost is Allowable

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Strong Workforce Program Career Technical Education Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

### While the proposed cost is allowable under the funding source, is it also reasonable?

Reasonable is defined by the dictionary as agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with

prudence under the circumstances; and having no significant deviation from established prices.

### What are the guidelines of allocable?

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that have been approved by the Strong Workforce Program Career Technical Education Regional Consortium.

### What is supplanting?

Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Federal grant funds must supplement and not supplant state or local funds. Federal funds may not result in a decrease in state or local funding that would have been available to conduct the activity had Federal funds not been received. Federal funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Federal dollars. You must be able to demonstrate that Federal funds are added to the amount of state and local funds that would, in absence of Federal funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Federal funds.

### **Allowability of General Costs**

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations [2 CFR Parts 215 and 220]).

http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105 a21.pdf

The following table is an easy reference synopsis of allowability of general costs. As stated above, just because a cost is allowable via 2 CFR 215-220, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable, and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this document.

### **Allowability of General Costs**

BROWN CONTRACTOR OF THE STATE O	
	Advertising and Public weeks
Advertising and Public Relations	Relations:
Advisory Councils (if the RFA)	
reguires of allows Advisory Councils)	
	Alcoholic Beverages
	Alumni Activities
Audit Costs (regulred by Single)	
Audit Act)	
Augit Costs ((Lnot required by	
Single Attelf Actican be included in indirect cost rate	
approved by the California  Bepartment of Education)	
	Bad Debts

	Commencement and In Section Convocation Costs
ommunication Costs telephone, telegrams, postage, nessenger)	
Compensation for Personnel Services (Salary, wages, fringe Denefits)	
	Contingencies
Contributions or Donations Received (cash; property, services)	Contributions or Donations Received (cash, property services)
	Entertainment Costs 1: 2.7
Equipments	Equipment <sup>a</sup> of the property of the second s
Finesiand Renalties	Fines and Penalties
	Fundraising and hyestment co- Costs
	Gifts of Public Funds are never allowed (memorabilla; honoraria, gifts soulvenirs, etc.)
	Goods & Services for Personal V
	Improvements <sup>6</sup>
Indirect or Administrative Expenditures (rate approved by the California Department of Education):	
	Lobbying/
	Losses on Other Sponsored Agreements on Contracts

e angere con .

Materials & Supply Costs (only		
those actually used for		
performance of sponsored		
agreement)	The second secon	
Meetings and Conferences		Meetings and Conferences & A
	Memberships <sup>q</sup>	
Professional and Consultant		
Selvices		
Proposal Costs (only using		
indirect rate approved by the		
California Department of Education):		
Publication and Printing Gosts	Signature of the state of the s	
cost can only use the rate		
approved by the California		
Department of Education)		Andreas Comments and Comments a
Maintenance & Repair Costs <sup>to</sup>		Maintenance & Repair Costs(9)
(keeping:in efficient operating		(construction, remodelling, increasing value)
condition		Constitution of the Consti
		Student Expenses, Activities of a Direct Services 1001
		Selling and Marketing 2
Travel <sup>13</sup>	Out-of-State Travel13	Out-of-Country:Travel®#442

<sup>&</sup>lt;sup>1</sup> Advertising and Public Relations: The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term public relations includes community relations and means those activities dedicated to maintaining the image of the institution or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

ALLOWABLE Advertising costs are those that are solely for: (1) The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored agreement; (2) The procurement of goods and services for the performance of a sponsored agreement; (3) The disposal of scrap or surplus materials acquired in

the performance of a sponsored agreement except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Other specific purposes necessary to meet the requirements of the sponsored agreement.

ALLOWABLE Public Relations costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

**UNALLOWABLE:** Advertising and public relations costs include the following: (1) All advertising and public relations costs unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

- (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs;
- (4) Costs of advertising and public relations designed solely to promote the institution.
- <sup>2</sup> Entertainment Costs: Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.
- <sup>3</sup> Equipment: Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or \$5,000. Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

General Purpose Equipment – General purpose equipment furnishings, modular offices, telephone, networks, information technology equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Strong Workforce Program Career Technical Education Regional Consortium consider general purpose equipment and furnishings to be the responsibility of the local education agency and as such, it will not approve such expenditures.

- <sup>4</sup> Fines and Penalties: Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.
- <sup>5</sup> Gifts of Public Funds: If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This

would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

- <sup>6</sup> Improvements: Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.
- <sup>7</sup> **Lobbying:** Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging, or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.
- <sup>8</sup> Meetings and Conferences: Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs.

NOTE: Food is only allowed at meetings that require a working breakfast, lunch, or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases. The Strong Workforce Program Career Technical Education Regional Consortia are not allowing the cost of food be charged for outreach and/or student events.

- <sup>9</sup> Memberships: OMB only allows institutional memberships (not individual memberships), the Chancellor's Office Budget and Accounting Manual allows individual memberships that are required within a job description. If the K12 SWP applicant requests any (individual, institutional, or regional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Business, technical, and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.
- <sup>10</sup> Maintenance and Repairs: Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition, is allowable.
- <sup>11</sup> Student Expenses, Activities, or Direct Services: All forms of student aid are allowable only when the purpose of the sponsored agreement is to provide training to selected participants and the charge is approved by the sponsoring agency. Costs incurred for intramural activities, student publications, student clubs, and other student activities are unallowable.

10.11



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.11 VCOE and Rio Plaza Dual Immersion Professional Development MOU

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 35,255.00

Budgeted Yes

Budget Source Title III Funds

Recommended Action Staff recomends board approval of the VCOE and Rio Plaza Dual Immersion Professional

Development MOU. \$32,050.00 for CI staff plus additional

charges for supplies, materials and printing costs, if requested, for a total not to exceed

\$35,255.00.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

### Rationale:

The purpose of this summer professional development is to support teachers with the successful development of Dual Language integrated units and implementation of research-based strategies to support dual language learners and their families and is aligned to the Guiding Principles for Dual Language, the Three Pillars of Dual Language education, Spanish CCSS, CCSS, the CA ELA/ELD Framework, ELD Standards, and the EL Roadmap.

This year-round professional development opportunity will provide the Rio Plaza Dual Immersion Teachers with the opportunity to dive deep and analyze their work. Throughout the year, teachers will receive ongoing training and support with units and lesson development. In addition, they will be guided in completing

data analysis sessions that will help them determine what is working well, as well as what improvements need to be made. Teachers will benefit from coaching and feedback in regards to the strategies and lessons that they help develop. As a newly developed program, it is critical that teachers are provided with the support needed to create a successful Dual Immersion Program.

Rio 2021-22 Rio Plaza MOU.docx (20 KB)

8/11/2021 BoardDocs® Pro

### **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 BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of **Ventura County Office of Education**Department of Curriculum and Instruction staff in training the teachers and administrators of **Rio Plaza School**hereafter called "the school." The purpose is to support teachers with the successful development of Dual Language
integrated units and implementation of research-based strategies to support dual language learners and their
families and is aligned to the Guiding Principles for Dual Language, the Three Pillars of Dual Language education,
Spanish CCSS, CCSS, the CA ELA/ELD Framework, ELD Standards, and the EL Roadmap.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the school" and the Ventura County Office of Education will work together toward promoting implementation of intentional and aligned curriculum mapping, lesson planning and strategies for dual language instruction for up to 15 teachers and administrators per session and 100 family members. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

### 1. Ventura County Office of Education agrees to:

- a. Provide nine (6) full-day curriculum mapping and planning facilitated sessions, virtually and/or in-person as appropriate. The customized trainings will be facilitated by one (1) VCOE Curriculum and Instruction staff for a fee of \$10,500.00.
- b. Provide six (6) half-day facilitated formative assessment and data analysis sessions, virtually and/or inperson as appropriate. The customized trainings will be facilitated by one (1) VCOE Curriculum and Instruction staff for a fee of \$2,625.00.
- c. Provide four (4) full-days and three (3) half-days of customized trainings on dual language strategies with classroom coaching and feedback, virtually and/or in-person as appropriate. The customized trainings will be facilitated by one (1) VCOE Curriculum and Instruction staff for a fee of \$9,625.00
- d. Provide two (2) half-days of customized trainings on creating and sustaining family partnerships in dual language programs for teachers and three (3) half-days of dual language family workshops for families and teachers, virtually and/or in-person as appropriate. The customized trainings will be facilitated by one (1) VCOE Curriculum and Instruction staff for a fee of \$9,300.00
- e. Maintain ownership of all documents, data, and recordings, including chats, produced in the training sessions.
- f. Provide Zoom links for each session in addition to electronic handouts and/or participant slide deck of VCOE selected content for each participant for above training(s). If hardcopy handouts are requested by the school, VCOE graphic charges are to be paid by Rio Plaza School, not to exceed \$3,205.00.
- g. If the school requests a copy of the presentation, VCOE will provide a PDF copy to be used solely as a reference for participants who attended training(s).

### 2. Rio Plaza School agrees to:

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions if needed.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, supplies for teachers such as chart paper, markers, butcher paper, sentence strips, etc.) if needed.
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through consistent communication, needed resources, regular and virtual classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$32,050.00 for CI staff plus additional charges for supplies, materials and printing costs, if requested, for a total not to exceed \$35,255.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021 until June 30, 2022. Dates for support will be mutually determined.

For	the	Rin	Plaza	School
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Signature	Date
For the Ventura County Office of Education	
Antonio Castro, Ed.D., Associate Superintendent	Date
Lisa Cline, Executive Director, Business	Date

Internal Notes Updated June

Date

10.12



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.12 VCOE and Rio Plaza Dual Immersion Summer Professional Development 2021-2022

MOU.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 5,775.00

Budgeted Yes

Budget Source Title III Funds

Recommended Action Staff recomends approval of the VCOE and Rio Plaza Dual Immersion Summer Professional

Development 2021-2020 MOU. \$5,250.00 for CI staff plus additional

charges for supplies, materials and printing costs, if requested, for a total not to exceed

\$5,775.00.

### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: The purpose of this school-year professional development is to support teachers with the successful development of Dual Language integrated units and implementation of research-based strategies to support dual language learners and their families and is aligned to the Guiding Principles for Dual Language, the Three Pillars of Dual Language education, Spanish CCSS, CCSS, the CA ELA/ELD Framework, ELD Standards, and the EL Roadmap.

This summer professional development opportunity will benefit our teachers by providing them with the opportunity to prepare for the school year. The Dual

This summer professional development opportunity will benefit our teachers by providing them with the opportunity to prepare for the school year. The Dual Immersion program at Rio Plaza is in the beginning stages of implementation and it is critical that teachers are provided with the opportunity to get a deeper understanding of Dual Immersion, that they help develop units and lessons that are meaningful and tailored to the needs of the students at Rio Plaza. This summer professional development will ensure that our TK, Kinder and First Grade Teachers are prepared for the school year.

Rio 2021-22 Rio Plaza Summer MOU.docx (20 KB)

BoardDocs® Pro

### **Administrative Content**

### **Executive Content**

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## AGREEMENT BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT FOR PROFESSIONAL LEARNING

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the teachers and administrators of Rio Plaza School hereafter called "the school." The purpose is to support teachers with the successful development of Dual Language integrated units and implementation of research-based strategies to support dual language learners and their families and is aligned to the Guiding Principles for Dual Language, the Three Pillars of Dual Language education, Spanish CCSS, CCSS, the CA ELA/ELD Framework, ELD Standards, and the EL Roadmap.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the school" and the Ventura County Office of Education will work together toward promoting implementation of intentional and aligned curriculum mapping, lesson planning and strategies for dual language instruction for up to 15 teachers and administrators per session and 100 family members. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

### 1. Ventura County Office of Education agrees to:

- a. Provide three (3) full-day curriculum mapping and planning facilitated sessions, virtually and/or in-person as appropriate. The customized trainings will be facilitated by one (1) VCOE Curriculum and Instruction staff for a fee of \$5,250.00.
- b. Maintain ownership of all documents, data, and recordings, including chats, produced in the training sessions.
- c. Provide Zoom links for each session in addition to electronic handouts and/or participant slide deck of VCOE selected content for each participant for above training(s). If hardcopy handouts are requested by the school, VCOE graphic charges are to be paid by Rio Plaza School, not to exceed \$525.00.
- d. If the school requests a copy of the presentation, VCOE will provide a PDF copy to be used solely as a reference for participants who attended training(s).

### 2. Rio Plaza School agrees to:

For the Rio Plaza School

- a. Provide site and room for training, classroom for demo, and for debrief and planning sessions if needed.
- b. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, supplies for teachers such as chart paper, markers, butcher paper, sentence strips, etc.) if needed.
- c. Pay for and provide substitute teachers, as they are needed.
- d. Support professional learning through consistent communication, needed resources, regular and virtual classroom visits by school administrator to monitor and support implementation of new learning.
- e. Pay Ventura County Office of Education, \$5,250.00 for CI staff plus additional charges for supplies, materials and printing costs, if requested, for a total not to exceed \$5,775.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021 until June 30, 2022. Dates for support will be mutually determined.

Signature	Date
For the Ventura County Office of Education	
Antonio Castro, Ed.D., Associate Superintendent	Date
Lisa Cline, Executive Director, Business	Date

at.	

10.13

	*	



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.13 Approval of the Revised Contract with MICOP" Mixteco Indigena Organization Project

2021/2022

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 150,295.20

Budget Source G3 - A3 funds

Recommended Action Staff recommends board approval of the Revised Contract with MICOP".

#### **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale: Contract originally submitted was incorrect. Budget went from \$184,899.90 to \$150,295.20 because of a change in FTE from 2.5 to 2.0. Revised contract attached.

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 2021/2022:

- 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\_RIO SD 21-22 FINAL.docx.pdf (66 KB)

### **Administrative Content**

8/11/2021 BoardDocs® Pro

### **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 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 two Full-Time Equivalent promotores who will provide Mixteco translation services, outreach, resource and referral to the Mixteco community, conduct parent/family education workshops, participate in community meetings and collaborate with District staff and programs including services related to the Educational Services Department.
- 2. <u>COMPENSATION AND TERM</u>. In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of \$39.14 per <u>hour</u> for full-time Promotor(a), not to exceed \$150,295.20 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 confidentially of any such material produced.
- **8. ASSIGNMENT**. The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.
- **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.

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_X Cont A)	ractor is required to	o comply with	fingerprint cer	tification.	(See Appendix
IN WITNESSET year first above	H WHEREOF, the written.	parties heret	o have set thei	r hands on	the day and
RIO SCHOOL D	DISTRICT				
Principal/Departme	nt Head		Date		
Assistant Superinte	ndent for Business Se	ervices	Date		
Superintendent or o	designee		Date		
CONTRACTOR					
Authorized Signatu Arcenio Lopez, Exe Mixteco/Indigena C 520 West 5 <sup>th</sup> St. Oxnard CA 93030			Date		
Tax ID # (re	quired W-9 attachr	ment)			
Address					
Phone	F	=ax #			
e-mail address					

# APPENDIX B – CERTIFICATION OF FINGERPRINTING

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

l.	Identification of th	e Part	ies:			
trans	lation services, outre	ach an	d resource	and referral	contractor, consultant. My nool District to provide Mix to the Mixteco community n Code section 45125.1.	y teco to the
II.	Certifications					
I mak	e the following certif	cations	under pe	nalty of perju	ry:	
empl Depa serio	oyees or independen ortment of Justice has	t contra ascert s define	actors to c tained that ed in Pena	ome in conta t the person h	t nor Shall I permit any of roct with pupils <u>until</u> the nas not been convicted of an 1192.7© and 667.5.	
asce indep been	rtained by the Depart pendent contractors,	ment o ncludin	f Justice, a ng myself,	and I certify the who may cor	gerprinting information hat none of my employees ne in contact with pupils have. (Education Code section	ave
C. indep	I have attached to t				ne names of my employee pupil. (Education Code se	
	lare under penalty of nation provided abov				State of California that the	•
Date	d:	202	_ at		(City) California.	
	Signature					

10.14



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.14 Contract for Social Emotional Service Specialist for the 2021-2022 School Year.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 194,400.00

Budgeted Yes

Recommended Action Staff recommends approval of the Contract for Social Emotional Service Specialist

### **Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

## Rationale:

Due to the social emotional needs for students in the district and in order to meet those needs as determined by students' Individualized Education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for the services for 1 FTE plus 5 hours for social emotional support services during the 2021-2022 school year.

The contracted Social Emotional Services Specialist will be held to the same standard as district employees and will be provided training to ensure the they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student's IEPs. The contracted Social and Emotional Services Specialist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

Ventura County SELPA Social Emotional Services Agreement.pdf (414 KB)

#### **Administrative Content**

### **Executive Content**

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# **AGREEMENT**

# FOR SOCIAL/EMOTIONAL SERVICES SPECIALIST

2021-2022

This will serve as an agreement with Rio School District to cover hourly costs for services provided by VC SELPA staff as follows:

Social/Emotional Services Specialist

Rev. 5/2019

Hours/Days per week: 45 hours per week
Cost per hour: \$90.00 per hour
Formula: $(45 \text{ hrs/wk x } \$90/\text{hr}) = \$4,050.00 \text{ x } 48 \text{ weeks} = \$194,400.00$
This is an eleven-month program, from September 1 <sup>st</sup> -July 31 <sup>st</sup> each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees only, in which case district will be billed September 1 <sup>st</sup> to June 30 <sup>th</sup> only.
SELPA Social/Emotional Services Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.
The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. <i>Prior authorization by District Administrator must be obtained</i> if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.
Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations compensation time, and sick leave or in-service.
The SELPA Director will work with Social/Emotional Services Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.
The District Special Education Director will receive a quarterly statement noting amount spent. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.
*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.
This agreement is in effect from September 1, 2021 through July 31, 2022.
District Administrator Yella Willey sauce
Title Director of Pupil Services Date 8/4/2021
SELPA Director Name 1/2/2021

10.15



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.15 Contract for Occupational Therapy Services with Ventura County SELPA for the 2021-

2022 School Year.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 163,200.00

Budgeted Yes

Recommended Action Staff recommends approval of Contract for Occupational Therapy Services with Ventura County

SELPA for the 2021-2022 School Year.

### **Public Content**

Speaker: Nadia Villapudua

#### Rationale:

Due to a shortage of qualified Occupational Therapists applying directly to the district for positions and in order to meet the needs determined by students' Individualized Education plans, the Pupil Personnel Services Department has found it necessary to contract with the Ventura County SELPA for the services for 1 FTE Occupational Therapist Position during the 2021-2022 school year.

The contracted Occupation Therapist will be held to the same standard as district employees and will be provided training to ensure the they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student's IEPs. The contracted Occupational Therapist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

Ventura County SELPA Occupational Therapy Agreement.pdf (475 KB)

### **Administrative Content**

BoardDocs® Pro

#### **Executive Content**

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# VENTURA COUNTY SELPA

# **AGREEMENT**

# FOR OCCUPATIONAL THERAPY SERVICES

2021-2022

This will serve as evidence of <u>Rio School District</u> commitment to cover hourly costs for services provided by Ventura County SELPA staff as follows:

Occupational Therapy (Includes services by Occupational Therapist (OT) -or- Certified
Occupational Therapy Assistant (COTA) Hours/Days per week: 40 Hours per week
Cost per hour: \$85.00 -OTR; \$75.00 -COTA
\$85 x 40 Hrs/Wk =\$3,400.00 x 48weeks=\$163,200.00  This is an eleven-month program, from September 1st-July 31st each year. SELPA OTs and COTAs and are classified employees of the Ventura County Superintendent Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations. Some staff are ten-month employees, in which case district would be billed for September 1st to June 30th only.
SELPA OTs and COTAs and District Administrator will work together to develop a schedule of duties to best meet the District's needs. The SELPA director will assign staff to districts according to scheduling requirements, which may change during the term of this agreement. SELPA OTs and COTAs will be accountable to the District for carrying out these duties, and will keep a log of all <b>direct services</b> to students, with teacher/paraeducator signature as verification. Other duties such as assessments, reports, phone calls, and meetings will not be logged.
The District will be responsible for costs for OTs and COTAs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour, to be used September 1- July 31. If additional time is necessary beyond regular schedule to complete assessments, the district will be billed accordingly.
Acceptable reasons for not providing regularly scheduled direct services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or inservice.
SELPA Director will work with staff to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the OT or COTA's schedule. SELPA Director will provide supervision to staff.
SELPA Director will forward quarterly invoices for services to District for payment. Questions or concerns should be forwarded to the SELPA Director or Secretary, Juanita Delgadillo.
*Please note, in the event of district's need to reduce hours, the SELPA must be given 90 days notice of the district's intent to reduce hours. If a 90 day notice is not given, the district will be billed during that period for the original contracted hours.
This agreement is in effect from September 1, 2021 thru July 31, 2022.
District Administrator Jadu Hellipsdess
District Administrator <u>Jadus Mellyrders</u> Title <u>Director of Popil Services</u> Date 8/4/2021
SELPA Director Date 4/12/2/

10.16



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.16 Service Contracts with Ventura County SELPA for Adaptive PE, Deaf and Hard of Hearing

Services, Orientation and Mobility Services, and Physical Therapy Services for the 2021-2022

School Year

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 105,000.00

Budgeted Yes

Recommended Action Staff recommends approval of the Service Contracts with Ventura County SELPA for Adaptive

PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy

Services for the 2021-2022 School Year.

#### **Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

### Rationale:

Rio School District does not have a large enough need to fund any full time specialists in the areas of Adaptive PE, Deaf and Hard of Hearing Services, Orientation and Mobility Services, and Physical Therapy Services. However, these services are required by law when appropriate to meet the needs of individual students living in the district and included in a pupil's individualized education plan. In order to meet these needs Rio contracts with Ventura County SELPA and pays a proportionate share of the salaries for the individuals based on the amount of time spent serving students in Rio for 2021-2022 school year.

Contracted specialists are held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. Contracted specialists will attend regular district trainings in order to build rapport within the department and strengthen district special education programs. The estimated costs for these services is based on current number of students with these services identified in their IEP.

Ventura County SELPA APE, DHHS, OMS and PTS Agreement08062021113643.pdf (1,343 KB)

8/11/2021 BoardDocs® Pro

#### **Administrative Content**

#### **Executive Content**

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# **AGREEMENT**

# ADAPTED PHYSICAL EDUCATION (APE) SPECIALIST

2021-2022

This will serve as an agreement with Rio School District to cover the proportional share of costs for services provided by VC SELPA staff as follows:

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

SELPA Adapted Physical Education Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Adapted Physical Education Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a bi-yearly statement noting amount due. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from September 1, 2021 through June 30, 2022.

District Administrator _	Jada Well- plee.	2		_
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Title Virely of	P. S. J. Sirrur	Date	8/4/2021	
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SELPA Director	Sich this	_	Date 4/2.6/21	
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# **AGREEMENT**

# DEAF/HARD OF HEARING (DHH) SPECIALIST

2021-2022

This will serve as an agreement with <u>Rio School District</u> to cover the proportional share of costs for services provided by VC SELPA staff as follows:

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

SELPA Deaf/Hard of Hearing Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. *Prior authorization by District Administrator must be obtained* if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Deaf/Hard of Hearing Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a bi-yearly statement noting amount due. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from September 1, 2021 through June 30, 2022.

District Administrator Mackethellephus

Title Director Popil Services Date 8/4/2021

SELPA Director Date 4/26/21

# **AGREEMENT**

# ORIENTATION AND MOBILITY SPECIALIST

2021-2022

This will serve as an agreement with Rio School District to cover the proportional share of costs for services provided by VC SELPA staff as follows:

This is a ten month program, from September 1st-June 30th each year. SELPA staff are certificated

employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

SELPA Orientation and Mobility Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for

other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Orientation and Mobility Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a bi-yearly statement noting amount due. The SELPA will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from September 1, 2021 through June 30, 2022.							
District Administrator _	ypeder Villepedus	<u> </u>					
	el Ropil Serving,	Date 3/_	7/2021				
SELPA Director	Ep. M. five		Date				

# **AGREEMENT**

### PHYSICAL THERAPY SPECIALIST

2021-2022

This will serve as an agreement with Rio School District to cover the proportional share of costs for services provided by VC SELPA staff as follows:

This is an eleven month program, from September 1<sup>st</sup>-July 31<sup>st</sup> each year. SELPA staff are classified employees of the Ventura County Office of Education (VCOE) and will be paid for any regularly scheduled work day of the VCOE, regardless of District calendar, including paid vacations.

SELPA Physical Therapy Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with Physical Therapy Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.

The District Special Education Director will receive a bi-yearly statement noting amount due. VCOE will bill the district directly, unless another account has been indicated by the District Special Education Director.

This agreement is in effect from September 1, 2021 through July 31, 2022.

District Administrator Vadio Wellandera	
Title Direct of Popel Forces Date	8/4/2021
SELPA Director Enhance	Date 4/26/21

10.17



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.17 Contract with EBS for Speech and Language Services Agreement.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 118,134.00

Budgeted Yes

Recommended Action Staff recommends approval of the Contract with EBS for Speech and Language Services

Agreement.

### **Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

### Rationale:

Due to a last minute resignation, the PPS department has found a need of contract with Educational Based Services to contract for a 1.0 FTE speech and language pathologist. The contracted Speech Pathologist will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student's IEPs. The contracted Speech Pathologist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

EBS Service Agreement.pdf (169 KB)

### **Administrative Content**

#### **Executive Content**

8/11/2021 BoardDocs® Pro

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# EBS (EDUCATIONAL BASED SERVICES) SERVICE AGREEMENT

This agreement executed on the date last set out herein is between Educational Based Services, Inc., a Pennsylvania corporation hereinafter referred to as "EBS" and Rio Elementary School District, hereinafter referred to as "School System".

### 1. Terms of Agreement

The terms of this Agreement shall commence on August 6, 2021.

### 2. Engagement

School System hereby engages EBS to supply Psychologists / Physical Therapists / Occupational Therapists / Speech Therapists / Special Education Teachers (hereinafter "Therapist") during the term hereof as School System shall require to staff its facilities. School System understands and agrees that EBS has spent a lot of time, effort, and money in recruiting said professionals and that EBS is supplying resumes to School System with the intent of securing a contract.

### 3. Status of EBS

All Therapists assigned to School System, pursuant to this Agreement shall, for all purposes under this Agreement, be obligated to the provisions attached in Addendum A (which would be the confirmation of the placement of a therapist).

EBS shall provide general and professional liability insurance for all of its employees at a rate of \$1,000,000 per occurrence and \$3,000,000 in Aggregate.



# 4. <u>Documentation</u>

EBS shall provide School System the necessary material to keep on file with documentation which establishes that EBS has, in effect, current insurance policies with respect to the following:

# A. Worker's Compensation

B. General and Professional liability insurance as required in paragraph 3 listed above. EBS shall give School System written notice prior to the cancellation of any of the above mentioned policies.

# 5. Qualifications of Healthcare Professionals

EBS shall maintain and make available to School System, current profiles for each therapist consisting of an application, skill checklist, current license issued by the State where School System is located, two work references and a copy of a current physical examination which includes a PPD test early or the results of a chest x-ray within the year, Rubella Titre, and Varicella Titre.

- A. Each therapist (Registered/Licensed) shall carry a copy of his or her license and shall present said license to School System Administration, if requested.
- B. Each therapist shall have at least two work references which shall be documented at EBS headquarters office.

### 6. Staffing Requirements

Requests from the School System for staffing will be made in writing to EBS in as much advance notice as possible, with routine updates of open assignments. Each therapist will be scheduled for a guaranteed minimum of 37.5 regular hours within a one-week period. Overtime hours are paid after 40 hours are worked within a one week period of time. Overtime rate will be paid at time and one-half per hour or agreed upon rate.

Overtime hours may be offered by School System and worked only by mutual agreement with the therapist.

The following holiday rates will be billed at time and one-half per hour: Holiday's to be considered are those observed by the School System. These holidays can be re-evaluated by the School System.



Cancellation of a scheduled shift may occur only with the mutual agreement between the School System and the therapist. Such canceled hours will be without pay by the School System and without penalty to the Therapist by EBS.

School System will directly pay Therapist current per mile rate for travel performed by Therapist for School System; such travel would include home visits or travel between facilities/schools operated by School System.

### 7. Non-Solicitation

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ the EBS therapist performing services hereunder. With prior approval from EBS, School System may hire a therapist, provided School System pays EBS a placement fee of fifty percent (50%) of the therapist's total annual compensation package paid by the School System. Payment is due upon receipt of invoice.

### 8. Right to Dismiss

If in the professional judgment of School System Administration, a therapist referred by EBS is incompetent, negligent, or has engaged in misconduct, School System may require therapist to leave the School System premises, and shall inform EBS of this action immediately. School System's obligation to compensate EBS for such therapist's services shall be limited to the hours actually worked by such therapist.

### 9. School System Policies and Procedures

While providing services at School System, therapists shall comply with all provisions of the licensing law under which he or she is licensed; with regulations promulgated there under; and with facility policies adopted by the School System to protect the health and welfare of student's. School System shall provide orientation for therapists wherein general policies and procedures as well as high tech and specialty procedures of the School System related to the rendering of therapists care in the facilities will be explained.

### 10. <u>Liaison</u>

EBS shall provide a 24 hour liaison to the School System to resolve any problems that may occur.



## 11. Billing

School System agrees to pay EBS for its service hereunder in accordance with the negotiated rate set forth between School System and EBS. EBS shall render weekly/bi-weekly invoices therefore and payment shall be due within thirty (30) days of invoice date.

A monthly late fee of 1.5% will be assessed on unpaid balances for each invoice over thirty (30) days. Any late fees due for late payments will be included in School System's next payment to EBS.

# 12. Notice

Any notice required under this agreement shall be in writing and sent to the parties at the following addresses:

### **School System:**

Rio Elementary School District 1800 Solar Drive, Third Floor Oxnard, CA 93030

By Nadia Villapudua

Title Pupil Personnel Director

Date 08/06/2021

#### EBS:

Educational Based Services, Inc. 200 Skiles Blvd West Chester, PA 19382

By <u>Steve Benner</u>

Title Special Education Coordinator

Date 8/6/2021



To: Nadia Villapudua

Date: 8/6/2021

Re: Confirmation for Bianca Lopez

This letter is to confirm that Bianca Lopez will be working at Rio Elementary School District as a SLP through Educational Based Services, Inc. Bianca's assignment will as soon as her CA certification is issued and will run through 6/30/2022 with a guaranteed minimum of 37.5 hours per week. The length of her assignment is guaranteed. The bill rate is \$87.50 per hour. Scheduled school time off during this period will include [to be determined per school calendar]. If any holidays are worked during this period time worked will be billed at time and one half. Overtime will be billedat time and one half for hours worked in excess of forty (40) hours per week. If therapistis required to work at more than one school, one school shall be designated as the therapist's base school and mileage shall be paid directly by the school system to the therapist for travel to and from the other facilities at the schools current per mile rate; in addition, actual travel time will be billed at the rate of \$87.50 per hour. The therapist willpresent the school system with weekly time sheets, which are to be signed by an authorized individual of the school system; Nadia Villapuda [please fill in the name of the individual authorized to sign time sheets]. These time sheets are used for billing purposes and payment is to be made for all hours signed off on by the authorized individual.

At no time during the term hereof, and for a period of two (2) years after termination, School System shall not, directly or indirectly, by itself or through any affiliated entity or any other contract companies, solicit or attempt to employ Bianca Lopez.

Educational Based Services (EBS)

Authorized Signature	Steve Benner
Title	Special Education Coordinator
Date	8/6/2021
Rio Elementary School District Authorized Signature	
Title	Pupil Personnel Director
Date	08/06/2021

Please have this confirm signed by an authorized individual and email back



## Please complete & make corrections where necessary:

SCHOOL SYSTEM: Rio Elementary School District

Invoicing info	STEM INFORMATION SHEET ormation:	•
	ADDRESS TO BILL:	1800 Solar Drive, Third Floor
	Attention: Phone Number: Fax Number:	Nadia Villapudua 805-485-1442 805-981-2140
	Bianca Lopez REPORTING INFORMATION	I
Schools emplo	oyee will be working at?	
Address of the	e schools?	
What time sho	ould employee report?	
To whom shou	uld employee report?	
School/depart	ment phone number?	
Employees da	ily work hours?	
Dress code:		
Individual auth	orized to sign employee's tim	e sheets: Nadia Villapudua
Other informat	tion which may be useful to em	nployee:



## **Signature Authorization for Contractor Time sheets:**

School System:	Rio Elementary School District
Therapist:	Bianca Lopez
	resent the School System with weekly time sheets, which are authorized individual at the School System; These time sheets are used for
billing purposes and authorized individua	d payment is to be made for all hours signed off on by the
Signature:	
Title:	Pupil Personnel Director
Printed Name:	Nadia Villapudua
Dated:	8/06/2021



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.18 Contract with County for Para Educator Support for the 2021-2022 School Year.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 260,000.00

Budgeted Yes

Recommended Action Staff rrecommends approval of the Contract with VCOE for Para Educator Support for the

2021-2022 School Year.

#### **Public Content**

Speaker: Nadia Villapudua, DIrector of Pupil Personnel Services

## Rationale:

Students currently receiving special education services through VCOE often need additional supports within the classroom setting that the home district is required to pay as part of ongoing services for 2021-2022 school year

There is currently a renewal contract for those services deemed necessary for each individual student's free and appropriate public education. These services are reviewed at each student's IEP meeting annually to determine ongoing need and whether or not the services can be reduced or removed to meet students' needs in the least restrictive environment.

Individual student contracts on file.

## **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

8/11/2021 BoardDocs® Pro

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.



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.19 Maxim Helath Care Services Agreement for the 2021-2022 School Year.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 202,000.00

Budget Source Covid 19 Funds

Recommended Action Staff recommends approval of the Maxim Helath Care Services Agreement for the 2021-2022

School Year.

## **Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

## Rationale:

Licenced Vocational Nurses (LVN's) are needed at sites to assist and support with the implementation of COVID-19 site safety measures, procedures and protocols and support the health needs and well-being of students and staff.

Contracted LVN's are held to the same standard as district employees and will be provided training to ensure that they are able to appropriately service the health needs of students. Contracted LVN's will attend regular district trainings in order to build rapport within the Rio School District.

The estimated costs for these services is based on 8 LVNS.

## **Administrative Content**

## **Executive Content**

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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.



Meeting

Aug 18, 2021 - RSD Regular Board Meeting

Category

10. Consent

Subject

10.20 Approval of the 2021/2022 Consolidated Application for Funding

Access

Public

Type

Action (Consent)

Recommended Action

Staff recommends approval of the 2021/2022 Consolidated Application for Funding.

## **Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Each school year school districts in the state of California apply for the The Consolidated Application (ConApp) "categorical" funds. The "ConApp" needs to be board approved by each district. The attachment contains the ConApp for the 2021-2022 school year. This is the process (website application) the California Department of Education (CDE) distributes categorical funds from various state and federal programs to school districts. CDE Collects data each Spring and for the 2021-2022 school year CDE will collect the following data,

- 2021-22 Data Collections
- Certification of Assurances
- Protected Prayer Certification
- Local Control and Accountability (LCAP) Federal Addendum Certification
- · Application for Funding
- Nonprofit Private School Consultation
- Title III English Learner Student Program Subgrant Budget
- Title III Immigrant Student Program Subgrant Budget
- Substitute System for Time Accounting

### **Records Retention**

Each recipient of federal funds under any applicable program through any grant, subgrant, cooperative agreement, loan, or other arrangement shall keep records which fully disclose the amount and disposition by the recipient of those funds, the total cost of the activity for which the funds are used, the share of that cost provided from other sources, and such other records as will facilitate an effective financial or programmatic audit. The recipient shall maintain such records for three years after the completion of the activity for which the funds are used. (United States Code (USC) Title 20, Chapter 31, Subchapter III, Part 4, Section 1232f[a])

The Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, for the purpose of audit examination, to any records maintained by a recipient that may be related, or pertinent to, grants, subgrants, cooperative agreements, loans, or other arrangements to which reference is made in subsection (a) of this section, or which may relate to the compliance of the recipient with any requirement of an applicable program. (USC Title 20, Chapter 31, Subchapter III, Part 4, Section 1232f[b])

### Approval is required.

AppforFndng (2).pdf (6 KB)

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## **Administrative Content**

## **Executive Content**

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## **California Department of Education**

**Consolidated Application** 

Rio Elementary (56 72561 0000000)

Status: Certified Saved by: Celeste Perdue Date: 7/21/2021 5:01 PM

## 2021-22 Application for Funding

## **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, <a href="mailto:conAppSupport@cde.ca.gov">conAppSupport@cde.ca.gov</a>, 916-319-0297

## **Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/18/2021
---	------------

## **District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name	Armando Vargas
(non-LEA employee)	
DELAC review date	08/11/2021
Meeting minutes web address	https://rioschools.org/
Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment	
If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

## **Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant)	Yes
ESSA Sec. 1111 et seq. SACS 3010	
Title II, Part A (Supporting Effective Instruction)	Yes
ESEA Sec. 2104 SACS 4035	
Title III English Learner	Yes
ESEA Sec. 3102 SACS 4203	
Title III Immigrant	Yes
ESEA Sec. 3102 SACS 4201	

\*\*\*Warning\*\*\*

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## **California Department of Education**

## **Consolidated Application**

Rio Elementary (56 72561 0000000)

Status: Certified Saved by: Celeste Perdue Date: 7/21/2021 5:01 PM

## 2021-22 Application for Funding

## **CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support)	Yes
ESSA Sec. 4101 SACS 4127	

Report Date:8/9/2021

Page 2 of 2



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.21 Approval of Resolution No. 21/22-02 for the Notice of Completion of Project 21-03L,

Modular Classroom Building Electrical Service at RDV by Taft Electric Company

Access Public

Type Action (Consent)

Recommended Action 
It is recommended that the Board approve Resolution No. 21/22-02 for the Notice of

Completion of Project 21-03L, Modular Classroom Building Electrical Service at RDV by Taft

**Electric Company** 

#### **Public Content**

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Project #21-03L for the Modular Classroom Building Electrical Services at Rio Del Valle has been completed. All contract installation requirements have been satisfied by Taft Electric Company and a Notice of Completion should be filed with the County.

NOC Taft Electric Co..pdf (28 KB) Resolution 21-22-02 NOC Taft Electric (1).pdf (416 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 August 03, 2021

Subject:

Measure L Projects

**Rio School District** 

Oxnard, CA

Re:

Project #21-03L Modular Classroom Building Electrical Service RDV

Recommendation to Request Board approval for issuance of Notice of Completion

For Taft Electric Company.

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 #21-03L Modular Classroom Building Electrical Service RDV. All contract installation requirements have been satisfied by Taft Electric Company for Bid #21-03L.

The final contract amount is as follows.

Taft Electric Company

Base Agreement \$ 209,900,00

**Taft Electric Company** 

Total Change Order Amount \$ 4,961.00

FINAL Cost \$ 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
Jesus Muguerza Ibarra, Balfour Beatty

1

#### **RIO SCHOOL DISTRICT**

# RESOLUTION NO. 21/22-02 NOTICE OF COMPLETION OF PROJECT NO. 21-03L BY TAFT ELECTRIC FOR RIO DEL VALLE MODULAR CLASSROOM PLUMBING SERVICES

WHEREAS, pursuant to RSD Project No. 21-03L, the Rio School District ("District") contracted with Taft Electric for services related to the Modular Classroom Electrical at Rio Del Valle, and

WHEREAS, Contractor subsequently commenced the work on Project No. 21-03L; and

WHEREAS, on August 3, 2021, the project construction manager confirmed that the work for Project No. 21-03L 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. 21-03L. 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 18th day of August, 2021 by the following vote on roll call:

NOES: ABSENT:	
ABSTAIN:	
	Cassandra Bautista, President of the



Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.22 Approval of Resolution No. 21/22-01 for the Notice of Completion of Project 19-0068-

015, Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing, and

Door Hardware at Rio Del Sol, Building C by Best Contracting Services, Inc.

Access Public

Type Action (Consent)

Recommended Action It is recommended that the Board approve Resolution No. 21/22-01 for the Notice of

Completion of Project 19-0068-015, Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware at Rio Del Sol, Building C RDV by Best

Contracting Services, Inc.

#### **Public Content**

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

## Rationale:

Project #19-0068-015 for Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware at Rio Del Sol STEAM Academy, Building C, by Best Contracting Services, Inc. has been completed. All contract installation requirements have been satisfied by Best Contracting Services, Inc. and a Notice of Completion should be filed with the County.

Resolution 21-22-01 NOC Best Contracting Services, Inc..pdf (430 KB)

NOC Best Contracting Services.pdf (26 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 Drive, 3<sup>rd</sup> Floor Oxnard, CA 93030 Attn; Dr. Puglisi July 27, 2021

Subject:

Measure L Projects

Rio School District

Oxnard, CA

Re:

Project #19-0068-015 Rio Del Sol, STEAM Academy, Building C

Recommendation to Request Board Approval for Issuance of Notice of Completion Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and

Door Hardware

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 #19-0068-015 Rio Del Sol, STEAM Academy, Building C. All contract installation requirements have been satisfied by Best Contracting Services, Inc. for Bid Package #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware. The final contract amount is as follows;

Best Contracting Services, Inc. Base Agreement
Best Contracting Services, Inc. Total Change Order Amount

\$ 1,141,250.00

97,434.72)

**FINAL Cost** 

\$ 1,043,815.28

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

Respectfully,

Jesus Muguerza Ibarra

Assistant Project Manager, Balfour Beatty

CC.

Wael Saleh, Rio School District Dennis Kuykendall, Balfour Beatty

#### **RIO SCHOOL DISTRICT**

# RESOLUTION NO. 21/22-01 NOTICE OF COMPLETION OF PROJECT NO. 19-0068-015 BY BEST CONTRACTING SERVICES, INC. FOR RIO DEL SOL, BID PACKAGE #7

WHEREAS, pursuant to RSD Project No. 19-0068-015, the Rio School District ("District") contracted with Best Contracting Services, Inc. for services related to Bid Package #7, Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware; and

WHEREAS, Contractor subsequently commenced the work on Project No. 19-0068-015; and

WHEREAS, on July 27, 2021, the project construction manager confirmed that the work for Project No. 19-0068-015 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. 19-0068-015. 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 18th day of August, 2021 by the following vote on roll call:

= '	
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	-
	Cassandra Bautista, President of the
	Board of Trustees



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.23 Approval of Change Order #1 from EJS Construction, Inc. for the replacement of the

cabling to the Fire Alarm System at Rio Del Norte.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 14,511.35

Budgeted Yes

Budget Source Measure L Funds

Recommended Action It is recommended that the Board Approve Change Order #1 from EJS Construction, Inc. for

the replacement of cabling to the Fire Alarm System at Rio Del Norte.

### **Public Content**

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

An unforeseen condition was discovered in Buildings C, D, F, H & J at Rio Del Norte where the existing fire alarm system wire cables that goes to each fire alarm device has had a splice made in a junction box to complete the installation. Splicing of fire alarm cables is not allowed by DSA and is not Code Compliant. DSA requires this to be replaced.

CHANGE ORDER EJS.pdf (1,346 KB)

### **Administrative Content**

#### **Executive Content**

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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 July 26, 2021

Attn; Dr. Puglisi

Subject:

Rio Del Norte Elementary School

Re:

Project 21-11L Rio Del Norte Classroom Ceilings

EJS Construction, Inc.

Recommendation to Approve CO #1 to EJS Construction, Inc.

Dear Dr. Puglisi,

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

1) CO#1-EJS Construction, Inc. Remove and Replace Fire Alarm System Cabling in Buildings, C, D, F, H & J at Rio Del Norte Elementary School.

14.511.35

\$ 1,363,700.00

\$ 1,378,211.35

\$14,511,35

Total CO #1
Previous Approved CO's
Original Contract
Revised Contract

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 Kuykendali, Balfour Beatty

Jesus Muguerza Ibarra

### Rio School District 1800 Solar, 3<sup>rd</sup> Floor Oxnard, Ca 93030

<u>CO 1</u> 07-26-2021

PROJECT NO: RSD 21-11L

**CO NO: 1** 

PROJECT NAME: Rio Del Norte Classroom Ceilings

**CONTRACTOR: EJS Construction** 

SCOPE OF WORK: SEE ATTACHED

#### COST:

Original Contract Amount	\$ 1,363,700.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 14,511.35
Adjusted Contract Amount	\$ 1,378,211.35

### TIME:

Original Contract Completion Date	September 2021
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	September 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: EJS Construction, Inc.
Ву	Ву
Date	Date
District Architect; KBZ	District PM/CM; Ballour Beatty Construction
Ву	Ву
Date	pate

PCO to Contract Rio Bid RSD #21-11L

CO #1

7/26/2021

Rio Del Norte Classroom Ceilings (EJS)

### **Original Contract**

\$ 1,363,700.00

	GC No.	Description	Reason	Cost/Credit
1		Remove and Replace Fire Alarm System Cabling in Buildings C, D, F, H & J	An Unforeseen Condition was discovered in Buildings C, D, F, H & J at Rio Del Norte where the existing fire alarm system cablings-wire that goes to each fire alarm device has had a splice made in a junction box to complete the installation. Splicing of Fire Alarm Cabling/Wire is not allowed by DSA and is not Code Compliant. DSA requires this to be replaced.	14,511,35

Total CO #1	\$ 14,51	1.35
Previous Approved CO's (NONE)	\$	-
Original Contract	\$ 1,363,70	0.00
Revised Contract	\$ 1,378,21	1.35



# **Cost Proposal**

Job Name : 21-11L RDN Classroom Ceilings Date: 7-22-21 CO#1

Description :

Remove and replace Fire Alarm cabling in Bldgs. C, D, F, H, J per district direction and revised response to RFI #17. Remove and reinstall FA devices.

Description		Labor				- 177		====	
	Trade	Rate	HRS	Labor Total	QTY	Units	Cost per unit	Ū	nit Total
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tt and Sons Electric	- 4		e FA Cabl	i		3,061.52	Labor	\$	
it and sons electric	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	керіас	e PA Cabi	ing	23	3,061.52	Material / Unit.	\$	
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	* -				<u> </u>		Sub Total	\$	40.00
					-		Subcontractor	5	13,061
								10% \$	1,306
							Sub Total	\$	14,367
	_						1	_	
	-						Sub Total	\$	14,367
	1						Bond	1% \$	143.
Contractor total	1				\$	13,061.52	Total Cost	\$	14,511

### Scott And Sons Electric

1433 Arundell Ave. Ventura, CA 93003 PH (805) 642-8547 \*\*\* FAX (805) 642-8548

### CO 636-01

TO:

**EJS Construction** 

SPEC. SEC. #: JOB NAME:

260000

ATTN: Paul TRADE: Electrical

Rio Del Norte Classroom Ceilings

JOB ADDRESS:

DATE SUBMITTED:

7/21/2021

LICENSE NO:

700054

DIR#

1000000877

PHONE NO:

(805) 642-8547

FAX NO:

(805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Change Order: \$ 13,061.52

### **INCLUDES:**

Remove and replace existing fire alarm cabling in buildings C, J, H, F, and D. Remove and reinstall existing fire alarm devices.

### **EXCLUDES:**

See contract

### CO 636-01

### Totals (Summary) - Bid Summary: Default

Non-Quoted         \$1,750.32           Quotes         0.00           Sales Tax (9.25%)         161.90           Total Material         \$1,912.22           Labor         0.00           Direct (98.91 hours @ \$95.00)         \$9,396.45           Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         \$21.98           Job Total         \$13,061.52           Actual Bid Price         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Labor hours per square foot         \$0.00           Cgross Profit %         \$1,752.85           Not perforit \$1,752.85         \$1,752.85           Not perforit \$2,752.85         \$1,752.85 </th <th>Material</th> <th></th>	Material	
Quotes         0.00           Sales Tax (9.25%)         161.90           Total Material         \$1,912.22           Labor         151.91           Direct (98.91 hours @ \$95.00)         \$9,396.45           Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square ft         \$0.00           Labor cost per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Labor hours per square foot         \$0.00           Coss Profit %         \$1,3,42           Gross Profit \$         \$1,752.85	,,,	\$1.750.32
Sales Tax (9.25%)         161.90           Total Material         \$1,912.22           Labor	Quotes	
Total Material         \$1,812.22           Labor         \$93,96.45           Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Coss Profit %         \$13,42           Gross Profit \$         \$1,752.85		****
Labor         \$9,396.45           Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Labor hours per square foot         \$0.00           Gross Profit %         \$13.42           Gross Profit \$         \$1,752.85		
Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Labor hours per square foot         0.00           Gross Profit %         13.42           Gross Profit \$         \$1,752.85	Labor	di i hai a ser-dere
Non-Productive Labor         0.00           Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         \$0.00           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Labor hours per square foot         0.00           Gross Profit %         13.42           Gross Profit \$         \$1,752.85	Direct (98.91 hours @ \$95.00)	\$9 396 45
Total Labor (98.91 hours)         \$9,396.45           Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         ***           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Gross Profit %         13.42           Gross Profit \$         \$1,752.85		· •
Direct Job Expenses         \$0.00           Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         ***           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square foot         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Cross Profit %         13.42           Gross Profit \$         \$1,752.85	Total Labor (98.91 hours)	
Tools and Miscellaneous Materials         0.00           Subcontracts         0.00           Job Subtotal (Prime Cost)         \$11,308.67           Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Material to Direct Labor ratio: 0.17         ***           Prime Cost per square foot         \$0.00           Job Total per square foot         \$0.00           Actual Bid Price per square ft         \$0.00           Labor cost per square foot         \$0.00           Labor hours per square foot         \$0.00           Gross Profit %         13.42           Gross Profit \$         \$1,752.85	Direct Job Expenses	*
Job Subtotal (Prime Cost)	Tools and Miscellaneous Materials	0.00
Overhead (10.00%)         1,130.87           Profit (5.00%)         621.98           Job Total         \$13,061.52           Actual Bid Price         \$13,061.52           Material to Direct Labor ratio: 0.17         ***           Prime Cost per square foot         \$0,00           Job Total per square foot         \$0,00           Actual Bid Price per square ft         \$0,00           Labor cost per square foot         \$0,00           Labor hours per square foot         0,00           Gross Profit %         13.42           Gross Profit \$         \$1,752.85	Subcontracts	0.00
Profit (5.00%)       621.98         Job Total       \$13,061.52         Actual Bid Price       \$13,061.52         Material to Direct Labor ratio: 0.17       ***         Prime Cost per square foot       \$0.00         Job Total per square foot       \$0.00         Actual Bid Price per square foot       \$0.00         Labor cost per square foot       \$0.00         Labor hours per square foot       0.00         Gross Profit %       13.42         Gross Profit \$       \$1,752.85	Job Subtotal (Prime Cost)	\$11,308.67
Job Total \$13,061.52  Actual Bid Price \$13,061.52  Material to Direct Labor ratio: 0.17  Prime Cost per square foot \$0.00  Job Total per square toot \$0.00  Actual Bid Price per square ft \$0.00  Labor cost per square foot \$0.00  Labor hours per square foot \$0.00  Gross Profit % \$13,42  Gross Profit \$	Overhead (10.00%)	1,130.87
Actual Bid Price \$13,061.52  Material to Direct Labor ratio: 0.17  Prime Cost per square foot \$0.00  Job Total per square toot \$0.00  Actual Bid Price per square ft \$0.00  Labor cost per square foot \$0.00  Caross Profit % \$0.00  Gross Profit % \$13.42  Gross Profit \$ \$1,752.85	Profit (5.00%)	621.98
Material to Direct Labor ratio: 0.17  Prime Cost per square foot \$0.00  Job Total per square foot \$0.00  Actual Bid Price per square ft \$0.00  Labor cost per square foot \$0.00  Caross Profit % \$0.00  Gross Profit % \$13.42  Gross Profit \$ \$1,752.85	Job Total	\$13,061.52
Prime Cost per square foot \$0.00 Job Total per square foot \$0.00 Actual Bid Price per square ft \$0.00 Labor cost per square foot \$0.00 Labor hours per square foot 0.00 Gross Profit % 13.42 Gross Profit \$ \$1,752.85	Actual Bid Price	\$13,061.52
Job Total per square foot \$0.00 Actual Bid Price per square ft \$0.00 Labor cost per square foot \$0.00 Labor hours per square foot 0.00 Gross Profit % 13.42 Gross Profit \$ \$1,752.85	Material to Direct Labor ratio: 0.17	
Actual Bid Price per square ft Labor cost per square foot Labor hours per square foot Gross Profit % Gross Profit \$ \$1,752.85	Prime Cost per square foot	\$0.00
Labor cost per square foot Labor hours per square foot Gross Profit % Gross Profit \$ \$1,752.85	Job Total per square foot	\$0.00
Labor hours per square foot 0.00 Gross Profit % 13.42 Gross Profit \$ \$1,752.85	Actual Bid Price per square ft	\$0.00
Gross Profit % 13.42 Gross Profit \$ \$1,752.85	Labor cost per square foot	\$0.00
Gross Profit \$ \$1,752.85	Labor hours per square foot	0.00
W17/0E/00	Gross Profit %	13.42
Net Profit % 4.76		\$1,752.85
	Net Profit %	4.76

CO 636-01

Job Number: 1668

**Extension By Phase** Item # **Description** Quantity Price U **Ext Price** Labor Hr U Ext Lab Hr --- 06 Branch Wire ---2660 #12 THHN CU Stranded Wire 4,620 236.00 M 1,090.32 8.00 M 36.96 --- 06 Branch Wire Total ---1,090.32 36.96 --- 11 Fire Alarm ---16/2 AWG Shielded Fire Alarm Wire FPLR 3116 2,200 0.30 E 660.00 6.00 M 13.20 --- 11 Fire Alarm Total ---660.00 13.20 --- 18 Misc. ---T0001 Remove FA devices 65 0.00 E 0.00 0.25 E 16,25 T0002 Reinstall FA devices 65 0.00 E 0.00 0.50 E 32.50 --- 18 Misc. Total ---0.00 48.75 Job Total 1,750.32 98.91

<sup>\*</sup> Target, Labor column 2



# **Request for Information**

4998 Foothill Rd Carpinteria Ca 93013 Office 805 684-6381 Fax 805 684-6381

e-mail: paul@ejsinc.com

RFI# 17	Job # EJS Job #673
To Keith Henderson	Job Name 21-11L R.D.N. Classroom Ceilings
	c.c.
Phone # 805-616-8552	
Fax #	Date 5-14-21
Email: khenderson@balfourbeattyus com	r ossible cost Impact Yes No Unknown
Cell: 805-616-8552	Possible Time Delay Yes No Unknown
Information Request:	
Please see the attached RFI from Scot	t and Sons Electric and advise.
Date 7-14-21	Signature JW
Reply	
Date	Signature

# Scott And Sons Electric

1433 Arundell Avenue, Ventura, CA 93006-7886 PH: (805) 642-8547 \*\*\* FAX: (805) 642-8548

# REQUEST FOR INFORMATION # 636-08

Date: 14 July 2021

							•
TO:	4998 Foot	truction, Inc. thill Road a, CA 93013					
ATTN	ī: John Wal	let / Paul Sanchez					
JOB N	IAME: Ri	o Del Norte Classroom Ceilings					
Drawi	ng:	Review:	Spec. Section:	26 4721	Transmitted:	07/14/21	
		ld it be acceptable to tie-in	the new Fire	e Alarm S	LC loop cir	cuit into the	
existi	ng \$LC cir	cuit j-box splice?					_
							-
							-
							_
							_
							_
Please	respond by:	Wednesday, 21 July 2021 or sooner.	Requested by: (Print & Sign Name)	Blai	ne W. Odo	om	
RESPO	Spl	place spliced F/A Wires encounties and the Potential for Troubling Off occur.	itered at J Bo le Issues wit	oxes with the FA Syst	Home Runs em when F	to Delete inal Testing	
	Ker	Lucci 7-22-21					
By:	int and Sign Nam	ie)		Date:			

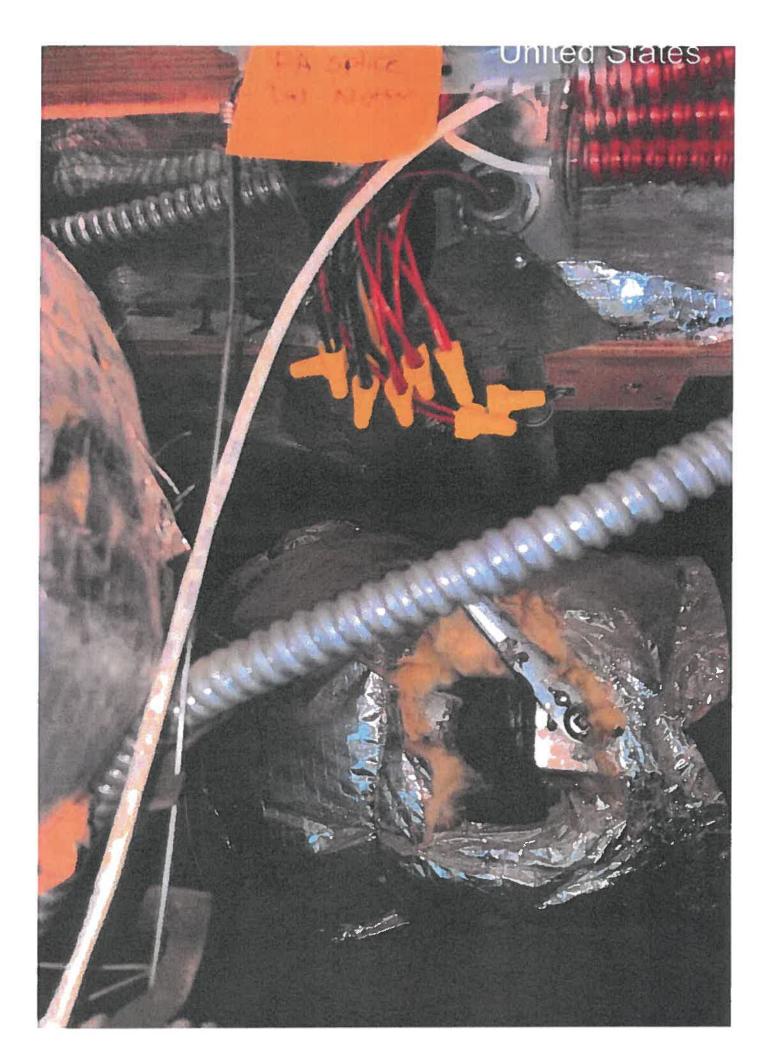
# Scott And Sons Electric

1433 Arundell Avenue, Ventura, CA 93006-7886 PH: (805) 642-8547 \*\*\* FAX: (805) 642-8548

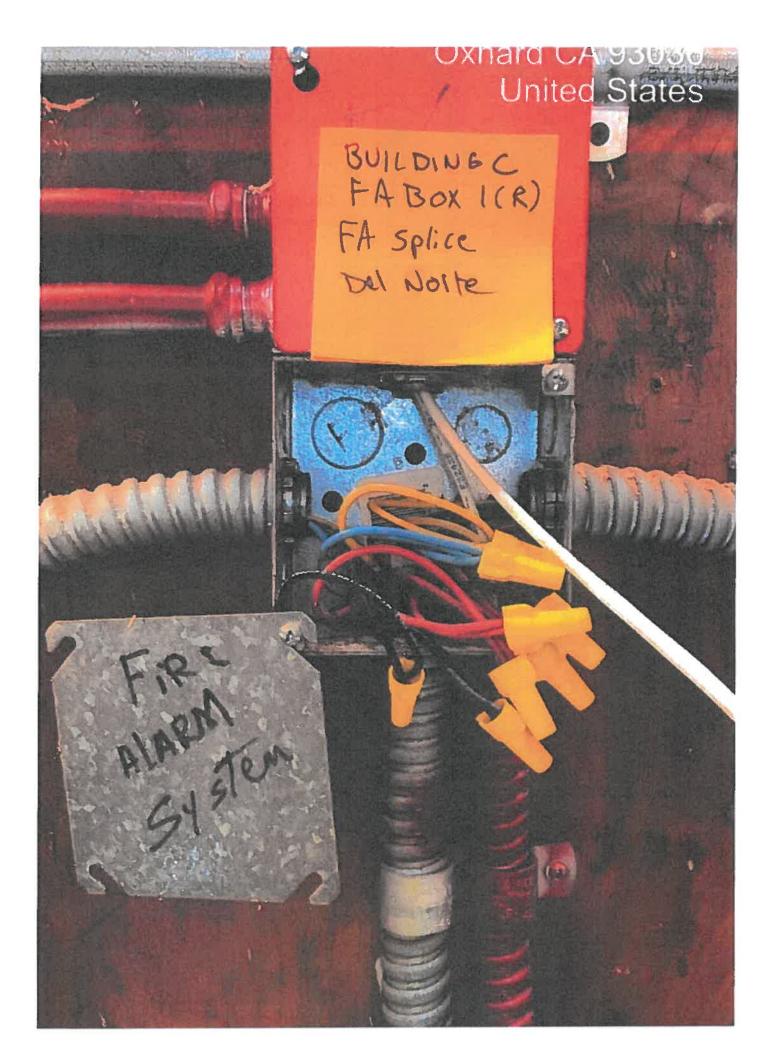
# REQUEST FOR INFORMATION # 636-08

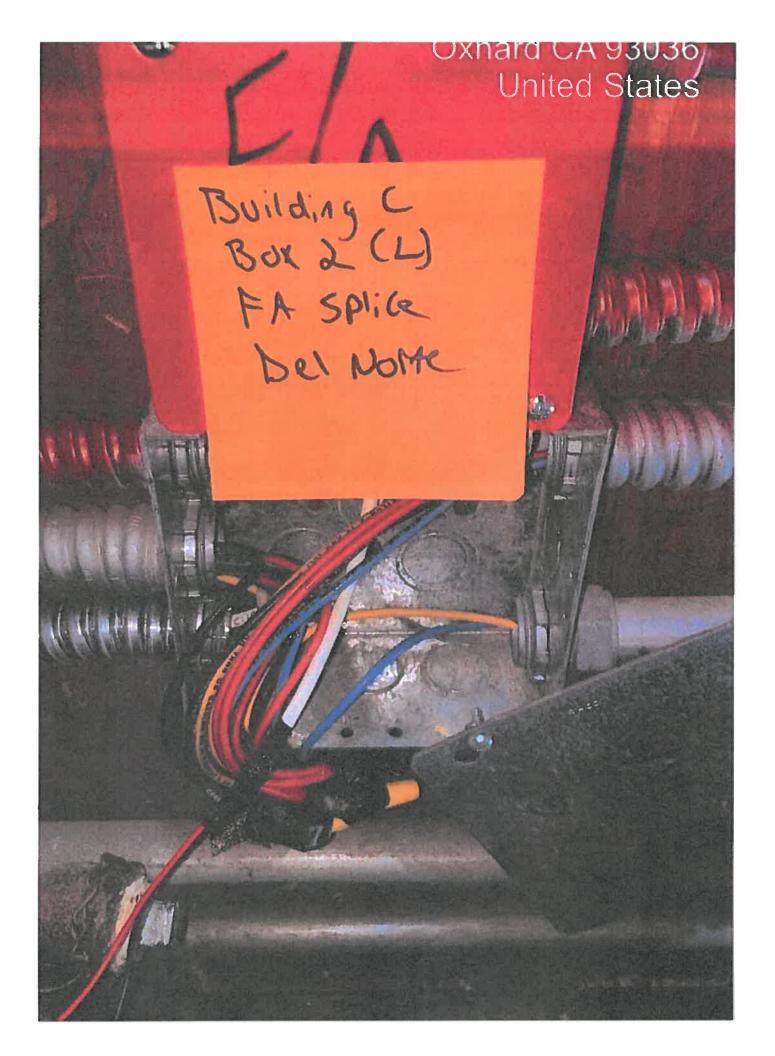
Date: 14 July 2021

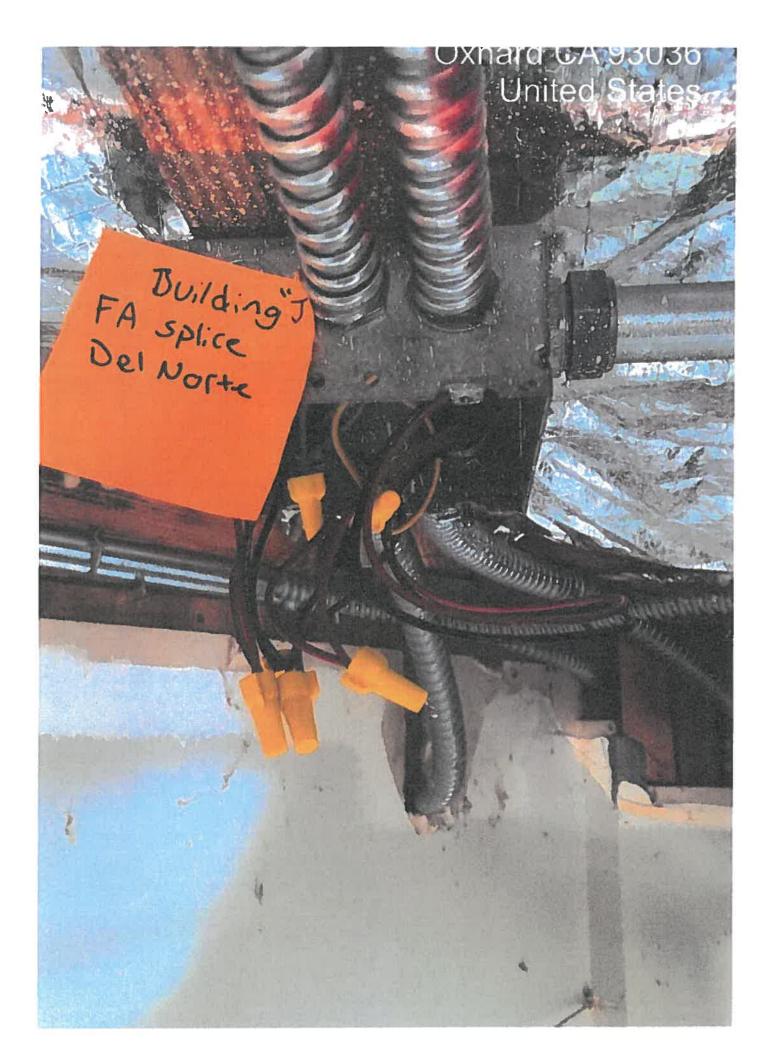
					- · · · · · · · · · · · · · · · · · · ·
TO:	4998 Footl	ruction, Inc. nill Road n, CA 93013			
ATTN	v: John Wall	et / Paul Sanchez			
JOB 1	NAME: Ric	Del Norte Classroom Ceilings			
Draw	ing:	Review:	Spec. Section:	26 4721 Transmitted: 07	/14/21
		ld it be acceptable to tie-in	the new i	Fire Alarm SLC loop circu	it into the
existi	ing SLC cir	cuit j-box splice?			<del></del>
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	11				
			_		
Please	e respond by:	Wednesday, 21 July 2021 or sooner.	Requested (Print & Signature)		
RESP	exi	is already spliced, then yes. st. Note on as builts and also n Lucci 7-14-21			olices
By:	rint and Sion Nam	ne)		Date:	

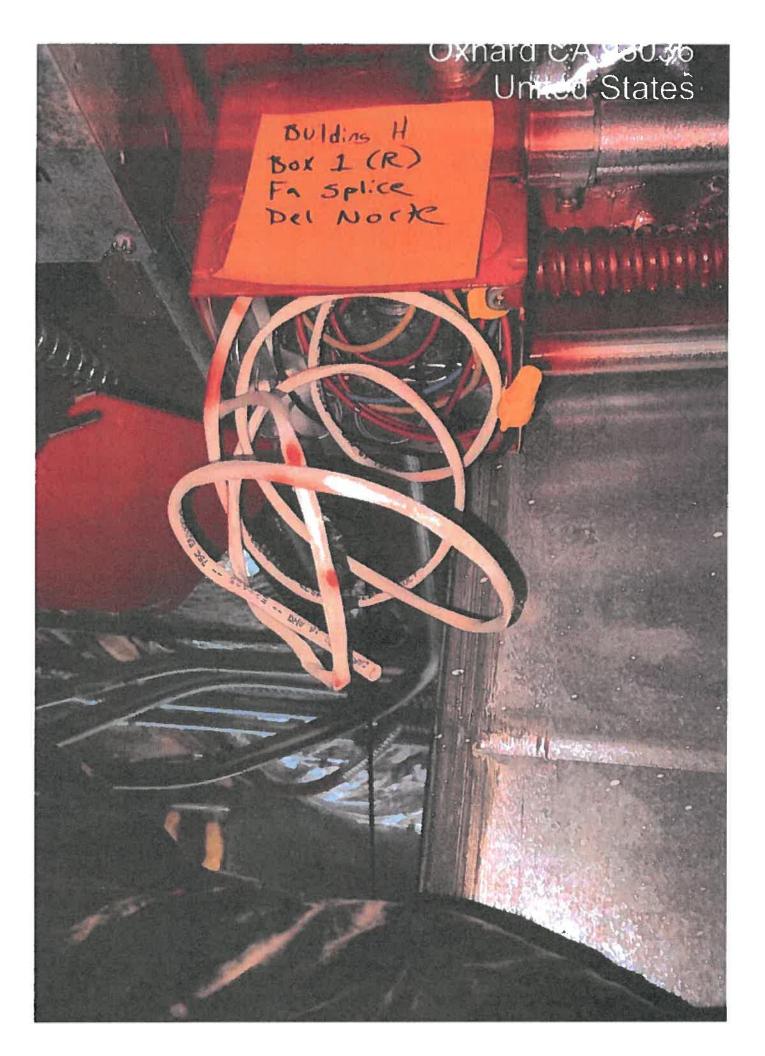




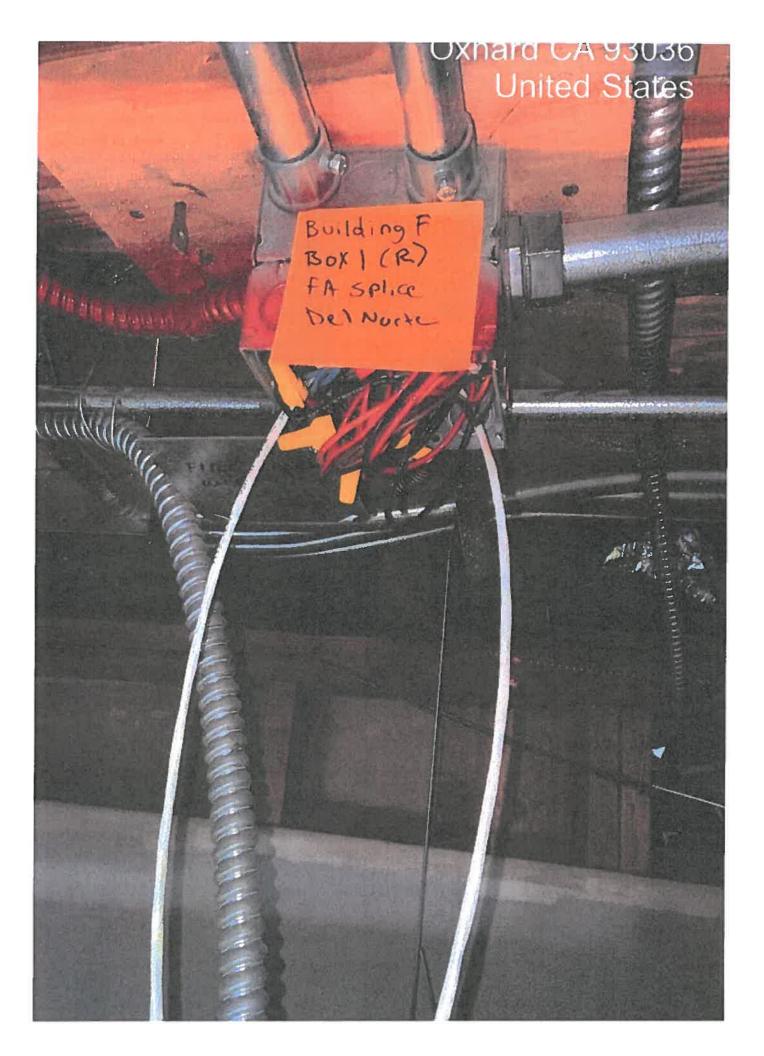














# **Balfour Beatty**

### Construction

Rio School District 1800 Solar Drive, 3<sup>rd</sup> Floor Oxnard, CA 93030

Attn; Dr. Puglisi

Subject:

Rio Del Sol, STEAM Academy, Building C

**Rio School District** 

Oxnard, CA

Re:

Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C

BP #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door

Hardware

Recommendation to Approve CO #7.3 to Best Contracting Services, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #7.3 to Best Contracting Services, Inc. for the reduced scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
7.6	3	Credit for Window Color Difference	Contractor installed 72 windows that slightly differ in color from what was specified. This credit is being offered by the contractor due to the manufacturer's mistake outlined above.	\$ (50,000.00)
		Total CO #7.3		\$ (50,000.00) \$ 2,665,28
		Previous CO's Total Original Contract		\$ 1,141,260.00
		Revised Contract		\$1,093,815.28

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

Respectfully,

Jesus Muguerza Ibarra

Assistant Project Manager, Balfour Beatty

CC.

Wael Saleh (RSD)

Dennis Kuykendall, Balfour Beatty

July 27, 2021

### **Change Order Request**



C.O.R. # 19085-0006

G.C. #

Date:

7/15/2021

Project Name: 1	9085 / RIO DEI	LSOLSTEAM	ACADEMY BLL	)G. C		Project #:	190	)85 
To: RIO SCHOOL Attn: 2500 E Vineya Oxnard, CA 9	ard Ave Ste 100	ı		From:	Chris Pa 19027 S	ontracting Services, arkin S. Hamilton Ave. a, CA 90248-4408	Inc.	
Phone: (805) 485	-3111 <b>Fa</b> x	: ()-			Phone:	(310) 328-6969	Fax:	(310) 380-6066
We hereby propose t	to make the foll	owing change	s:					
Deductive change or	der for incorrec	t paint color u	sed at operable	doors.				
						Change Order	Price	(\$50,000.00)
This price is good for 1	5 days. If cond	iltions change	this orice is voi	d.				
We are requesting a tir	-	-						
	TIO OXIONSION O		juriouori willi tili	o onango.				
Chris Parkin		7/15/2021						
Author		Date Sent						
Accepted	accepted. A		erformed under			uest are satisfactor nditions as specifie		
Authorized Signature		-	Date of Accepta	ance				

10.24



### **Agenda Item Details**

Meeting Aug 18, 2021 - RSD Regular Board Meeting

Category 10. Consent

Subject 10.24 Approval of three CREDIT Change Orders 7.2, 7.3, and 7.4 from Best Contracting for

services at Rio Del Sol, Building C project.

Access Public

Type Action (Consent)

Fiscal Impact Yes

Dollar Amount 110,000.00

Budgeted Yes

Budget Source Measure L Funds

Recommended Action It is recommended that the Board approve three CREDIT Change Orders 7.5, 7.6, and 7.7

from Best Contracting for services at Rio Del Sol, Building C project.

#### **Public Content**

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Change Order 7.5 is a CREDIT for weather allowance, which contractors are required to have, and if not used, is refunded to the owner. (\$10,000.00)

Change Order 7.6 is a CREDIT for a window color difference of 72 windows that were slightly different in color. (\$50,000.00)

Change Order 7.7 is a CREDIT for liquidated damages that were incurred by the contractor due to their own delays. (\$50,000.00)

CHANGE ORDER 7 (1).pdf (49 KB)

CHANGE ORDER 7 (2).pdf (51 KB)

CHANGE ORDER 7.7.pdf (52 KB)

### **Administrative Content**

8/10/2021 BoardDocs® Pro

#### **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.



### Construction

Rio School District 1800 Solar Drive, 3<sup>rd</sup> Floor Oxnard, CA 93030 July 27, 2021

Attn; Dr. Puglisi

Subject:

Rio Del Sol, STEAM Academy, Building C

**Rio School District** 

Oxnard, CA

Re:

Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C

BP #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door

Hardware

Recommendation to Approve CO #7.2 to Best Contracting Services, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #7.2 to Best Contracting Services, Inc. for the reduced scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

PCO No.	GC No.	Description	Reason	Cost/Credit
7,5		Credit for Weather Allowance	Contract documents required contractor to carry a weather allowance and if not used the allowance would be returned to owner. Allowance was not used.	\$ (10,000.00)
		Total CO #7 2 Previous Approved CO's		\$ (10,000.00) \$ 12,565.28
		Original Contract		\$ 1,141,250.00
		Revised Contract		\$ 1,143,815.28

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

Respectfully,

Jesus Muguerza Ibarra

Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)

Dennis Kuykendall, Balfour Beatty

### **Change Order Request**



C.O.R, # 19085-0005

G.C. #

Date:

7/15/2021

Project	t Name: 19	1085 / RIG	J DEL S	OLSTEA	MACAUL	EMA RED	G. C		Project	#:	190	85
Attn:	RIO SCHOOL 2500 E Vineya Oxnard, CA 93	rd Ave St					From:	Chris Pa 19027 S	ontracting Service arkin S. Hamilton Ave. a, CA 90248-440		•	
Phone:	: (805) 485-	3111	Fax:	()-				Phone:	(310) 328-6969	)	Fax:	(310) 380-6066
We her	eby propose to	o make ti	ne follow	ing chanç	jes:							
Deduct	ive change or	der for we	eather all	lowance t	that was r	not used d	uring the	project.				
									Change Orde	er Pric	æ	(\$10,000.00
<b>-</b>		- a 1				to a to contai						
	e is good for 1	-		_								
We are re	equesting a tin	ne extens	sion of 0	days in c	onjunction	n with this	change.					
Chris Par	rkin		7.	/15/2021								
Author				ate Sent		_						
	Accepted	accept	ted. All v	vork to be		ed under s			uest are satisfac			
Authorize	ed Signature			_	Date c	of Accepta	nce					

# **Balfour Beatty**

## Construction

Rio School District 1800 Solar Drive, 3<sup>rd</sup> Floor Oxnard, CA 93030 July 27, 2021

Attn; Dr. Puglisi

Subject:

Rio Del Sol, STEAM Academy, Building C

**Rio School District** 

Oxnard, CA

Re:

Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C

BP #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door

Hardware

Recommendation to Approve CO #7.3 to Best Contracting Services, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #7.3 to Best Contracting Services, Inc. for the reduced scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Reason	Cost/Credit
7.8	3	Credit for Window Color Difference	Contractor installed 72 windows that slightly differ in color from what was specified. This credit is being offered by the contractor due to the manufacturer's mistake outlined above.	\$ (50,000.00)
		Total CO #7.3 Previous CO's Total		\$ (50,000.00) \$ 2,565.28
		Original Contract		\$1,141,250.00
		Revised Contract		\$1,093,815.28

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

Respectfully,

Jesus Muguerza ibarra

Assistant Project Manager, Balfour Beatty

CC.

Wael Saleh (RSD)

Dennis Kuykendall, Balfour Beatty

## **Change Order Request**



C.O.R.# 19085-0006

G.C. #

Date:

7/15/2021

Project Name: 1	9085 / RIO DEL SOL STEAM ACADEMY	BLDG. C	Project #:	19085	
To: RIO SCHOOL Attn: 2500 E Vineya	ard Ave Ste 100	From:	Best Contracting Services, I Chris Parkin 19027 S. Hamilton Ave. Gardena, CA 90248-4408	inc.	
Phone: (805) 485	-3111 Fax: ( ) -		Phone: (310) 328-6969	Fax: (31	10) 380-6066
We hereby propose to	o make the following changes:		- 10 3344	7.	
Deductive change or	der for incorrect paint color used at open	able doors.	Change Order P	Price	(\$50,000.00)
	5 days. If conditions change, this price is				
	ne extension of 0 days in conjunction wit	h this change.			
Chris Parkin Author	7/15/2021  Date Sent				
Accepted	The above prices and specifications o accepted. All work to be performed us				eby
Authorized Signature	contract unless otherwise specified.  Date of Ac	ceptance			

# **Balfour Beatty**

## Construction

Rio School District 1800 Solar Drive, 3<sup>rd</sup> Floor Oxnard, CA 93030 July 27, 2021

Attn; Dr. Puglisi

Subject:

Rio Del Sol, STEAM Academy, Building C

Rio School District

Oxnard, CA

Re:

Project 19-0068-015 Rio Del Sol, STEAM Academy, Building C

BP #7 Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door

Hardware

Recommendation to Approve CO #7.4 to Best Contracting Services, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #7.4 to Best Contracting Services, Inc. for the reduced scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows;

PCO No.	GC No.	Description	Resson	Cost/Credit
7.7	4	Liquidated Damagea	Contractor is providing credit back to owner for liquidated damages that were incured by the contractor due to their own delays.	\$ (50,000.00)
		Total CO #7.4		\$ (50,000.00)
		Previous CO's Total Original Contract		\$ (47,434.72) \$1,141,250.00
		Revised Contract		\$1,043,815,28

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

Respectfully,

Jesus Muguerza Ibarra

Assistant Project Manager, Balfour Beatty

cc. Wael Saleh (RSD)

Dennis Kuykendali, Balfour Beatty

## **Change Order Request**



C.O.R.# 19085-0007

G.C. #

Date:

7/15/2021

Project Name: 19	8085 / RIO DEL SOL STE	EAM ACADEMY BLD	OG. C	Project #:	190	85
To: RIO SCHOOL Attn: 2500 E Vineya	rd Ave Ste 100		From:	Best Contracting Services, I Chris Parkin 19027 S. Hamilton Ave. Gardena, CA 90248-4408	nc.	
Oxnard, CA 93	3036					
Phone: (805) 485-	3111 Fax: ()	_		Phone: (310) 328-6969	Fax:	(310) 380-6066
We hereby propose to	o make the following cha	inges:				
Deductive change or	der for liquidated damage	es accrued during the	e project.			
				Change Order P	rice	(\$50,000.00)
	5 days. If conditions cha	-				
Ve are requesting a tin	ne extension of 0 days in	conjunction with this	s change.			
hris Parkin	7/15/202	21				
uthor	Date Se	nt				
Accepted		be performed under		Order request are satisfactory as and conditions as specified		
Authorized Signature		Date of Accepta	ance			