



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

June 28, 2023

Rio School District

1800 Solar Drive

Oxnard, CA 93030

TELECONFERENCE LOCATION FOR TRUSTEE FELIX EISENHAUER:

Pursuant to Government Code Section 54953(B)

This meeting will also be conducted by teleconference at the following location:

1288 Shore Drive

Cascade, ID 83611

Members of the public wishing to address the Board directly from this location will be allowed to do so during the public comment portion of the meeting.

JOHN D. PUGLISI, Ph. D.

Superintendent

Board of Education

Eleanor Torres, President

Felix Eisenhauer, D.M.A, Clerk

Kristine Anderson

Rosa Balderrama

Alesia Martin

2.0



**Wednesday, June 28, 2023
RSD Regular Board Meeting**

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

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Pursuant to Government Code Section 54953(B)**

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1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

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

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023; 2023/2024 and Superintendent's Evaluation

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

5.1 Report of Closed Session

6. Recognitions/Presentations

6.1 Skoolcade 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 and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. 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. Discussion/Action

8.1 Resolution 22/23-27 of the Board of Trustees of the Rio School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 for Fiscal Year 2023-2024

8.2 Ratification of the License Agreement between the Oxnard School District and Rio School District for the Oxnard School District Transportation Service Center

8.3 Approval of the Local Control Accountability Plan

8.4 Approval of Adopted Budget for 2023/2024

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Meeting of June 21, 2023

9.3 Approval of June 28th Personnel Report

9.4 Williams Quarterly Complaint Report

9.5 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2023/2024

9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2023/24

9.7 Approval of Contract Renewal with Steve Sunnarborg FY 2023/24

9.8 Approval of the Contract Renewal with Hip Hop Mindset FY 2023/24

9.9 Approval of the Contract Renewal with Learning Priority Software, Inc FY 2023/24

9.10 Approval of Contract Renewal with Lawrence Interactive Media FY 2023/2024

9.11 Approval of Sobrato Early Academic Language (SEAL) Program MOU

9.12 Ratification of the Memorandum of Understanding with Rio Teachers Association to conduct a Pilot for Teacher Evaluation

9.13 Ratification of the Memorandum of Understanding with Rio Teachers Association regarding middle school Special Education Teachers' prep periods

9.14 Ratification of the Memorandum of Understanding with Rio Teachers Association to include Counselors in the RTA collective bargaining agreement.

9.15 Approval of Revisions to the GATE Stipend Job Description and Stipend amount

9.16 Approval of signing RSD WiFi MOU between Rio School District and OUHSD

9.17 Approval of renewal contract with Imagine Learning

9.18 Approval of DMTI Renewal Contract for the 2023-2024 school year

9.19 Contract with Catalyst Kids, Inc. to provide ELOP-funded TK and Kindergarten afterschool program at Rio elementary schools

9.20 Approval of Addendum Cayalyst Kids, Inc. Summer Contract

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: August 16, 2023

11. Adjournment

11.1 Adjournment

2.1



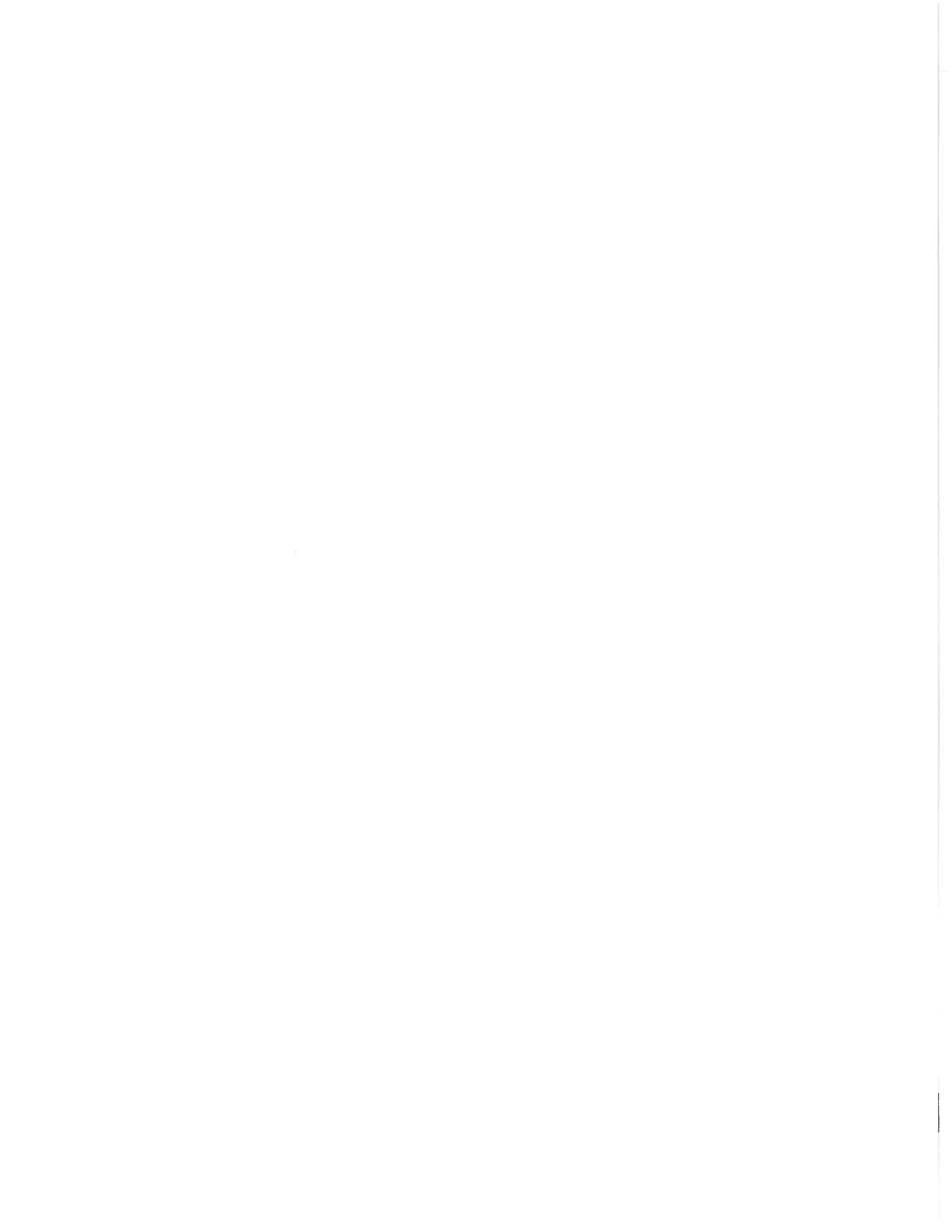
Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	2. Approval of the Agenda
Subject	2.1 Agenda Correction, Additions, Modifications
Access	Public
Type	Discussion

Public Content

Administrative Content

Executive Content





Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	2. Approval of the Agenda
Subject	2.2 Approval of the Agenda
Access	Public
Type	Action
Recommended Action	Staff recommends approval as presented

Public Content

Administrative Content

Executive Content

4.1



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1)): City of Oxnard v. Rio School District, et. al. (Ventura County Superior Ct. Case No. 56-2023-00575575-CU-WM-VTA)
Access	Public ,
Type	Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Jun 28, 2023 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023; 2023/2024 and Superintendent's Evaluation

Access Public

Type Discussion

Public Content

Speaker: John Puglisi, Ph.D.,

Rationale:

Closed session discussion.

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	6. Recognitions/Presentations
Subject	6.1 Skoolcade Recognition
Access	Public
Type	Recognition

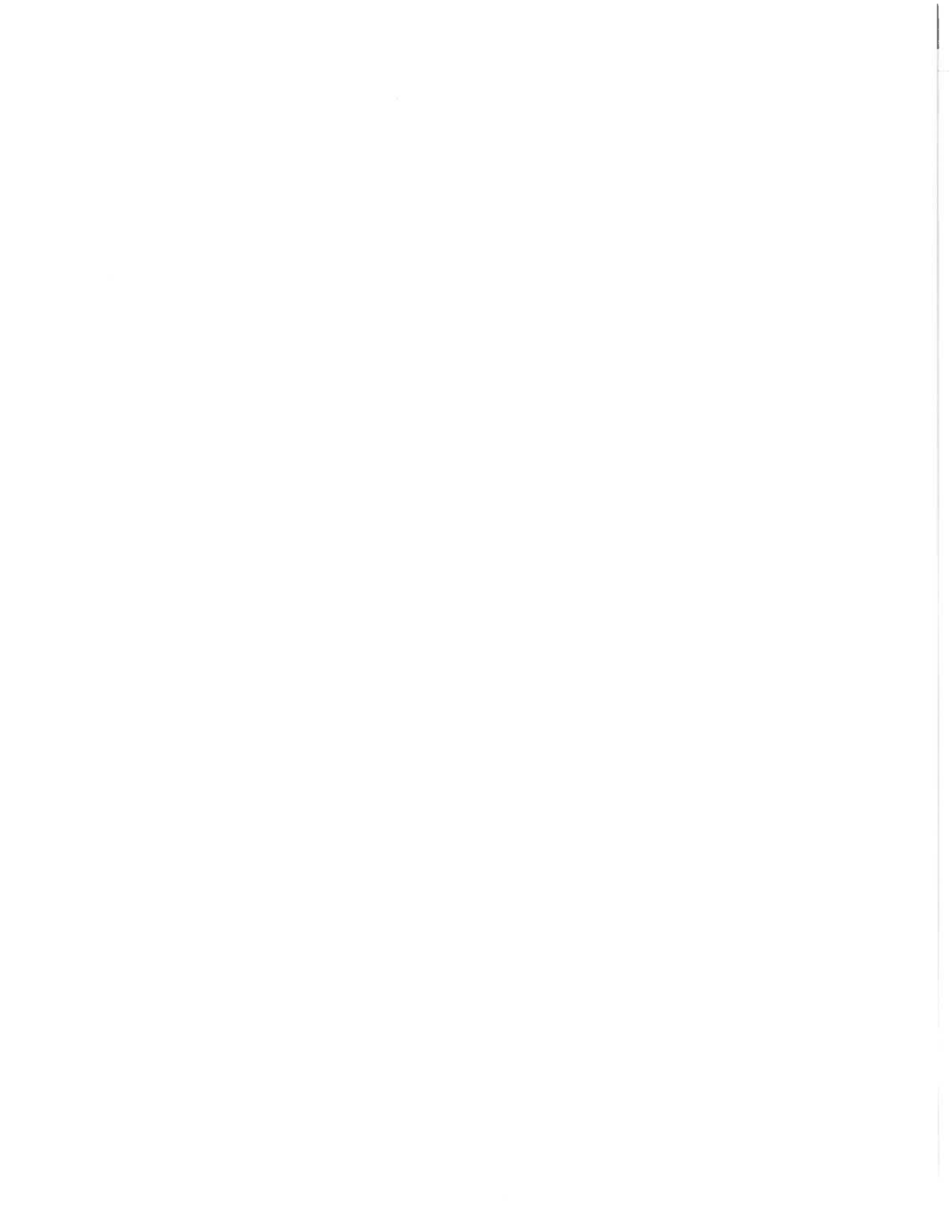
Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale: Superintendent Puglisi will recognize staff that hosted the Skoolcade 2023 on March 4th.

Administrative Content

Executive Content



8.1



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Resolution 22/23-27 of the Board of Trustees of the Rio School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 for Fiscal Year 2023-2024
Access	Public
Type	Action, Discussion
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 22/23-27, authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

BACKGROUND INFORMATION

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

CURRENT CONSIDERATIONS

At the time of this proposed Resolution No. 22/23-27, the Board of Trustees will review and consider adopting the maximum special tax levy for non-exempt property in CFD No. 1 for Fiscal Year 2023-2024. As development has occurred within CFD No. 1 the amount of money that can be generated by CFD No. 1 has increased allowing for the collection of Pay-as-You-Go ("Pay-Go") funds. Pay-Go funds are the special tax revenues collected in addition to what is required to pay the principal, interest, and administration costs of CFD No. 1, and such funds can be used to fund additional CFD-eligible improvements. Imposing the maximum special tax levy, approved by the Resolution 22/23-27 for non-exempt property in CFD No. 1, will result in approximately \$860,000 in Pay-Go funds. The following eligible projects have been identified as potential uses for these Pay-Go funds:

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

[CFD Resolution Levy of Special Taxes for 23-24 \(1\).pdf \(572 KB\)](#)

[Direct Assessments for Board Agenda.pdf \(186 KB\)](#)

Administrative Content

Executive Content

RESOLUTION NO. 22/23-27

THE BOARD OF TRUSTEES OF THE RIO ELEMENTARY SCHOOL DISTRICT
ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1
OF THE RIO ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE LEVY OF
SPECIAL TAXES WITHIN COMMUNITY FACILITIES DISTRICT NO. 1
FOR FISCAL YEAR 2023/2024

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2023-24 for the purpose specified in the Ordinance, by the adoption of a resolution as specified in the Act and the Ordinance; and

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

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

Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance of the special taxes for Fiscal Year 2023-24 at the tax rates set forth in the

attachment prepared by DTA, Inc. for CFD No. 1 entitled "Maximum Annual Special Tax Levy for Fiscal Year 2023-24" (the "Levy") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Superintendent of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

Section 6. The actions of District staff heretofore taken in order to obtain consent from the Ventura County Auditor to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Levy to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2023/24 on or before July 5, 2023, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.

ADOPTED, SIGNED AND APPROVED this ___ day of June, 2023.

BOARD OF TRUSTEES OF THE
RIO ELEMENTARY SCHOOL
DISTRICT ACTING AS THE
LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT
NO. 1 OF THE RIO ELEMENTARY
SCHOOL DISTRICT

By: _____
Eleanor Torres, President of the Board of
Trustees of the Rio Elementary School
District

STATE OF CALIFORNIA)

) ss.

COUNTY OF VENTURA)

I, _____, Clerk of the Board of Trustees of the Rio Elementary School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Education of the Rio Elementary School District, at a general meeting of said Board held on the ____ day of June 2023.

Clerk of the Board of Trustees of the
Rio Elementary School District,
State of California

**MAXIMUM ANNUAL SPECIAL TAX RATES BY ZONE
FOR FISCAL YEAR 2023-24 LEVY**

Zone 1 - Special Tax Rates Fiscal Year 2023-24

Property Classification	Tax Class	Building Square Footage	Assigned Special Tax
Attached Unit	1	< 1,400	\$1,848.16
Attached Unit	2	1,400 - 1,699	\$1,916.46
Attached Unit	3	1,700 - 1,999	\$2,189.70
Attached Unit	4	2,000 - 2,199	\$2,551.72
Attached Unit	5	≥ 2,200	\$2,824.92
Detached Unit	6	< 1,750	\$2,393.92
Detached Unit	7	1,750 - 2,099	\$2,855.64
Detached Unit	8	2,100 - 2,299	\$3,135.02
Detached Unit	9	2,300 - 2,799	\$3,507.96
Detached Unit	10	≥ 2,800	\$4,061.22
Very Low Affordable Unit	11	NA	\$535.14
Affordable Unit	12	NA	\$928.70
High Density Unit A	13	NA	\$1,062.32
High Density Unit D/F	14	NA	\$1,238.44
Non-Residential	15	NA	\$1.08

Zone 2 - Special Tax Rates Fiscal Year 2023-24

Property Classification	Tax Class	Building Square Footage	Assigned Special Tax
Attached Unit	1	< 1,400	\$2,269.40
Attached Unit	2	1,400 - 1,699	\$2,337.70
Attached Unit	3	1,700 - 1,999	\$2,610.94
Attached Unit	4	2,000 - 2,199	\$2,972.96
Attached Unit	5	≥ 2,200	\$3,246.18
Detached Unit	6	< 1,750	\$2,815.18
Detached Unit	7	1,750 - 2,099	\$3,276.90
Detached Unit	8	2,100 - 2,299	\$3,556.28
Detached Unit	9	2,300 - 2,799	\$3,929.22
Detached Unit	10	≥ 2,800	\$4,482.46
Very Low Affordable Unit	11	NA	\$770.82
Affordable Unit	12	NA	\$1,164.36
High Density Unit A	13	NA	\$1,297.96
High Density Unit D/F	14	NA	\$1,474.12
Non-Residential	15	NA	\$1.08

Zone 3 - Special Tax Rates Fiscal Year 2023-24

Property Classification	Tax Class	Building Square Footage	Assigned Special Tax
Attached Unit	1	< 1,400	\$1,848.16
Attached Unit	2	1,400 - 1,699	\$1,916.46
Attached Unit	3	1,700 - 1,999	\$2,189.70
Attached Unit	4	2,000 - 2,199	\$2,551.72
Attached Unit	5	≥ 2,200	\$2,824.92
Detached Unit	6	< 1,750	\$2,393.92
Detached Unit	7	1,750 - 2,099	\$2,855.64
Detached Unit	8	2,100 - 2,299	\$3,135.02
Detached Unit	9	2,300 - 2,799	\$3,507.96
Detached Unit	10	≥ 2,800	\$4,061.22
Very Low Affordable Unit	11	NA	\$535.14
Affordable Unit	12	NA	\$928.70
High Density Unit A	13	NA	\$1,062.32
High Density Unit D/F	14	NA	\$1,238.44
Non-Residential	15	NA	\$1.08

**Undeveloped Special Tax
Fiscal Year 2023-24**

Zone	Undeveloped Special Tax per Acre
Zone 1	\$31,855.90
Zone 2	\$37,727.64
Zone 3	\$18,348.04

AGREEMENT FOR BILLING OF DIRECT ASSESSMENTS

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

I. PROPERTY TAX SERVICES

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

II. FEES FOR SERVICES

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

- A. A Direct Assessment Line Fee for the original submission will be charged \$0.21 per assessment per parcel set by the County via resolution by the Board of Supervisors at its annual Countywide Rates and Fees public hearing.
- B. For correction or removal of direct assessments requested by the *Agency* after extension of the tax roll, the Ventura County Auditor-Controller will collect \$27.00 per correction or removal. All corrections and removals must be submitted by the third Friday in February.
- C. An administration and collection fee shall be charged in an amount not to exceed one-fourth of 1 percent of amounts collected.
- D. Collection fees and charges herein provided are subject to adjustment by the County via resolution of the Board of Supervisors at its annual Countywide Rates and Fees public hearing. The Ventura County Auditor-Controller reserves the

right to increase or decrease any charges herein provided, in proportion to any changes in costs incurred by the Auditor-Controller in providing the services described herein, provided that written notice of any increase or decrease in charges is given to the **Agency**.

III. COLLECTION OF AUDITOR-CONTROLLER FEES

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

IV. REQUESTS FOR INFORMATION AND ACCOUNTING SERVICES

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

V. AUTHORITY FOR LEVY AND COMPLIANCE WITH LAW

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

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

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

If any judgment is entered against any indemnified party as a result of action taken to implement this Agreement, the **Agency** agrees that Ventura County may offset the amount of any judgment paid by any indemnified party from any monies collected by Ventura County on the **Agency's** behalf, including property taxes, special taxes, fees, or assessments. Ventura County may, but is not required to, notify the **Agency** of its intent to implement any offset authorized by this paragraph.

VI. TERMS OF AGREEMENT

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

VII. AUTHORITY

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

Authorized Signature: _____ Date: _____

Authorized Name: Wael Saleh
(PRINT)
Title: Assistant Superintendent
(PRINT TITLE)

For Auditor-Controller Use Only

Approved Signature: _____ Date: _____
SECTION MANAGER

Approved Name: _____
(PRINT)



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Ratification of the License Agreement between the Oxnard School District and Rio School District for the Oxnard School District Transportation Service Center
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	30,000.00
Budgeted	Yes
Budget Source	Fund 25, Redevelopment Agency Fund
Recommended Action	Ratification of the License Agreement between the Oxnard School District and Rio School District for Oxnard School District Transportation Service Center for the 2023/2024 school year.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Rationale: The District is seeking a solution for the location of bus parking during the 2023/2024 school year while the District conducts its environmental review to potentially locate a new permanent location. The Oxnard School District has agreed to offer Rio School District the License Agreement to utilize space at its existing facility located at 516 West Wooley Road in the City of Oxnard. The License Agreement would allow the District, for a second period of one-year, the use of sufficient parking for 18 buses and 10 other District vehicles at the Oxnard School District bus yard, as well as the use of related service and administrative facilities for mechanics and transportation personnel for a cost of \$30,000.00.

[20230620_OSD AGREEMENT #22-251 LICENSE AGREEMENT.pdf \(793 KB\)](#)

Administrative Content

Executive Content

**OSD AGREEMENT #22-251
LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into as of June 21, 2023, by and between Oxnard School District, a California public school district, (“Oxnard”) and Rio School District, a California public school district, (“Rio”). Oxnard and Rio may be referred to herein individually as a “Party” or collectively as “Parties.” This Agreement is entered into between Oxnard and Rio pursuant to the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (“Joint Powers Act”).

RECITALS

WHEREAS, Oxnard currently uses certain real property at or near 516 West Wooley Road in the City of Oxnard, California, identified as Ventura County Assessor Parcel No. 203-0-061-490, for its bus transportation center (“Transportation Center”). The Transportation Center is generally depicted in Exhibit A; and

WHEREAS, Rio is in need of an interim bus transportation facility for the time period between the sale of its old facility and its location to and, as necessary, construction of a new facility; and

WHEREAS, Rio has requested, and Oxnard is willing to allow Rio, interim use of Oxnard’s Transportation Center for a period of one year for the interim non-exclusive use for (1) parking 18 Rio buses and 10 other Rio vehicles; and (2) use of related space and services described below;

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Oxnard grants to Rio a license for the non-exclusive right to (1) use the Transportation Center for purposes of parking 15 Rio buses and 14 other Rio vehicles; (2) space to place a modular office and a temporary restroom; and (3) utilize Oxnard’s regeneration system located at the Transportation Center. Rio shall coordinate with Oxnard to identify those spaces available for Rio use, and those areas of the Oxnard Transportation Center available for Rio to place the modular office and the temporary restroom. A depiction of the areas intended to be used by Rio are set forth in Exhibit B, which is subject to change from time-to-time as Oxnard coordinates with Rio to facilitate Rio’s relocation to the Transportation Center in a manner not to conflict with Oxnard’s operations to the greatest extent possible. The Parties agree that this license confers no easement or other legal interest in Oxnard’s Transportation Center or in any other Oxnard property upon Rio.

2. **Regeneration System.** As is set forth above, Rio may utilize Oxnard’s regeneration system located at the Transportation Center (the “Regeneration System”).

However, it is understood and agreed that Oxnard makes no representation and/or warranty with respect to the Regeneration System. Specifically, Oxnard makes no representation and/or warranty of any kind, express or implied, as to the condition of the Regeneration System, or as to the fitness or suitability of the Regeneration System for any use which Rio may intend to make thereof and Rio accepts the Regeneration System in an "As Is" condition. To the extent that Rio believes that repairs, maintenance, renovations and/or upkeep to the Regeneration System is needed, Rio shall be solely responsible for the performance of such repairs, maintenance, renovations and/or upkeep and the cost thereof.

3. Common Powers. Both Oxnard and Rio have the power to convey and hold property for the use and benefit of the school district (Education Code § 35162) and to enter into a contract with two or more public agencies to jointly exercise any power common to the contracting parties (Government Code §§ 6500, *et seq.*).

4. Term. The term of the Agreement shall be for a period of one year, from May 1, 2023 to and including June 30, 2024 (the "Term"); provided that the Agreement may be terminated earlier as set forth below.

5. Payment. In consideration for the license herein granted, Rio shall pay Oxnard the amount of \$30,000.00 (the "License Fee") during the Term hereof. The License Fee shall be payable in four (4) quarterly installments of \$7,500 each, due on July 11, 2023, October 11, 2023, January 11, 2024 and March 11, 2024.

6. Indemnification. To the fullest extent permitted by law, Rio will indemnify, defend and hold Oxnard, the members of Oxnard's Board of Trustees, officers, employees, directors, agents and authorized volunteers (the "Indemnitees") entirely harmless from and against any claim, demand, loss or liability (each, a "Claim"), of any nature whatsoever, that arise from, pertain to or relate to Rio's use of the Transportation Center or the performance of Rio, or its officers, employees, agents, contractors, or subcontractors, under this Agreement, including any Claim for personal injury, death, property damage, infringement of third-party rights, and/or failure to comply with any applicable law or requirement.

7. Insurance. Oxnard and Rio each participate in the Ventura County Schools Self-Funding Authority ("VCSSFA"), and therefore are collectively self-insure for workers' compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs. In the event either Party withdraws from the VCSSFA, the Parties shall meet and confer to identify those alternative insurance requirements that shall apply to Rio's use of the Transportation Center.

8. Default. If the Oxnard believes that Rio is failing to meet its obligations under this Agreement, Oxnard shall notify Rio in writing of the events and/or conditions that it believes constitutes such failure. Rio shall immediately correct the deficiencies identified by Oxnard. If Rio fails to immediately correct these deficiencies, Oxnard may declare Rio in default and immediately terminate this Agreement. However, termination of the

Agreement pursuant to this Paragraph shall not relieve Rio from completing its obligations under this Agreement.

9. Termination. This Agreement, being in nature a license, may be terminated by Oxnard upon 120 days written notice to Rio, and may be terminated by Rio upon 45 days written notice to Oxnard. However, Rio's obligations under Paragraph 6, above, shall survive the termination of this Agreement.

10. Amendment. This Agreement may only be amended in a written instrument signed by authorized representatives of Oxnard and Rio that has been approved by their governing boards.

11. Assignment. Rio may not assign its rights or obligations under this Agreement without the prior written approval of Oxnard.

12. Rio, by executing and delivering this Agreement, represents and acknowledges that it has read and understood this Agreement in its entirety and that it is willing and able to comply with its obligations hereunder. Rio further acknowledges and agrees that Oxnard is a public entity and, as such, is subject to very specific requirements and limitations and that this Agreement and the obligations of Oxnard hereunder are subject to all applicable federal, state and local rules.

13. In connection with this Agreement, Oxnard has determined that the use contemplated herein will not interfere with any Oxnard educational activity or otherwise jeopardize the education or safety of Oxnard students. Oxnard has also determined that the licensed use will not unduly disrupt the residents of the surrounding neighborhood.

14. This Agreement shall be interpreted in accordance with the laws of the State of California and, where applicable, with the Codes and/or Ordinances of the City of Oxnard.

15. This Agreement shall be considered to have been entered into and performed within the City of Oxnard, State of California

16. Any action brought to interpret or enforce any term of this Agreement, shall be brought in a state or federal court situated within the County of Ventura. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.

17. All notices under this Agreement shall be made in writing and shall be delivered by being (i) personally served upon the other Party, (ii) mailed via U.S. mail, or (iii) delivered via overnight delivery service. A notice delivered by personal service is deemed received on the date upon which it is delivered. A notice delivered via U.S. mail is deemed received five calendar days after it has been deposited in a mailbox or with a U.S. Post Office. A notice delivered via overnight delivery service is deemed received on the day after the date upon which it is given to the overnight delivery service. Notices shall be addressed to the following persons:

To Oxnard:

Dr. Anabolena DeGenna
Interim Superintendent
Oxnard School District
1051 South A Street
Oxnard, California 93030

To Rio:

Wael Saleh
Asst. Superintendent, Business Services
Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA. 93030

18. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

WHEREFORE, THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND:

Oxnard School District

By: _____
Name: Lisa A. Franz
Title: Director, Purchasing
Date: _____

Rio School District

By: Wael Saleh
Name: _____
Title: _____
Date: 6.16.23

EXHIBIT A

MAP OF TRANSPORTATION SITE

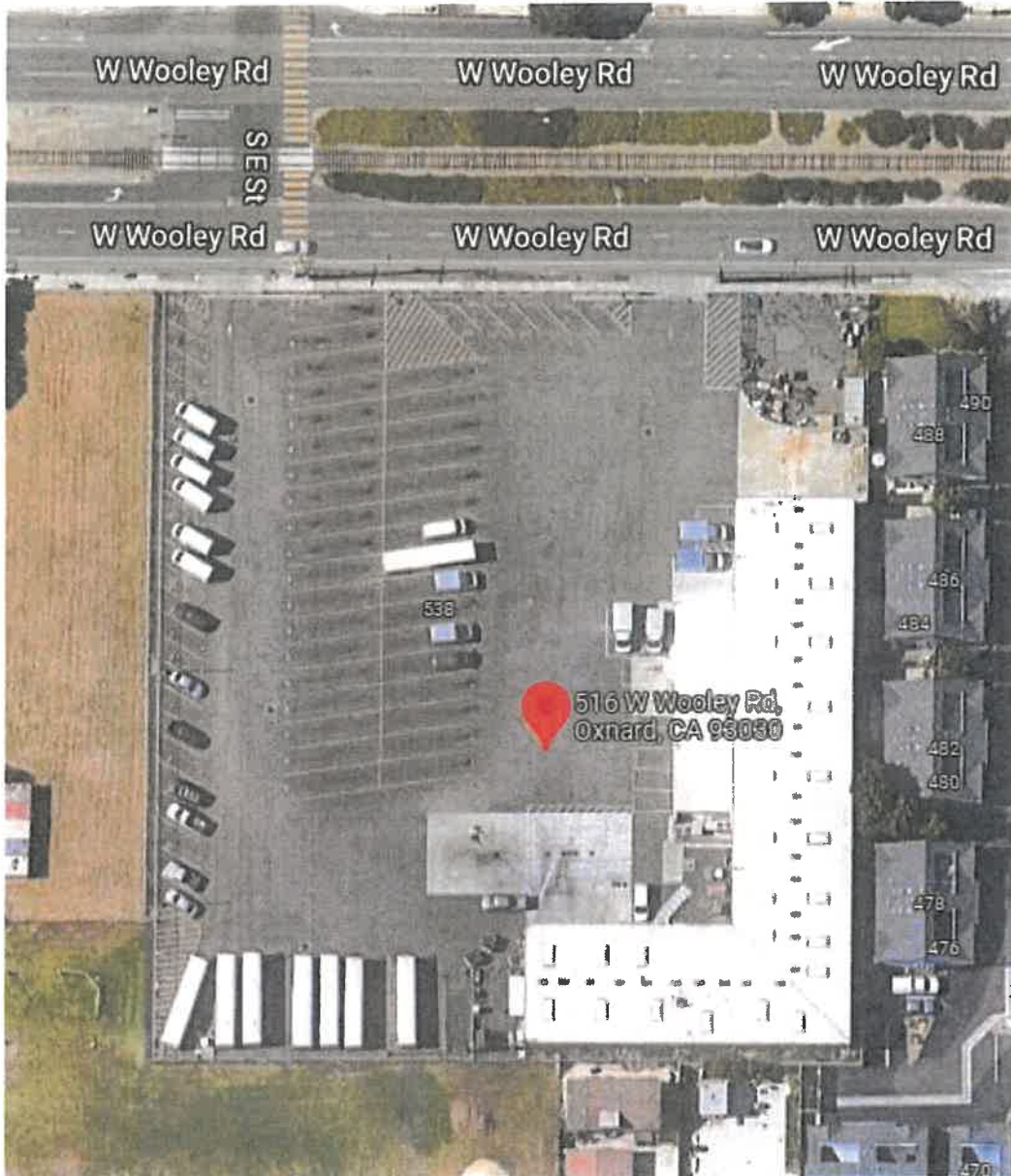


EXHIBIT B

DEPICTION OF PORTIONS OF TRANSPORTATION CENTER USED BY RSD





Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval of the Local Control Accountability Plan
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	11,891,240.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval of Local Control Accountability Plan.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Prior to adopting the LCAP, the governing board held a public hearing on June 21, 2023, to solicit recommendations and comments from the public regarding the specific LCAP actions and expenditures.

The superintendent has satisfied all the statutory requirements and requests the Board of Trustees to approve the Rio School District Local Control Accountability Plan.

[LCAP 2023-2024 \(1\).pdf \(47,648 KB\)](#)

Administrative Content

Executive Content



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 Approval of Adopted Budget for 2023/2024
Access	Public
Type	Action
Budget Source	All District Funds
Recommended Action	Staff recommends approval of the Adopted Budget for 2023/2024

Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>
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Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio School District must adopt a budget by July 1 of every year to allow for payments of any liabilities and expenditures, such as salaries, supplies and services. The attached documents represent the District's proposed 2023-24 budget.

As required by law, a public hearing for the 2023-24 budget was held on June 21, 2023. At that meeting, no public comment was given.

This is the link: [Budget Adoption Presentation](#) to the proposed budget presented by Assistant Superintendent Wael Saleh during the June 21, 2023 Board Meeting.

The following State Accounting Software forms are considered to be part of Rio School District's 2023-24 budget.

CB	Budget Certification	35	County School Service Fund
CC	Workers' Compensation Certification	49	Debt Service Fund for Blended Component Units Projects
TC	Table of Contents	51	Bond Interest and Redemption
01	General Fund		
13	Cafeteria Special Revenue Fund	52	Debt Service Fund - CFD
14	Deferred Maintenance Fund	A	Average Daily Attendance
20	Post Employment Benefits	MYP	Multi Year Projection
21	Building Fund	01CS	Criteria and Standards

25 Capital Facilities Fund		
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This report has been available for review since June 9, 2023 at the Rio School District office located at 1800 Solar Drive, 3rd Floor, Oxnard, CA and on the Rio School District website.

[Budget Summary for Board Packet \(1\) \(1\).pdf \(840 KB\)](#)

[2023.24 ADOPTED BUDGET \(1\).pdf \(10,295 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT
GENERAL FUND SUMMARY (FUND 01)
REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE
2023-24 Proposed Budget

	Unrestricted	Special Education	Categorical Programs	Total
A) REVENUES				
LCFF- Base Grant	\$52,751,115	\$0	\$0	\$52,751,115
LCFF- Supplemental/Concentration Grant	\$11,891,240	0	0	11,891,240
Federal Revenues	0	1,221,871	3,112,135	4,334,006
Other State Revenues	1,870,864	790,234	7,263,101	9,924,199
Local Revenues	625,000	4,145,530	75,000	4,845,530
TOTAL REVENUES	\$67,138,219	\$6,157,635	\$10,450,236	\$83,746,090
B) EXPENDITURES				
Certificated Salaries	\$24,101,776	\$3,924,905	\$2,680,312	\$30,706,993
Classified Salaries	\$7,588,320	3,258,125	\$2,193,839	13,040,284
Employee Benefits	\$14,805,451	3,204,634	\$2,259,025	20,269,110
Books and Supplies	\$2,378,608	114,484	\$2,272,221	4,765,313
Services and Operating Expenses	\$5,699,737	2,984,450	\$3,404,092	12,088,279
Capital Outlay	\$74,915	0	\$305,000	379,915
Other Outgo	\$1,933,349	0	\$0	1,933,349
Direct Support/Indirect Costs	(\$677,187)	43,383	\$484,095	(149,709)
TOTAL EXPENDITURES	\$55,904,969	\$13,529,981	\$13,598,584	\$83,033,534
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
C) BEFORE OTHER FINANCING SOURCES AND USES	\$11,233,250	(\$7,372,346)	(\$3,148,348)	\$712,556
D) OTHER FINANCING SOURCES/USES				
Interfund Transfer In	0	\$0	\$0	\$0
Interfund Transfer Out	0	0	0	0
Other Sources	111,382	0	0	111,382
Contributions/Flexibility Transfers	(10,056,321)	7,376,144	2,680,177	0
TOTAL OTHER FINANCING SOURCES/USES	(\$9,944,939)	\$7,376,144	\$2,680,177	\$111,382
E) NET INCREASE (DECREASE)				
IN FUND BALANCE	\$1,288,311	\$3,798	(\$468,171)	\$823,938
F) BEGINNING FUND BALANCE	\$3,709,354	\$590,212	\$7,997,808	\$12,297,374
G) ENDING FUND BALANCE	\$4,997,665	\$594,010	\$7,529,637	\$13,121,312
H) COMPONENTS OF ENDING FUND BALANCE				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	594,010	7,529,637	8,123,647
Assigned for Beginning Balance Reinstatement	200,000	0	0	200,000
Total Designations	\$230,000	\$594,010	\$7,529,637	\$8,353,647
b) Reserve:				
State Mandated Reserve (3%)	2,491,006	\$0	\$0	\$2,491,006
Unassigned Reserve	2,276,659	0	0	2,276,659
Total Reserve (\$)	\$4,767,665	\$0	\$0	\$4,767,665
Total Reserve (%)	5.74%	0.00%	0.00%	5.74%
ENDING FUND BALANCE (a + b)	\$4,997,665	\$594,010	\$7,529,637	\$13,121,312

**Rio School District
2023-24 Proposed Budget
Multi-Year Projection Assumptions**

Assumption	2023-24	2024-25	2025-26
Revenues:			
Projected Enrollment	5099	5008	4958
Projected Attendance Rate	92.5%	93%	93%
Projected Average Daily Attendance (ADA)	4742	4657	4611
Funded ADA Using 3 years Average	4949	4831	4751
Unduplicated Percentage based on 3 years Average	68.92%	67.76%	65.71%
Cost of Living Adjustment	8.20%	3.94%	3.29%
Additional Augmentation	0.00%	0.00%	0.00%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	\$ 5,006,424	-	-
Restricted Lottery Revenues Per ADA	\$ 67	\$ 67	\$ 67
Unrestricted Lottery Per ADA	\$ 170	\$ 170	\$ 170
Expenditures:			
Step and Column Adjustments	Included	1.50%	1.50%
Salary Increases/Settlements	0.00%	0.00%	0.00%
Certificated Changes	Actual Count	18	None
Classified Staffing Changes	Actual Count	None	None
Administrator Staffing Changes	Actual Count	None	None
STRS	19.10%	19.10%	19.10%
PERS	26.68%	27.70%	28.30%
Cost of Health Increase	Actual Cost	8%	8%
One Time Funds in Expenditures	\$ 4,335,978	1,287,790	-
Utilities Changes	Included	10%	10%

**Rio School District
Multi-Year Projections
2023-24 Proposed Budget**

	Description	2023-24 Proposed Budget	2024-25	2025-26
	Funded Average Daily Attendance	4,949	4,831	4,751
A	Revenues and Other Financing Sources:			
	1 LCFF: Base Grant	\$52,751,115	\$53,544,019	\$54,414,052
	LCFF: Supp/Concent	11,891,240	11,546,625	10,797,099
	2 Federal Revenues	4,334,006	2,647,371	2,647,371
	3 Other State Revenues	9,924,199	10,315,212	10,654,583
	4 Other Local Revenues	4,845,530	4,845,530	4,845,530
	5 Other Financing Sources	-	-	-
	6 Transfer in from Other Funds	111,382	113,610	115,882
	7 Total Revenues and Other Financing Sources	83,857,472	83,012,367	83,474,517
B	Expenditures and Other Financing uses:			
	1 Certificated Salaries			
	a. Base Salaries	30,706,993	30,706,993	29,333,921
	b. Projected Step and Column Adjustment	0	433,506	440,009
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	(1,806,578)	-
	e. Total Certificated Salaries	30,706,993	29,333,921	29,773,930
	2 Classified Salaries			
	a. Base Salaries	13,040,284	13,040,284	12,887,442
	b. Projected Step and Column Adjustment	-	190,455	193,312
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	(343,297)	-
	e. Total Classified Salaries	13,040,284	12,887,442	13,080,753
	3 Employee Benefits:			
	a. STRS	5,472,445	5,602,779	5,686,819
	b. PERS	3,638,461	3,569,821	3,701,853
	c. FICA and Medicare	1,486,472	1,411,231	1,432,400
	d. Health and Welfare	7,138,291	7,186,687	7,761,622
	e. Unemployment	21,434	66,362	36,737
	f. Worker Comp	870,840	835,983	848,523
	g. Retiree Benefits	1,641,167	1,634,573	1,659,092
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	-	(1,009,358)	(1,009,358)
	j. Total Benefits	20,269,110	19,298,079	20,117,688
	4 Books and Supplies	4,765,313	8,177,634	8,750,925
	5 Services and Other Operating Expenditures	12,088,279	12,000,716	12,187,765
	6 Capital Outlay	379,915	89,915	89,915
	7 Other outgo	1,933,349	1,933,349	1,933,349
	8 Indirect costs	(149,709)	(149,709)	(149,709)
	9 Other Financing Uses	-	-	-
	10 Proposed Budget Cuts	-	(333,000)	(333,000)
	11 Other Adjustments	-	8,123,647	-
	12 Total Expenditures and Financing Uses	83,033,534	91,361,994	85,451,616
C	Net Increase (Decrease) in Fund Balance	\$823,938	(\$8,349,626)	(\$1,977,099)
D	Fund Balance			
	1 Net Beginning Balance	12,297,374	13,121,312	4,771,685
	Total Components of Ending Fund Balance	\$13,121,312	\$4,771,685	\$2,794,586
E	Available Reserves- Unrestricted Only			
	Revolving Cash/Stores	30,000	30,000	30,000
	Legally Restricted/Carryover	8,123,647	(0)	0
	Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
	Designated for Economic Uncertainties	2,491,006	2,740,860	2,563,548
	Undesignated/ Unappropriated Amount	2,276,659	1,800,826	1,036
	Total Available Reserve - by Amount	\$13,121,312	4,771,685	2,794,585
	Total Available Reserve - by Percent	5.74%	4.97%	3.00%

		2023-24 Proposed Budget	2024-25	2025-26
A	Revenues and Other Financing Sources:			
	1 LCFF: Base	52,751,115	\$53,544,019	\$54,414,052
	LCFF: Supp/Conc	11,891,240	11,546,625	10,797,099
	2 Federal Revenues	-	-	-
	3 Other State Revenues	1,870,864	1,944,576	2,008,553
	4 Other Local Revenues	625,000	625,000	625,000
	5 Other Financing Sources	(10,056,321)	(10,656,321)	(11,256,321)
	6 Transfer In	111,382	113,610	115,882
	7 Total Revenues and Other Financing Sources	57,193,280	\$ 57,117,509	56,704,264
B	Expenditures and Other Financing uses:			
	1 Certificated Salaries			
	a. Base Salaries	24,101,776	24,101,776	24,463,303
	b. Projected Step and Column Adjustment	-	361,527	366,950
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Certificated Salaries	24,101,776	24,463,303	24,830,252
	2 Classified Salaries			
	a. Base Salaries	7,588,320	7,588,320	7,702,145
	b. Projected Step and Column Adjustment	-	113,825	115,532
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	7,588,320	7,702,145	7,817,677
	3 Employee Benefits:			
	a. STRS	4,337,996	4,672,491	4,742,576
	b. PERS	2,010,801	2,133,494	2,212,403
	c. FICA and Medicare	939,330	943,932	958,091
	d. Health and Welfare	5,489,947	5,929,143	6,403,474
	e. Unemployment	15,498	16,083	16,324
	f. Worker Comp	628,164	636,876	646,429
	g. Retiree Benefits	1,383,715	1,404,471	1,425,538
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	-	-	-
	j. Total Benefits	14,805,451	15,736,489	16,404,835
	4 Books and Supplies	2,378,608	2,378,608	2,378,608
	5 Services and Other Operating Expenditures	5,699,737	5,869,781	6,056,830
	6 Capital Outlay	74,915	74,915	74,915
	7 Other outgo	1,933,349	1,933,349	1,933,349
	8 Indirect costs	(677,187)	(482,101)	(482,101)
	9 Other Financing Uses	-	-	-
	10 Proposed Budget Cuts	-	(333,000)	(333,000)
	11 Other Adjustments (Elimination of One time Expense)	-	-	-
	11 Total Expenditures and Financing Uses	55,904,969	57,343,488	58,681,365
C	Net Increase (Decrease) in Fund Balance	1,288,311	(225,979)	(1,977,100)
D	Fund Balance			
	1 Net Beginning Balance	3,709,354	4,997,665	4,771,686
	Adjustment to Beginning Balance	-	-	-
	e. Total Components of Ending Fund Balance	4,997,665	4,771,686	2,794,585
E	Available Reserves			
	General Fund:			
	Revolving Cash/Stores	30,000	30,000	30,000
	Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
	Designated for Economic Uncertainties	2,491,006	2,740,860	2,563,548
	Undesignated/ Unappropriated Amount	2,276,659	1,800,826	1,036
	Total Available	4,997,665	4,771,686	2,794,585

		2023-24 Proposed Budget	2024-25	2025-26
A	Revenues and Other Financing Sources:			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	4,334,006	2,647,371	2,647,371
3	Other State Revenues	8,053,335	8,370,636	8,646,030
4	Other Local Revenues	4,220,530	4,220,530	4,220,530
5	Other Financing Sources	10,056,321	10,656,321	11,256,321
6	Total Revenues and Other Financing Sources	\$26,664,192	25,894,858	26,770,252
B	Expenditures and Other Financing uses:			
1	Certificated Salaries			
a.	Base Salaries	\$6,605,217	6,605,217	4,870,619
b.	Projected Step and Column Adjustment	-	71,980	73,059
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(1,806,578)	-
	ESSER III Plan For Certificated			
e.	Total Certificated Salaries	6,605,217	4,870,619	4,943,678
2	Classified Salaries			
a.	Base Salaries	5,451,964	5,451,964	5,185,297
b.	Projected Step and Column Adjustment	-	76,630	77,779
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	(343,297)	-
e.	Total Classified Salaries	5,451,964	5,185,297	5,263,076
3	Employee Benefits:			
a.	STRS	1,134,449	930,288	944,242
b.	PERS	1,627,660	1,436,327	1,489,451
c.	FICA and Medicare	547,142	467,299	474,309
d.	Health and Welfare	1,648,344	1,257,544	1,358,148
e.	Unemployment	5,936	50,280	20,414
f.	Worker Comp	242,676	199,107	202,094
g.	Retiree Benefits	257,452	230,103	233,554
h.	PERS Reduction	-	-	-
i.	Other Benefits/Adjustments	-	(1,009,358)	(1,009,358)
j.	Total Benefits	5,463,659	3,561,590	3,712,853
4	Books and Supplies	2,386,705	5,799,026	6,372,317
5	Services and Other Operating Expenditures	6,388,542	6,130,935	6,130,935
6	Capital Outlay	305,000	15,000	15,000
7	Other outgo	-	-	-
8	Indirect costs	527,478	332,392	332,392
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	8,123,647	-
11	Total Expenditures and Financing Uses	27,128,565	34,018,506	26,770,251
C	Net Increase (Decrease) in Fund Balance	(464,373)	(8,123,647)	1
D	Fund Balance			
1	Net Beginning Balance	\$8,588,020	\$8,123,647	(\$0)
	Adjustment to Beginning Balance	-	-	-
e.	Total Components of Ending Fund Balance	8,123,647	(0)	\$0
E	Available Reserves			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	8,123,647	(0)	0
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	Total Available	\$8,123,647	(\$0)	\$0



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.1 Approval of the Consent Agenda
Access	Public
Type	Action (Consent)

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

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



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Regular Meeting of June 21, 2023
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.



**Rio School District
Minutes
Regular Board Meeting
June 21, 2023
Rio School District
1800 Solar Drive
Oxnard, CA 93030**

**TELECONFERENCE LOCATION FOR TRUSTEE FELIX EISENHAUER:
Pursuant to Government Code Section 54953(B)**

**This meeting will also be conducted by teleconference at the following location:
1288 Shore Drive
Cascade, ID 83611**

Members of the public wishing to address the Board directly from this location will be allowed to do so during the public comment portion of the meeting.

Closed Session: 5:00 p.m.

Open Session: 6:00 p.m.

Members present

Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, and Rosa Balderrama

1. Open Session 5:00 p.m.

Procedural: 1.1 Call to Order

President Torres opened the meeting at 5:03 p.m.

1.2 Pledge of Allegiance

Oscar Hernandez, Assistant Superintendent, to lead the flag salute.

1.3 Roll Call

Trustee Martin called the roll. All present, Trustee Eisenhauer joined by teleconference.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Torres stated Item 4.1 Public Employee Discipline/Dismissal/Release will be removed from agenda; Item 10.5 Approval of the 23/24 Bell Schedules has a revised bell schedule for Rio del Valle Middle School and Item 11.16 Approval of the Education Protection Account Spending (EPA) Plan for 2023/2024 Dollar amount corrected to reflect 15,192,029.00

2.2 Approval of the Agenda
Staff recommends approval as amended.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

3. Public Comment-Closed Session

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

President Torres adjourned the meeting into closed session at 5:08 p.m.

4. Closed Session

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

4.2 Public Employee Performance Evaluation [Government Code 54957]
Title: Staffing 2022/2023; 2023/2024 and Superintendent's Evaluation

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

5.1 Report of Closed Session

President Torres reconvened into open session at 6:31 p.m.

President Torres reported no action was taken during closed session.

6. Recognitions/Presentations

6.1 Rio School District Years of Service and Retirement Awards

Ms. Rebecca Rocha, Director of Human Resources, presented the years of service and retirement recognitions.

The following staff were recognized for ten years of service:

Nora Alfaro School Office Manager Rio Plaza
Raul Barreda Custodian Rio Real
Mary Fleming Teacher Rio Vista
Robert Guynn Principal Rio Vista
Brandon Henschel Food Service Worker I Rio Vista
Teresa Ivey Teacher Rio Real
Abby King Teacher Rio Lindo
Justina Lara Food Service Worker I Rio Plaza
Leann Lang Teacher Rio Del Sol
Nicole Quijano Teacher Rio Del Sol
Cesar Ruiz Teacher Rio Vista
Yesenia Viera Teacher Rio Real
Heather Walker Teacher Rio Lindo

Fifteen Years:

Victor Anaya Counselor Rio Rosales
Elias Batis Campus Supervisor Rio Vista
Rebecca Bautista Teacher Rio Del Mar
Amanda Kato Teacher Rio Rosales
Crystal Dowdy Teacher Rio Lindo
Sandra Estrada District Library Clerk Rio Vista
Dulce Heller Food Service Manager Rio Del Sol
Annie Koga Teacher Rio Del Sol
Wendy McCafferty Teacher Rio Vista
Vivian Montoya School Office Manager Rio Del Valle
Emily Ramsey Library Clerk Rio Lindo
Rebecca Rocha Director of Human Resources District Office
Rosie Rosales Data Analyst District Office
Jessica Serrano Teacher Rio Vista
Russell Young Bus Driver/Delivery Driver MOT
Catalina Villa Teacher Rio Del Norte

Twenty Years:

Lisa Casta Teacher Rio Rosales
Charles Fichtner Director of MOT Facilities/MOT
Maria Garibay Instructional Assistant/Sped Rio Del Norte
Elsa Hernandez Teacher Rio Real
Susana Loughman Teacher Rio Rosales
Maria M. Hernandez Principal Rio Real
John Martinez Teacher Rio Del Mar
Adeline Mendez Principal Rio Lindo
Erin Mooney Teacher Rio Rosales
Elizabeth Ordaz Instructional Assistant/Sped Rio Del Norte
Margaret O'Sullivan Teacher Rio Rosales
Cesar Rosales Teacher Rio Lindo
Darin Spencer Teacher Rio Del Mar
Juan Toledo Counselor Rio Plaza
Frank Walsh Teacher Rio Lindo

Twenty Five Years:

Maria Ante Teacher Rio Del Mar
Maria Gonzales Teacher Rio Plaza
Margarita Mosqueda Principal Rio Plaza
Rosa Navarro-Herrejon Teacher Rio Real

Thirty Five Years:

Gracie Balderrama Instructional Assistant/Sped Rio del Valle

Retirements:

Wanda Kelly (38 Years)
Director of Innovation, Partnerships, & Principal Support
District Office

Velasquez, Kathleen (29 Years)
Food Service Manager
Rio Del Norte

7. Public Hearings

7.1 Public Hearing of Local Control Accountability Plan (LCAP)

President Torres opened the public hearing at 7:01 p.m. As there were no comments, President Torres closed the hearing at 7:01 p.m.

7.2 Public Hearing for the 2023/2024 Budget Report

President Torres opened the public hearing at 7:01 p.m. As there were no comments, President Torres closed the hearing at 7:01 p.m.

8. Communications

8.1 Acknowledgement of Correspondence to the Board

There was no correspondence to the board.

8.2 Board Member Reports

Board member reports were heard from President Torres and Trustee Balderrama, and Eisenhower.

8.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Ana Hernandez, CSEA.

8.4 Superintendent Report

Superintendent Puglisi presented information on district goals.

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. 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 Armando Vargas.

9. Information

9.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Services, introduced Lacey Piper, Director of Child Nutrition Services. Ms. Piper presented a report regarding the agricultural plan at Rio del Valle Middle School. Ms. Elise Echele also assisted with the presentation.

9.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented an update on the CAASPP testing.

9.3 Human Resources Update

Rebecca Rocha, Director of Human Resources, presented an update on the ACE program district administration participated in conjunction with CSEA.

10. Discussion/Action

10.1 Discussion/Action to Confirm Board Member Option for Remote Attendance at Board Meetings Only Under the Pre-Pandemic "Teleconferencing" Provisions of the Brown Act
Staff recommends returning to district policy prior to the pandemic.

Motion by Alesia Martin, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.2 Discussion/Action to Confirm Future Enforcement of Board Bylaw Regarding Public Speaking during Board Meetings

Motion by Eleanor Torres, second NONE.

Trustee Balderrama made a motion to recommend one donated additional 3 minute allotted time per person.

Motion by Rosa Balderrama, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

No: Kristine Anderson

10.3 Approval of Declaration of Need for Fully Qualified Educators

Staff recommends approval of the Declaration of Need for Fully Qualified Educators for the 2023-2024 school year.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

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

10.4 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and

Designated Subjects Career Technical Education 30 Day Substitute Teaching Permits

Staff recommends approval of the Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Career Technical Education 30 Day Substitute Teaching Permits for the 2023-2024 school year.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

10.5 Approval of 2023-2024 Bell Schedules

Staff recommends approval of the proposed 2023-2024 bell schedules with the revised Rio del Valle Middle School bell schedule.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

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

10.6 Approval of the updated District Discipline Matrices and Transportation Protocols.

Staff recommends approval of the updated discipline matrices and accompanying transportation protocols.

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

10.7 Resolution No. 22/23-22 Authorizing the Issuance of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes, and Approving Forms of and Authorizing Execution and Delivery of Related Documents and Actions.

Staff recommends that the Board adopt Resolution No. 22/23-22 to authorize the issuance and sale of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes.

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

10.8 Approval of Agreement with Architect for Education (A4E) for Architectural/Engineering Services for Rio Real and Rio Plaza Elementary School Campus Improvements.

Staff recommends the Board approve an agreement with Architecture for Education (A4E) for architectural/engineering services, as presented, for the Rio Real and Rio Plaza Elementary School campus improvements.

Motion by Kristine Anderson, second by Alesia Martin.

Final Resolution: Motion Carries

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

11. Consent

11.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as presented.

Motion by Kristine Anderson, second by Eleanor Torres.

Final Resolution: Motion Carries

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

11.2 Approval of the Minutes of the Regular Board Meeting of May 17, 2023
Resolution: Staff recommends approval of the Minutes of the Regular Board Meeting of May 17, 2023

11.3 Approval of the June Personnel Report

11.4 Approval of Executive Director, Educational Excellence and Innovation

11.5 Approval of Legal Services Agreement for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes

11.6 Approval of Transitional Kindergarten Memorandum of Understanding with Rio Teachers Association

11.7 Ratification of the Commercial Warrant for the period May 5, 2023 through June 8, 2023

11.8 Approval of the Certification of Signatures fiscal year 2023/2024

11.9 Approval of Contract renewal with FoodCorps service for the 2023/2024 school year.

11.10 Approval of Notice of Award for the Grocery Bid, Bid No. 23-CNS-003, to Sysco for the 23/24 school year.

11.11 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2023/2024 fiscal year.

11.12 Blanket Resolution No. 22/23-23 Regarding Appropriation Transfers for 2023/2024 fiscal year

11.13 Approval of Resolution 22/23-24 Regarding Temporary Loans Between District Funds for Fiscal Year 2023-2024

11.14 Approval of Resolution No. 22/23-25 to Improve Compensation for Unrepresented Staff After July 1, 2023

11.15 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2023/2024

11.16 Approval of the Education Protection Account Spending (EPA) Plan for 2023/2024

11.17 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2023/2024.

11.18 Approval of Contract with SAGE Realty Group for July 1, 2023 - June 30, 2024 for Consulting Services

11.19 Approval of MOU for Data Sharing between VCOE and Rio School District for the 23/24 school year.

11.20 Approval of Resolution No. 22/23-26 for the issuance of a Notice of Completion with EJS Construction, Project 22-01L Rio Plaza HVAC and Electrical.

11.21 Approval of Boys and Girls Club of Greater Oxnard and Port Hueneme Contract for 2023-2024

11.22 Approval of Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle

11.23 Contract with YMCA to provide summer program staffing

11.24 Memorandum of Understanding for Migrant Education Program with Ventura County Office of Education

11.25 Approval of Multi-Year AVID Agreement

11.26 Approval of Renewal Contract with MIND Education for the 2023-2024 school year

11.27 Contract with ATX Learning Group

11.28 Contract with 360 Degree Customer Inc.

11.29 Contract with Maxim Healthcare Staffing Services

11.30 Contract with Pioneer Healthcare Services

11.31 Ratification of renewing the District phone system (VOIP) contract with Windstream

11.32 Contract with AMN Healthcare

11.33 Renewal of the Securly Content filter and Classroom management system contract with Trebron

11.34 Contract with Therapy Travelers LLC and 3Chords Inc.

11.35 Contract with APA Speech Therapy Inc.

11.36 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.

11.37 Approval of Learning A-Z Contract Renewal for 2023-2024

11.38 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services

12. Organizational Business

12.1 Future Items for Discussion

President Torres requested a construction update.

12.2 Future Meeting Dates: June 28, 2023

13. Adjournment

13.1 Adjournment

President Torres adjourned the meeting at 8:34 p.m.

Approved on this 28th day of June, 2023.

John Puglisi, Ph.D., Secretary Date

Clerk of the Board Date



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Approval of June 28th Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Approval of personnel report is recommended for summer program hiring and additional changes in personnel since the June 21st meeting.

[PERS June 28, 2023.pdf \(70 KB\)](#)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT

June 28, 2023

Certificated Personnel Report

Certificated Resignation:

Edgeworth, Linnae, Resource Teacher, Rio del Sol 1.0 FET, Effective 06/16/2023

Certificated Ratification of Employment:

Alfaro, Annette, DI Elementary Teacher Rio Real To DI Elementary Teacher Rio Plaza, 1.0 FTE, Effective 23/24 School Year
Guynn, Robert, School Psychologist Rio Vista/Rio del Sol to School Psychologist Rio del Valle, 1.0 FTE, Effective 23/24 School Year

Classified Personnel Report

Classified Management Ratification of Employment:

Nunez, Eric, School Based Mental Health & Wellness Clinician, 8 hours, Rio Del Valle, effective 7/5/23

Classified Promotion:

Romero, Cruz, from Campus Supervision Assistant, 4.5 hrs, Rio Del Norte, to Custodian, 8 hrs, Rio Del Sol, effective 6/20/23

Classified Ratification of Employment:

Soto Sandoval, Bethia, Food Service Worker I, (4) hours, Rio Lindo, effective 8/23//23
Stump, Ryan, Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 6/15/23

Classified Resignation:

Jones, Lori, Instructional Assistant/Special Education, (5.75) hours, Rio Rosales, effective 6/15/23

Classified Retirement:

Classified Voluntary Transfer:

Luna, Olga, from Campus Supervision Assistant, (3.25)hrs, Rio Del Mar to Campus Supervision Assistant, (4)hrs, Rio Plaza, effective 8/23/23

Connect Learn & Grow (June 26 - July 28)

Ahmed, Yasmin, (6) hours, Instructional Assistant
Casarez, George, (6) hours, Instructional Assistant
Flowers, Lindsey, (6) hours, Instructional Assistant
Galaviz, Richard,(6) hours, Instructional Assistant
Marquez, Maricruz, (6) hours, Instructional Assistant
Rabelo, Liliana, (6) hours, Instructional Assistant
Thompson, Kiana, (6) hours, Instructional Assistant

Explore Program (June 26 - July 28)

Hodges, Angelique, After School Program Site Coordinator, (5.5) hours

Jump Start/Kindergarten (June 26 - July 28)

Godoy, Susana, (5) hours, Instructional Assistant

Language Academy (July 17 - July 28)

Castorena, Citlalli, (5.5) hours, Instructional Assistant
Gomez, Sonya, (5.5) hours, Instructional Assistant
Gutierrez, Mayra (5.5) hours, Instructional Assistant

Madrigal, Jasmin, (5.5) hours, Instructional Assistant

Vargas, Joseph, (5.5) hours, Instructional Assistant



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly complaint report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

[Williams UCP Quarterly Report 2022-23 4th quarter.pdf \(50 KB\)](#)

Administrative Content

Executive Content

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Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2022-23

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 31, 2022 (7/1/22 to 9/30/22)
 (check one) January 31, 2023 (10/1/22 to 12/31/22)
 April 28, 2023 (1/1/23 to 3/31/23)
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: June 28, 2023

Please check the box that applies:

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

Textbooks and Instructional Materials	0	0	1
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	1

John Puglisi
 Name of District Superintendent

 Signature of District Superintendent



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2023/2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	72,600.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval of the contract renewal with Diane DeLaurentis FY 2023/2024
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Superintendent Puglisi

Rationale:

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

[DeLaurentis2324.pdf \(483 KB\)](#)

Administrative Content

Executive Content

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5/3/2023

Dear Board Members,

Attached is my 2023-2024 Performing Arts contract proposal for the Rio School District. I am offering the Rio School District: weekly workshops at five Elementary Schools, a Middle School Theater elective & AME elective, directing and teaching choreography for the District Musical, and directing an Artistic project with HHM. Performing Arts improves students' self-confidence, creativity, critical thinking, communication, collaboration, artistic expression and is a safe haven for struggling students. It would be an honor to teach Rio students the Performing Arts next year.

Sincerely,

Diane DeLaurentis
Artist in Residence, Drama
Most Excellent Enterprises, inc.

Diane DeLaurentis - Most Excellent Enterprises, Inc.
PERFORMING ARTS CONTRACT PROPOSAL
2023-2024

To: Rio District School Board

From: Most Excellent Enterprises, Inc.
Diane DeLaurentis, *Artist in Residence, Drama*

Re: Drama instruction for Rio School District

Date of Proposed Service: August 18, 2023 - June 15, 2024

1. WEEKLY ELEMENTARY WORKSHOPS (K-5th)

October 2022 to June 2023

DESCRIPTION: Instructor teaches dynamic and innovative half-hour workshops introducing creative drama exercises and games to elementary students. Students will demonstrate their performing skills in a variety of ways: improvisation, skits, pantomime exercises. Students will learn presentation skills such as blocking, eye-contact and voice techniques, play games that explore imagination, creativity and self-expression, and also demonstrate problem solving, collaboration, listening and responding skills. 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: Based on who signs up over 600 students a week.
 Where: RDM, RL, RN, RDS, RR or RP
 Days: M-F
 Time: 8:30am-2:30pm

Fee: \$36,000

2. DRAMA ELECTIVES (RVMS & RDS)

August 18, 2022 – June 15, 2023

DESCRIPTION: Instructor will teach a Middle School THEATER ELECTIVE class, hip-pocketing Ms. Regalado's "Advanced Choir" class at RVMS, and assist with FILM/TV expertise in Mr. Espinoza's AME at RDS. These classes are ideal for 7th or 8th grade students who want to learn about theater, film, video, voice-over, stage production, acting techniques, professional protocol and demonstrating skills in the Performing Arts. No homework, but class effort and participation are required. Students will demonstrate acting, improvisation and presentation skills throughout the year doing scenes, monologues, plays in class, on film and on stage. Topics include the history of

world theatre, theater vocabulary, pantomime, scenes, monologues, play analysis, speech, voice, blocking, auditioning, and creating a short film.

Students: 7th & 8th grade
 Where: RVMS/RDS
 Days: M-F
 Time: 10 hours/week (includes prep)

Fee: \$21,000 per Middle School

3. DISTRICT MUSICAL

October to June

DESCRIPTION: Directing a full stage production of an age-appropriate musical for the Rio District. Duties include selecting musical, holding auditions for students' 5th to 8th grade, creating 2 casts, managing bi-weekly rehearsals, teaching choreography, working with the Artistic Director, selecting wardrobe, selecting props, working with special effects dept, giving lighting cues to Tech Director, running Tech rehearsal, running Dress Rehearsal, 4 performances, holding an award ceremony for students, and incorporating the 5 C's throughout.

Students: 30- 40 students
 Where: RVMS, room 13
 Days: Thursdays and Tuesdays
 Time: 3:00pm-6:00pm

Fee: \$14,500

4. DISTRICT ARTISTIC PROJECT

January to March

DESCRIPTION: Instructor works with HHM creating a story and directing a 20 – 45 min. dance performance created specifically for the Rio School District. Elementary, Middle School students will be cast in roles. Play will be performed on stage.

Students: 50
 Where: RVMS Cafeteria
 Days: Mondays
 Time: 3:30-6:30

Fee: \$1100

TOTAL FEES: \$72,600

**Diane DeLaurentis Artist in Residence, Drama
2022-2023 Year in Review**

1. RDS AME ELECTIVE (with Omar Espinoza)

August 2021- June 2022

Location: RVMS, Room 13

Days: M-F

Time: 12:00pm-1:00pm

Grade: 7th - 8th grade

Students Participated: 38

Service Provided:

- Creating and maintaining effective *daily in-class* environment for student to explore self-expression through the Performing Arts.
- Planning and providing students with tools and skills to aid in performance, public speaking and self-confidence.
- Allowing students to demonstrate personal creative expression through games, exercises and creative projects.
- Engaging and supporting students with their emotional growth using dramatic material.
- A safe haven for at-risk students.

Instruction Includes:

- Acting games and exercises
- Modelling a film set
- Modelling a Commercial set
- Demonstrating commercial scripts
- Modelling voice over techniques
- Demonstrating dubbing
- Demonstrating Professional Protocol

Class Results:

- :30 minute film
- 1 minute Mental Health Film
- 1 minute Rio Film Festival Submission
- :30 Commercial

Outcome to Share:

2023 State Award Winner – “Mental Health Film Festival”

Second Place (TIED): “My Empty Feeling”

Ventura County

Rio del Sol STEAM School

Filmmakers: Chelsea Mira, Ellie Medina, Teresa Gastelum-Quintanilla, Mariah Lopez Corona, and Lena Spalluto

Advisor: Omar Espinoza (with Diane DeLaurentis)

[View & Download](#)



2. RVMS THEATER ELECTIVE (Taught in conjunction with TeriLynn Regalado Advanced Choir Class)

August 2021- June 2022

Location: RVMS, Room 13

Days: M-F

Time: 9:00am-10:00am

Grade: 7th - 8th grade

Students Participated: 5

Service Provided:

- Creating and maintaining effective *daily in-class* environment for student to explore self-expression through the Performing Arts.
- Planning and providing students with tools and skills to aid in performance, public speaking and self-confidence.
- Allowing students to demonstrate personal creative expression through games, exercises and creative projects.
- Engaging and supporting students with their emotional growth using dramatic material.
- A safe haven for at risk students.

Instruction Includes:

- Learning and applying theatrical terms and vocabulary.
- Exploring student imagination and emotion through creative drama exercises, games and projects.
- Encouraging emotional connection through monologues and scene work.
- Using acting technique to explore scene breakdown and play analysis.
- Creating performances for students in front of audiences, on stage and on camera.
- Exploring the physical and emotional aspects of playing a character.
- Demonstrating stage awareness, body control, blocking and movement in class, video and on stage.

- Practicing voice, speech, dialect and communication skills in class, video and on stage.
- Demonstrating collaboration, flexibility, commitment and perseverance.
- Learning about professional protocol, 'behind the scenes' professions and college monologue prep.

Students Participating:

Jaime Andrade Jr.
 Mikayla Limon
 Scarlet
 Emmalee Eason
 Liliana Rivera

Class Results:

World Artist Presentation
 Comedy Improvisation for 5th Grade Orientation
 Pantomime Performance
 Monologue Performance
 Musical Singing Performance
 Play Adaptation of "The Crucible" Performance
 Self-Expression Commercial

Outcome to Share:

Comedy Improvisation for 5th Grade Orientation, introducing this 7th/8th Theater Elective.



World Artist Performance



Musical Performance:



Pantomime Performance:



Class Monologue Stage Performance:

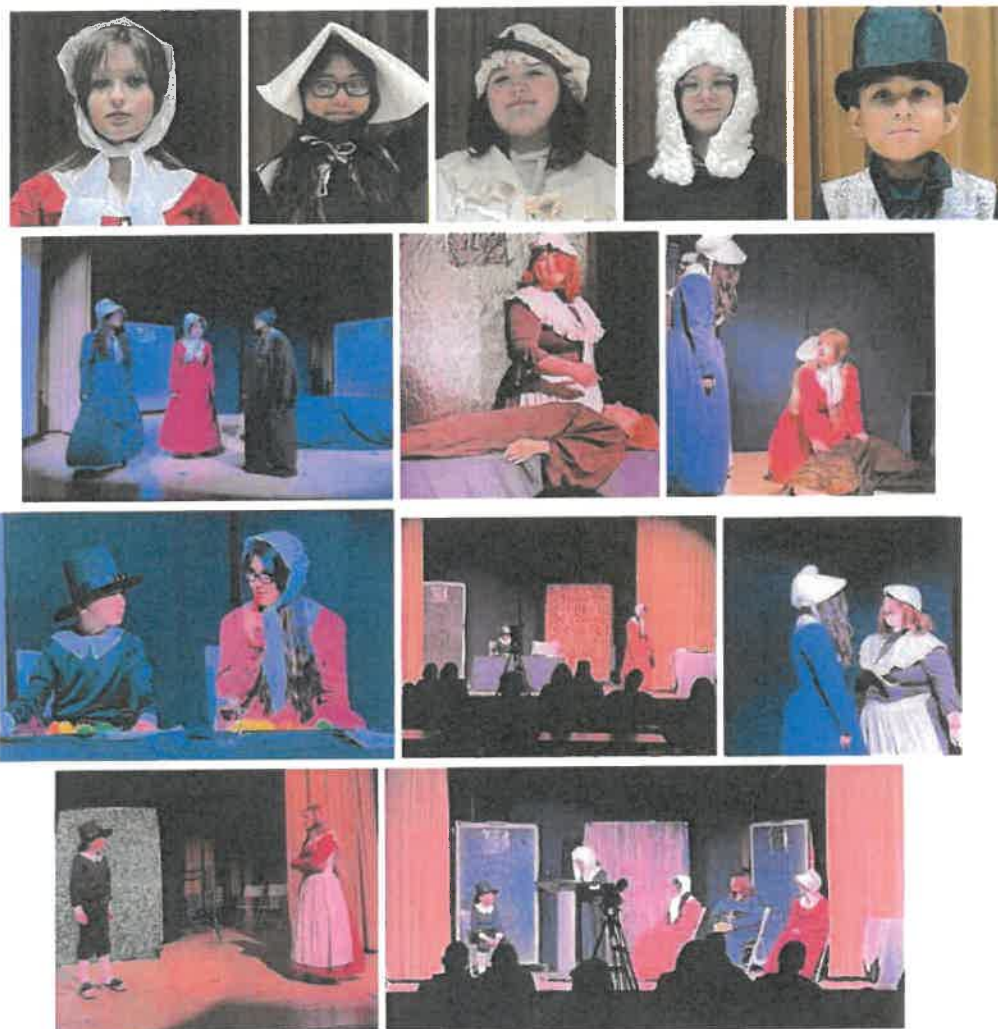


"The Diary of Anne Frank" Field Trip:

RVMS Theater Elective and Advanced Choir (33 students) took a field trip to the Colony Theater, in Glendale, to see a Latin X cast perform "The Diary of Anne Frank." During the Q&A, Theater student, Jaime Andrade was the only student invited on stage to meet a living Holocaust survivor. He spoke in front of the audience, and tearfully expressed how moved he was by the production.



"Scenes from The Crucible" Stage Performance:
<https://rioschools.org/riovista/2023-theater-arts/>



3. ELEMENTARY CLASS CREATIVE DRAMA WORKSHOPS

October 2020 – May 31, 2022

Location: RL RDM, RN, RDS, RR

Days: 1 day a week

Time: 10:30 – 11:30 / 1:30 - 2:30pm

Grade: K-5th

Students Participated: Approximately 600 students a week.

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.

Teachers & Student Participation:

72 teachers signed up, allowing 2160 students to participate in PERFORMING ARTS.

<u>RIO DEL MAR.</u>	<u>RIO LINDO</u>	<u>RIO NORTE</u>	<u>RIO DEL SOL</u>	<u>RIO</u>
<u>ROSALES</u>				
Dowdy	LaMorena	Cathcart	Calderon	Book. Wagstaff
Cisneros	King	Muller	Mendoza	Murillo Vea
Tenorio	Jones	Pearson	Molina	Lang Winn
Martinez	Jaquez	Casimiro	Shaw Linder	Espinoza Muller
Arreola	Walsh	Araiza	Burke	Gibson
DSpencer		Contreras	Ostrowski	Coronado
Messecar		Granado	Koga	Kato
Handley		Mackie	Cushing	Steiner
Soto		Villa	Quijano	Mooney
Gonzales		Garcia	Hamm	
Franckowiak		Fennell	Kinder	
Spencer		Walstrom	Murillo	
Bautista		Auerbach	Romp	
		McDaniel	Izvarin	
		Espinoza	Stephenson	
		Anderson	Hummel	
		Almstrom	Hernandez	
			Bayer	
			Holliday	
			Lam	
			Connelly	
			Hummel	
			Legaspi	
			Burke	

Services Provided:

Bringing *imagination* and *creativity* into the classroom. Working individually and in groups, playing CREATIVE DRAMA games and exercises. Instruction includes body

Where: RVMS, room 13
Days: Tuesdays, Thursdays
Time: 3pm-6pm
Students Participating: 37 students



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2023/24
Access	Public
Type	Action (Consent)
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 2023/24
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

[Nee2324.pdf \(258 KB\)](#)

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.



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 10th day of MAY, 2023 by and between Rio School District (hereinafter referred to as "District") and NEE SACKY MUSIC LLC, (hereinafter referred to as "Provider.")

Provider: NEE SACKY MUSIC LLC
Telephone Number:
Street Address: 1650 E. GONZALES ROAD #101
City, State, Zip code: Oxnard, CA 93036
E-mail Address:
Business License Number (if applicable):

SERVICES

MUSIC CONSULTING & INSTRUCTION

Description of Services

Table with 4 columns: Date(s) of Service, Hour(s) of Service, Location. Includes dates AUGUST 17th 2023 and JUNE 18th 2024.

FEES

Compensation for Services \$ 45,000.00 per annum
Other Ancillary Cost, as applicable \$
Total not to Exceed \$ 45,000.00

- W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

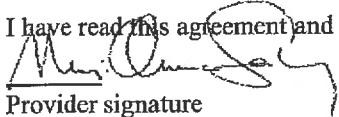
Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds.

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms



Provider signature

10th May 2023

Date

SITE AGREEMENT

Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date



End Of Year Report (School year 2022 – 2023) Nee Quaison-Sackey (Artist In Residence)

Services Provided:

- Rio Plaza
 - Violin and Ukulele Instructor (5th Grade).
 - Music Theory and Soundtrap Instructor and Director (4th Grade)
 - After School Drum Line Program
- Rio Del Mar
 - Violin and Ukulele Instructor (5th Grade).
 - Music Theory and Soundtrap Instructor and Director (4th Grade)
- Rio Del Sol
 - Individual Student Piano & Violin Instructor (7th Grade)
- Rio School District:
 - Music festival and assemblies performances
 - Maintenance and repair student guitar, violin, cello and ukulele inventories
 - Curriculum development and creation including original compositions for students.
 - Part of Specialists Team
 - Recording, production & arrangement of concert band parts for TRSB collaboration with Oxnard High School and Pacifica High School

Highlights from 2022-23 :

- Coordinating with District's Technology Department to complete a detailed inventory of all music instruments
- After handling regular music classes at Rio Del Mar & Rio Plaza and to help support the newly introduced Specialists Program I handed over my Mar & Plaza classes to another Artist in Residence and joined the Specialists Team.
The team was to be made up of an Art Specialist, a Music Specialist and a Physical Education Specialist and it not to interfere with regular Art, Music and P.E. programs already in progress. Since those in charge could not find a credentialed Music Specialist and a credentialed P.E. specialist they opted for two(2) Art Specialists and myself as the Music Specialist.
The program mandated that we spend a week at each elementary school in rotation. With a few minor obstacles the program has been successful and I am looking forward to it growing.

Plans for 2023-24

- Maintain current repertoire of ensembles at Rio Del Mar, and Rio Plaza while selecting, arranging and adding new repertoire to prepare for competitions and school functions next year.
- Expand Elementary School Music to cover all schools in district
- 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	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Approval of Contract Renewal with Steve Sunnarborg FY 2023/24
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	45,000.00
Budgeted	Yes
Recommended Action	Staff recommends the contract renewal with Steve Sonnarborg FY 2023/24
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

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

[Sunnarborg2324.pdf \(255 KB\)](#)

Administrative Content

Executive Content

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SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

Sucrintendent John D. Puglisi, Ph.D.

SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 30th day of June, 2023

Rio School District (hereinafter referred to as "District") and Steven Sunnarborg (hereinafter referred to as "Provider.")

Steven Sunnarborg Musical Services

Provider Telephone Number

3916 E. Main St.

Street Address Fax Number

Ventura, CA 93003 stevensunnarborg@mac.com

City, State, Zip code E-mail Address

Tax Identification or Social Security Number 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 6/30/2023-6/30/2024 Hour(s) of Service Varies Location various in RSD

FEES

Compensation for Services \$ 50.00 per hour

Other Ancillary Cost, as applicable \$ supplies with receipt

Total not to Exceed \$ \$45,000

- W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Steven R. Sunnarborg _____ 5/02/2023

Provider signature

Date

SITE AGREEMENT

Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date

Steven Sunnarborg



Services Provided:

Rio Vista: Conductor, Orchestrator, Instructor: Rio Vista Condors Guitar Orchestra (6-8)

Rio Vista: Sound reinforcement/ technology support for keyboard class (6-8)

District Wide: Working with students to help them transition back into the classroom. Music festival performances and sound reinforcement, maintain and repair student guitar inventories, coordination of sound reinforcement staff for performances and recordings, curriculum development and creation including original compositions and arrangements for students.

Highlights from 2022-23

- Well received concerts by Rio Vista Condor's Guitar Orchestra including Winter Concert, Recruitment concert at elementary schools, Music Festival, and End of Year Concerts
- Creation and application of multi-tiered orchestral parts for students with different skill levels in order to produce a refined and united musical outcome.
- Developed guitar program at Rio Vista to daily and multiple periods to accommodate the guitar's blossoming popularity on campus.
- Guiding the students through the applications of personal excellence and collaboration through the study of the guitar in an ensemble setting.
- Adjust instruction style to accommodate the student's post covid gradual transition back into classroom learning.
 - The River Songs Band creation and performance in service of curriculum and instruction. Original song topics associated with climate change, social awareness and community. TRSB endeavors always strive to be inclusive of student/expert collaborative performances.
 - Next level connections for musical appreciation and learning with students with disabilities

Plans for 2022-23

- Maintain the current repertoire of Rio Vista's Guitar Orchestra 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.



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Approval of the Contract Renewal with Hip Hop Mindset FY 2023/24
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	52,900.00
Budget Source	LCAP
Recommended Action	Staff recommends approval of the contract renewal with HipHop Mindset FY 2023/24

Public Content

Speaker: John Puglisi, Superintendent

Rationale:

Hip Hop Mindset will continue to provide the students with dance classes at all sites.

[HH2324.pdf \(331 KB\)](#)

Administrative Content

Executive Content

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SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 8th day of May 2023 by and between Rio School District (hereinafter referred to as "District") and Hip Hop Mindset, (hereinafter referred to as "Provider.")

Hip Hop Mindset _____ Telephone Number _____
 Provider
1063 N Ventura Rd _____ Fax Number _____
 Street Address
Oxnard, CA 93030 _____ info@hiphopmindset.com _____
 City, State, Zip code E-mail Address

 Tax Identification or Social Security Number Business License Number (if applicable)

SERVICES

Dance Instruction, Production, Dance Showcases

Description of Services

<u>August 2023 - June 2024</u>	<u>8:00AM - 3:00pm</u>	<u>Rio School District School Sites</u>
Date(s) of Service	Hour(s) of Service	Location

FEES

Compensation for Services \$52,990.00
 Other Ancillary Cost, as applicable \$ _____
 Total not to Exceed \$ _____
 • W-9 received

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Automobile Liability.** If vehicles will be driven on district property, Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following minimum coverage limits:
 - Personal vehicles: \$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
 - Commercial vehicles: \$1,000,000.00 combined single limit
- **Other Coverage as Dictated by the District.** Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

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

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


Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and

limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all the claims made.

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms



Provider Signature

5/8/2023
Date

SITE AGREEMENT

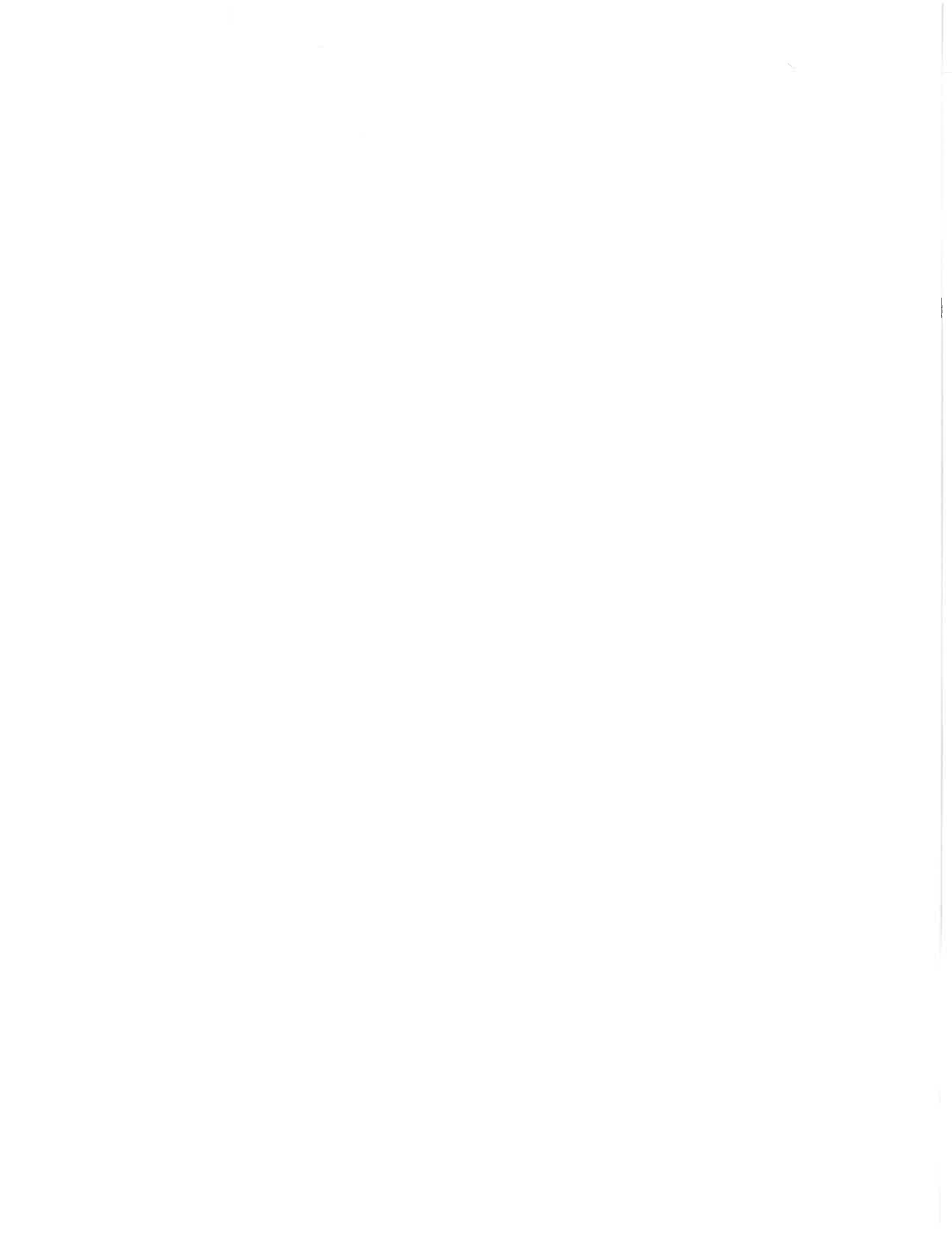
Site Administrator Signature

Date

DISTRICT APPROVAL

District Administrator Signature

Date



HIP HOP MINDSET

END OF YEAR REPORT

2022 / 2023

SEPTEMBER 2022 - MAY 2023

In person Hip Hop Classes At:

Rio Del Sol, Rio Del Norte, Rio Rosales, Rio Del Mar, Rio Lindo

SEPTEMBER 2022

CSUCI President's Investiture Ceremony (HJM Performance)

FEBRUARY 2023

**Dance Rehearsals at HJM Studio for Dolores Huerta
Performance**

MARCH 2023

CSUCI Performance for Dolores Huerta

Son & Someone Special Dance Rio Lindo

MAY 2023

CSUCI Performance AUTS 2023



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of the Contract Renewal with Learning Priority Software, Inc FY 2023/24
Access	Public
Type	Action (Consent)
Dollar Amount	59,400.00
Budget Source	LCFF
Recommended Action	Staff recommends approval of the Contract Renewal with Learning Priority, Inc. FY 2023/24

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.

[LP2324.pdf \(178 KB\)](#)

Administrative Content

Executive Content

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SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

SHORT FORM SERVICES AGREEMENT

This Agreement is intended to be used for low cost, low risk, short-term services. This Services Agreement (the "Agreement") is made and entered into this day of July 1, 2023, 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, 2023-June 30, 2024

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

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

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

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

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days

prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Provider signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date

9.10



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of Contract Renewal with Lawrence Interactive Media FY 2023/2024
Access	Public
Type	Action (Consent)
Dollar Amount	66,260.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the Contract Renewal with Lawrence Media FY 2023/2024
Goals	Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale: Lawrence Interactive Media will provide updates, cleanup, improve navigation and add content to all site and district office websites.

[2023-24 Rio Contract - Wolf Digital - Management Maintenance Hosting.pdf \(64 KB\)](#)

[2023-24 Rio Contract - Wolf Digital - As Needed Development.pdf \(61 KB\)](#)

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.

Wolf Digital Agency, LLC
 5690 Willow View Drive
 Camarillo, CA 93012
 +1 8057447177
 larry@wolfmedia.us
 https://wolfmedia.us

Estimate 00639



ADDRESS

Dr. John Puglisi / Sonia Cervantez
 Rio School District
 1800 Solar Drive
 Oxnard, CA 93030

DATE	TOTAL	EXPIRATION DATE
05/19/2023	\$38,760.00	06/30/2023

P.O. NUMBER

Contracts 2023-24

CATEGORY	ACTIVITY	QTY	RATE	TOTAL
Management	<p>MONTHLY WEBSITE PROACTIVE MANAGEMENT, MAINTENANCE, SECURITY and UPDATES CONTRACT (July 1, 2023 - Jun 30, 2024 - Invoiced Quarterly) Monthly agreement to maintain and monitor all 11 websites* of the Rio School District, providing monthly services including the following:</p> <ul style="list-style-type: none"> • Maintenance & Compatibility - Fix issues that come up with compatibility, problems with menus, widgets, pages, and posts. • Structural Updates - Weekly updates to WordPress software, Custom Theme, PHP, Server Software (if applicable) and all plugins • Security - Daily scans, monitoring, and check of security issues, vulnerabilities, breaches, and fix/patches. • Speed Checks – Daily scans, optimizations and speed checks to keep sites loading consistently and fast. • Backups - Daily, Weekly, Monthly server level, cloud backup services. • Reporting - Monthly consolidated reporting on backups, updates, security scans and performance scans. • Feedback & Guidance - Provide regular feedback and suggestions for changes, upgrades and improvements to the sites. <p>*Rio District, Rio del Mar, Rio del Norte, Rio del Sol, Rio del Valle, Rio Lindo, Rio Plaza, Rio Real, Rio Rosales, Rio Vista, Rio Independent Study</p> <p>Payment Schedule</p> <ul style="list-style-type: none"> • January - March (billed Jan. 1) • April - June (billed Apr 1) • July - September (billed July 1) • October - December (billed Oct. 1). 	12	3,150.00	37,800.00

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)

CATEGORY	ACTIVITY	QTY	RATE	TOTAL
Hosting	<p>MONTHLY HIGH PERFORMANCE CLOUD HOSTING SERVICES (July 1, 2022 - Jun 30, 2023 - Invoiced Quarterly)</p> <p>Monthly Custom Website Hosting Package for all 11 Websites:</p> <ul style="list-style-type: none"> - WordPress Optimized Cloud Servers - Updated PHP 7.4+ - Solid State Drives - Custom Containerized Shared Hosting Environment - Included SSL Certificates (HTTPS) - \$70 savings per site/yr - Content Delivery Network (CDN) - NGINX High Speed Server (4x faster than Apache Servers) - 24 Hour Uptime Analysis - Daily Backups - Static Page 200x faster than GoDaddy's average load speed <p>Payment Schedule</p> <ul style="list-style-type: none"> • January - March (billed Jan. 1) • April - June (billed Apr 1) • July - September (billed July 1) • October - December ((billed Oct. 1). 	12	650.00	7,800.00

This is the annual contract for WEBSITE MANAGEMENT, MAINTENANCE, SECURITY, BACKUP and MONITORING (July 1, 2023 - June 30, 2024).

SUBTOTAL 45,600.00
DISCOUNT 15% -6,840.00

This CONTRACT also include HIGH PERFORMANCE CLOUD HOSTING SERVICES.

TOTAL \$38,760.00

Pricing includes a 15% education discount.

THANK YOU.

Accepted By

Accepted Date

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)

Wolf Digital Agency, LLC
5690 Willow View Drive
Camarillo, CA 93012
+1 8057447177
larry@wolfmedia.us
https://wolfmedia.us

Estimate 00638



ADDRESS

Dr. John Puglisi / Sonia Cervantez
Rio School District
1800 Solar Drive
Oxnard, CA 93030

DATE
05/19/2023

TOTAL
\$27,500.00

EXPIRATION
DATE
06/30/2023

P.O. NUMBER

Contracts 2023-24

CATEGORY	ACTIVITY	QTY	RATE	TOTAL
Development	WEBSITE DEVELOPMENT CONTRACT (As Needed - NOT TO EXCEED) (July 1, 2023-June 30, 2024) Monthly agreement for website development, changes and new integrations for Rio School District websites, as needed. This could includes projects like: <ul style="list-style-type: none">• Major Changes to Pages, Posts or site structures• Custom Integrations for Campuses - Working with schools to create better tools and integrations for teachers, parents and students• Training & Support - Helping Principals, schools, and district staff with updating and revising website content, as need.• Content Support - Help Carlo, as needed, in updating content, pages and posts.• Special Projects - New development and integrations for custom applications, learning management systems, and new programs and services for the district. (Development work is billed at \$110/hr, minus a 15% discount)	250	110.00	27,500.00

WEB DEVELOPMENT CONTRACT (July 1, 2023 - June 30, 2024) - As needed,
NOT TO EXCEED 250 hours annually. (Development work is billed at \$110/hr,
minus a 15% discount) -

TOTAL **\$27,500.00**

THANK YOU.

Accepted By

Accepted Date

Thank you for the opportunity to serve you in helping to increase sales, grow marketshare, and expand revenue streams. Once you are ready to move forward, we just need a signed estimate and 30% down to get started! Let us know if you have any questions. (Proverbs 28:20)



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Sobrato Early Academic Language (SEAL) Program MOU
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	50,000.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of SEAL MOU.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Sobrato Early Academic Language (SEAL) has designed the three-day Integrated and Designated ELD Institute to develop a shared understanding of best practices around integrated and designated ELD and to build teachers' confidence in designing and delivering thoughtful, intentional ELD.

Teachers will:

- reflect on how to thoughtfully create safe, affirming learning environments as a foundation for learning so that English Learners will take the risk of speaking and engaging with a new language
- explore and design Integrated ELD that gives students context for developing language proficiency
- learn to effectively identify and address the strengths and needs of English Learners through formative assessments
- deepen their use of scaffolds and supports such as graphic organizers, language functions and differentiated sentence frames to ensure students can effectively engage with complex texts and tasks
- unpack two elements of Designated ELD ("to prepare for" & "in response to") so that teachers can prepare students for upcoming content as well as respond to their particular language needs

SEAL will facilitate three days of training for teachers, administrators and other staff (TOSAs, coaches, etc.) for up to 50 participants and a Kick Off session for administrators and others who will be supporting implementation. Sessions will be scheduled by mutual agreement, with anticipated session dates as follows:

Kick Off Day

- TBD

ELD Institute

- August 15, 2023
- August 16, 2023
- November 1, 2023

SEAL will also provide up to 8 hours of Technical Assistance.

The program fee will be \$50,000

[Rio ELD Institute 2023-2024 MOU SEAL.pdf \(137 KB\)](#)

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.

Program Fee Agreement

This Agreement is entered into as of June 6, 2023 (“Effective Date”) between the Sobrato Early Academic Language Program (“SEAL”) and Rio Elementary School District (“District”).

Recitals

A. SEAL is a California nonprofit public benefit corporation that is tax-exempt under Internal Revenue Code Section 501(c)(3) and that is a private foundation.

B. SEAL has developed and operates a program known as Sobrato Early Academic Language, or SEAL. The SEAL program is designed to address the needs of English learner children within the context of all grade-level classrooms from Pre-K through sixth grade for academic success and prepares all children for the Common Core standards. SEAL has designed the three day Integrated and Designated ELD institute to develop a shared understanding of best practices around integrated and designated ELD and to build teachers’ confidence in designing and delivering thoughtful, intentional ELD.

C. District wishes to retain the SEAL program services to deliver the Integrated and Designated ELD Instruction Institute (“Program”). Now therefore, for good and valuable consideration, the parties hereby agree as follows:

1. Obligations of SEAL.

A. SEAL hereby provides a royalty free, non-exclusive license to the District to use the “Sobrato Early Academic Language” name and all intellectual property associated with SEAL solely for the purposes set forth in this Agreement during the term of this Agreement solely for educational purposes set forth in this Agreement, subject to District’s compliance with all of the terms and conditions herein. The District is authorized to provide copies of the SEAL Model and associated materials (“Licensed Materials”) to participating schools within the District solely for such schools’ educational purposes. The District shall ensure that the Licensed Materials are not used, copied or disclosed for any purpose other than participating schools’ educational purposes within the District. All use of the SEAL trademarks shall inure solely to the benefit of SEAL and shall not create any rights, title or interest on the part of the District or participating schools in the SEAL trademarks. The District and participating schools shall not use or attempt to register any of the SEAL trademarks or any confusingly similar mark or create a combination mark with any SEAL trademarks, in each case without the prior written consent of SEAL. All rights not expressly granted herein are reserved by SEAL.

B. SEAL will provide support to enable the District to implement learnings from the ELD institute, including:

Program Description

The ELD Institute is designed to improve educator effectiveness in meeting the needs of English Learners across the grade spans.

Teachers will:

- reflect on how to thoughtfully create safe, affirming learning environments as a foundation for learning so that English Learners will take the risk of speaking and engaging with a new language
- explore and design Integrated ELD that gives students context for developing language proficiency
- learn to effectively identify and address the strengths and needs of English Learners through formative assessments
- deepen their use of scaffolds and supports such as graphic organizers, language functions and differentiated sentence frames to ensure students can effectively engage with complex texts and tasks
- unpack two elements of Designated ELD (“to prepare for” & “in response to”) so that teachers can prepare students for upcoming content as well as respond to their particular language needs

SEAL will facilitate three (3) days of training for teachers, administrators and other staff (TOSAs, coaches, etc.) for up to 50 participants and a Kick Off session for administrators and others who will be supporting implementation.

SEAL will also provide up to eight (8) hours of Technical Assistance

Program Date(s):

The parties intend for the Program support services to commence in August 2023 and conclude in June 2024, all subject to the terms and conditions set forth in this Agreement.

Sessions will be scheduled by mutual agreement, with anticipated session dates as follows:

Kick Off Day

- TBD

ELD Institute

- August 15, 2023
- August 16, 2023
- November 1, 2023

SEAL agrees to deliver to the District to the best of their ability the Program services described above. SEAL also agrees to coordinate the details of the Program with the District in order to help achieve the outcomes that the District desires. In exchange for SEAL materials and services provided under this Agreement, the District agrees to compensate SEAL as follows:

Program Fee: \$50,000

SEAL shall issue invoices for payment. The payment schedule is as follows:

Invoice Date	Invoice Amount
● March 31, 2024	\$50,000 - Total Due for Program

The District affirms that payment to SEAL is necessary to ensure SEAL can provide support as set forth herein. Failure of the District to pay SEAL within 30 days of the scheduled payment may result in a suspension of support activities from SEAL. Failure of the District to pay SEAL within 90 days of the scheduled payment may result in cancellation of this Agreement and/or suspension of SEAL's license and services, with or without notice, in SEAL's sole discretion.

2. Obligations of the District, Rio

The parties agree that successful implementation of the ELD Institute requires a continued commitment on the part of the District and each school site. Accordingly the District agrees to support Integrated and Designated ELD Instruction Institute by ensuring the following:

- The District will commit to a minimum of 12 hours of collaborative planning time for grade level teams and will maintain a Facilitator for the duration of the Integrated and Designated ELD Instruction Institute to facilitate collaborative planning time. The District will provide the Facilitator time to plan collaborative planning sessions - 1 hour of planning for each hour of facilitation is recommended.
- Participation of District Leadership, Principals, Facilitators and Teachers in the SEAL activities and services as described in item 1.B. above. Educators should come in site grade level teams and may be across multiple sites.
- District will provide teachers with release time through available collaboration or prep time for the purpose of participation in the Program. The District will carry these participation costs solely and consistently across the term of the Program.

Intellectual Property and Proprietary Information

The parties agree that the name "Sobrato Early Academic Language" and "SEAL," including all written materials related to SEAL and all know-how related to the SEAL program, are the intellectual property of SEAL and are being licensed to the District under this Agreement to enable the District to conduct the Program. In the event that SEAL, in its sole discretion, determines that the District is operating or utilizing the intellectual property in a manner that jeopardizes the goodwill, integrity, or quality of SEAL or the SEAL program or name, then SEAL will notify the District in writing, and within thirty (30) days, the District will discontinue its use of the Sobrato Early Academic Language or SEAL name. This provision shall continue beyond the date of the Program for as long as the District continues to use the intellectual property, or Sobrato Early Academic Language or SEAL name.

The District agrees not to audio or videotape the presentation without prior written consent.

Term and Termination

This Agreement will commence on the Effective Date and continue not to exceed 13 months unless terminated by either party on 60 days notice to the other party, for any reason. Following the termination of this Agreement, SEAL at its sole discretion may (but is not obligated to) grant license to the District for continued use of the Model, the SEAL program services, the Sobrato Early Academic Language name, and any materials developed as part of this Agreement, subject to SEAL's continuing

right to monitor the integrity and goodwill of the intellectual property and name, as provided under Intellectual Property and Proprietary Information above.

Announcements

The District shall submit in advance to SEAL, for review and revision at the sole discretion of SEAL, any announcements the District intends to make regarding SEAL, the SEAL program services, and any publications referring to the SEAL program services, or to Sobrato Early Academic Language that the District intends to publish.

Indemnification

The District irrevocably and unconditionally agrees to defend, indemnify, and hold harmless SEAL, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the District, its employees, or agents, in carrying out the Model or using the Sobrato Early Academic Language name, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of SEAL, its officers, directors, employees, or agents.

Miscellaneous

- **No Waivers.** The failure of SEAL to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.
- **Governing Law.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.
- **Counterparts.** This Agreement may be signed in counterparts.
- **Dispute.** In the event of a dispute, difference of interpretation, or appeal of a decision regarding the terms and/or conditions of this Agreement, settlement shall first be sought in a meeting between Dr. Anya Hurwitz, Sobrato Early Academic Language Executive Director, and the Assistant Superintendent or similarly appointed District supervisor of the Model implementation. If settlement cannot be reached, the issue shall then be presented to the executives of the two agencies (SEAL Executive Director and Superintendent of the District) for joint resolution. If such resolution proves ineffective, then both sides shall agree to attend mediation. If a party wishes to pursue mediation they shall provide written notice of such intent and give the responding party 30 days to respond to such demand and allow a total of 60 days from the demand to pass to allow for mediation before filing any action, whether through arbitration or the Superior Court of Santa Clara County. Any mediation shall be conducted through AAA and in accordance with AAA Rules for Commercial Disputes. The parties may stipulate to a mediator other than a AAA mediator.

- **Amendment.** This Agreement may be amended on the initiative of either party by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.
- **Force Majeure.** Neither party will be liable for any failure of performance hereunder or for damages caused by any delay or failure to perform hereunder if performance is made impracticable due to any occurrence or circumstance beyond its reasonable control. For purposes of clarity, and by mutual agreement, the parties' obligations regarding training, meetings and other in-person contacts may be modified or limited to the extent necessary to comply with Covid-19 shelter-in-place orders or other pandemic-related laws, regulations or best practices, for the safety and protection of all parties.
- **Limit of Liability.** UNDER NO CIRCUMSTANCES SHALL SEAL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER AS A RESULT OF SINGLE OR MULTIPLE CLAIMS, FOR (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM ANY ASPECT OF THIS AGREEMENT OR THE RELATIONSHIP PROVIDED FOR HEREIN, OR (B) AGGREGATE DAMAGES EXCEEDING THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE TO SEAL HEREUNDER DURING THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES EXPRESSLY AGREE AND ACKNOWLEDGE THAT THE FOREGOING LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

In witness whereof, the parties have entered into this Agreement as of the Effective Date.

Date: _____

Rio Elementary School District

By: _____

Its: _____

Date: 6.6.23

Sobrato Early Academic Language Program

By: BB _____

Its: Head Finance & Operations Officer

9.12



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Ratification of the Memorandum of Understanding with Rio Teachers Association to conduct a Pilot for Teacher Evaluation
Access	Public
Type	Action (Consent)
Recommended Action	District administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: For the past year, Rio Teachers Association and Rio administrators have engaged in professional development around teacher evaluation and growth. The committee has named the evaluation process Systematic Educator Effectiveness Development (SEED) to capture the essence of the new process. Together, the team has reviewed best practices, looked at other districts' evaluation models, and discussed changes needed to our current forms and processes to move Rio from a static process that is currently limited to observations to a more dynamic process that uses multiple measures to help improve instruction and learning. The next step in the development of our model is to engage teachers in a pilot program to practice using the new model. The pilot will take place over the course of the 23-24 school year. We currently have 40 teachers who have requested and been chosen by the committee to be a part of the pilot year. During the pilot, teachers and administrators will be provided with ongoing professional development and participate in no less than four two hour sessions to provide feedback to the SEED team on the new model.

[SEED MOU between RTA and RSD.docx.pdf \(50 KB\)](#)

Administrative Content

Executive Content

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Systematic Evaluator Effectiveness Development (SEED)
Memorandum of Understanding
Between Rio School District (RSD) and Rio Teachers Association (RTA)
August 1, 2023-June 15, 2024

The Systematic Evaluator Effectiveness Development (SEED) process was developed jointly by RSD and RTA in order to develop a clearly defined process to develop teacher practice, improve evaluation, increase student learning, and to memorialize employee growth processes. SEED is an evaluation process that focuses on educator growth and connects professional learning relevant to instructional goals for student learning, the California Standards for the Teaching Profession (CSTPs), and multiple measures. After the Pilot, the parties will negotiate language for the evaluation process.

During the 2023-2024 school year RSD and RTA agree to the proposed Memorandum of Understanding, as follows:

- 1) Selected Pilot Educators will be provided an orientation and professional development around the new process and forms.
- 2) RSD and RTA will ensure ongoing communication between pilot participants and the SEED Committee through four additional meetings during the 2023-2024 school year. Additional meetings may be scheduled with agreement from both parties.
- 3) RSD will maintain accurate records of task completion and meeting attendance.
- 4) RSD will hold harmless any participating teacher in the SEED pilot year, 2023-2024. The pilot process will count as the educator's evaluation and reset any timelines for future evaluations. No educator currently on a five year cycle will have their five year cycle revoked based on participation in the pilot.
- 5) RTA will hold the district harmless for any evaluation language under Article 18 during the duration of the pilot program for unit members participating in the pilot.
- 6) All summative evaluations shall be completed by May 15, 2024 for the 2023-2024 school year.
- 7) Selected Educators will participate in the SEED Pilot Program for the 2023-2024 school year and
 - o a copy of the SEED documents will be placed in the personnel file with a memo noting participation in the pilot program.
 - o redacted copies of submitted evaluations may be used by the SEED committee for determining pilot effectiveness and future training purposes. Any identifying information/language shall be removed.
- 8) The SEED guidelines and procedures will guide the evaluation process for pilot members.
- 9) Educators who are currently probationary are not eligible to participate in the Pilot program.
- 10) Educators who participate in pilot meetings outside of their regular work day shall be paid at the hourly rate.

Participants must:

Systematic Evaluator Effectiveness Development (SEED)
Memorandum of Understanding
Between Rio School District (RSD) and Rio Teachers Association (RTA)
August 1, 2023-June 15, 2024

- 1) Be a tenured teacher in the district.
- 2) Attend the SEED orientation meeting on August 14, 2023.
- 3) Attend and participate in all required SEED Pilot Professional Development. Any meetings that a participant may miss must be approved by the SEED committee in advance. District will provide the meeting dates to the unit members participating in the pilot at least one month prior to the meeting.
- 4) Be engaged in the work of the SEED Pilot.
- 5) Respond to communications in a timely manner.
- 6) Review and utilize the CSTP rubric/continuum and Rio School District SEED Handbook throughout the process.
- 7) Participate in and complete All SEED Cycle activities according to the identified timeline, including:
 - Self-Reflection and Goal Drafting
 - Collaborative Goal Setting Meeting
 - Mid-Year Check In
 - Year End Annual Growth Summary Conference
 - Ongoing reflection, coaching, and visits
- 8) Collect agreed upon data/evidence throughout the cycle according to form P2- Goal Setting and Action Plan.
- 9) Provide data and feedback on the SEED system through meetings, surveys, and other measures as determined by the SEED committee.
- 10) Communicate with the SEED Committee as questions and needs arise.
- 11) Participants must notify the SEED committee in writing by September 15, 2023 if they no longer wish to take part in the pilot.

The parties agree to meet to discuss the terms of this MOU upon request of either party.

For the district:

Signature: _____ Date: _____

For RTA:

Signature: _____ Date: _____

9.13



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Ratification of the Memorandum of Understanding with Rio Teachers Association regarding middle school Special Education Teachers' prep periods
Access	Public
Type	

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: For the past three years, the district and RTA have had an agreement to provide middle school special education teachers with an extra prep period in order to complete special education assessments and reports for students on their caseloads. The district has been collecting data to determine if the practice is needing to be ongoing and to make sure that students' needs are adequately met under by teachers with the provision of an additional period for caseload management. Approval of this MOU allows for an additional prep period for one more year while the two parties negotiate contract language.

[Final Sped MOU 23-24.pdf \(75 KB\)](#)

Administrative Content

Executive Content

Special Education MOU (middle school additional preparation period)

05.25.2023

The Rio School District and the Rio Teachers Association agree to enter into a one year memorandum of understanding for the 2023/2024 school year for full time middle school special education unit members (SAI teachers) that would provide an additional daily preparation period to perform duties as described below.

Full time special education unit members (SAI teachers) at the middle school level shall have an additional daily preparation period each day for purposes of conducting special education assessments, writing special education reports, IEP preparation, data collection and progress monitoring, to improve co-teaching practices, and other duties related to the teaching assignment.

The moderate/severe middle school unit member may be released one day per week (equivalent to five (5) periods) to perform the above duties. However, if the site/district determines it is in the best interest of students, the additional period for specialized PE may be offered on an annual rotating basis, in order of seniority, to all special education teachers at the site. If a unit member chooses to work the second prep, they will be paid the additional period in lieu of an extra prep time. No unit member shall be required to work the second prep and the specialized PE assignment will be returned to the unit member teaching under the moderate/severe credential (and one release day in lieu of a second prep) should all unit members decline to work the second prep period.

The additional preparation period shall not be used to hold IEPs.

During the unit member's preparation periods, the unit member shall remain at their assigned school site in order to perform the duties as described above.

These preparation periods shall not be used to extend a break or lunch period.

The District will collect data throughout the year to evaluate the effectiveness of the additional preparation period as it relates to the middle school special education program.

This memorandum of understanding shall become effective on the first day of instruction and expire on the last day of instruction of the 2023/2024 school year.

For the District:

Rebecca Rocha 6/14/23
Name Date

Veronica Dauscher 6/14/23
Name Date

For RTA:

[Signature] 6/14/23
Name Date

Name Date



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Ratification of the Memorandum of Understanding with Rio Teachers Association to include Counselors in the RTA collective bargaining agreement.
Access	Public
Type	Action (Consent)
Preferred Date	Jun 28, 2023
Absolute Date	Jun 28, 2023
Recommended Action	District administration recommend approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Counselors are currently unrepresented certificated employees in the Rio School District, but have vested interest in being represented by the teachers' union to protect their working conditions. Ratification of the MOU allows the counselors to become a part of the teachers union without going through a lengthy, labor intensive process with the state Public Employee Review Board. The district and RTA will negotiate contract language regarding counselors during the 23-24 school year.

[Final Counselor MOU between RSD and RTA 06_14_23.docx.pdf \(49 KB\)](#)

Administrative Content

Executive Content

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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
RIO SCHOOL DISTRICT AND
RIO TEACHERS ASSOCIATION (CALIFORNIA TEACHERS ASSOCIATION)

This memorandum is agreed between the Rio School District (District) and Rio Teachers Association (RTA) concerning the transition of School Counselors from being classified as unrepresented certificated employees to being part of the RTA Certificated Bargaining Unit, effective July 1, 2023.

Whereas, School Counselors have not been included in the certificated bargaining unit at the District and have been instead historically classified as unrepresented certificated employees;

Whereas School Counselors are required to maintain a Pupil Personnel Services credential from the California Commission on Teacher Credentialing;

Whereas the School Counselors are currently placed on the Certificated Salary Schedule; Whereas the School Counselors currently work 185 service days;

Whereas the School Counselors are currently eligible for longevity pay according to the increments specified on the Certificated Salary Schedule;

Whereas, the Parties agree that the School Counselors have sufficient common interest with the certificated bargaining unit that they should be included in the unit; and

Whereas, the Parties wish to include School Counselors as part of the certificated bargaining unit, with the changes described in this MOU effective July 1, 2023, unless otherwise stated.

Now, therefore, the District and RTA have negotiated and agree to the following:

1. Effective July 1, 2023, School Counselors shall officially be included in the certificated bargaining unit, RTA.
2. The Certificated Salary Schedule shall be changed to "Certificated Teacher/Counselor Salary Schedule" to reflect the addition of School Counselors to the unit.
3. The School Counselor work year shall be 185 days and follow the certificated work year.
4. The school counselors shall follow a professional work day, with the ability to flex their time, in order to implement the full scope of their duties which includes implementation of parent engagement activities and other evening events.
5. All terms and conditions of employment, including the application to the School Counselors of specific provisions of the collective bargaining agreement, shall be subject to negotiations.
6. The Parties agree that this MOU will serve as the status quo for all matters described herein, and that the Parties shall include such terms, subject to requests for further negotiation, during the normal bargaining cycle for the next contract term between the RTA and the District and shall remain in place until a successor agreement is reached.

By: _____ Dated: _____
For Rio School District

By: _____ Dated: _____
For Rio Teachers Association



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of Revisions to the GATE Stipend Job Description and Stipend amount
Access	Public
Type	Action (Consent)
Preferred Date	Jun 28, 2023
Absolute Date	Jun 28, 2023
Dollar Amount	6,750.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	District Administration recommends approval of the revised GATE Coordinator stipend job description and stipend amount.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The GATE program has grown and changed over the past few years creating a need to update the job description to better define the current needs of the program and responsibilities of the GATE Coordinators. The new job description requires additional duties and the district and RTA have agreed to increase the stipend amount from \$2,750 to \$3,500 to provide compensation commensurate to the level of duties required of the GATE coordinators.

[2023 JD GATE Coordinator.docx \(76 KB\)](#)

Administrative Content

Executive Content

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JOB DESCRIPTION

GATE COORDINATOR

BASIC FUNCTION

Under the direct supervision of the principal and with guidance from the Director of Extended Learning Programs, the GATE Coordinator shall plan, design, coordinate, and implement the school's GATE program; and provide leadership in instruction and methodology which will succeed in meeting the goals and objectives of the District's GATE program.

MAJOR DUTIES AND RESPONSIBILITIES

The duties of this position are not limited to those stated but may also include additional duties that are necessary for successful implementation of this program.

1. Develop, prepare, and facilitate GATE enrichment programs at assigned school site and provide supervision as appropriate. Assist teachers in coordinating the instructional program and GATE instruction; shall ensure that there is at least one GATE activity per month
2. Assist in developing in-service programs for classroom teachers.
3. Complete universal testing for GATE identification. Assist in creating an articulated instructional program from kindergarten through grade eight for GATE students
4. Illicit and receive referrals from student, teacher, or parents to begin the assessment process for GATE identification.
5. Initiate IPT process to determine eligibility of GATE qualified students. Participate in the GATE Parent Advisory Committee
6. Disseminate current literature and research which contributes to the improvement of instruction
7. Coordinate ongoing planning and evaluation activities. Work with Director of Extended Learning Programs to collect data and evaluate program feedback.
8. Provide outreach to GATE eligible students for participation in GATE enrichment opportunities. Assist in the identification of GATE students.
9. Respond to parent, teacher, and student inquiries regarding GATE qualification process, enrichment opportunities, and other GATE related topics.
10. Meet with school principal and teachers of GATE students as needed.
11. May develop and implement training modules for teachers of GATE students
12. Facilitate and develop materials to support the GATE program.
13. Participate on the District GATE advisory committee, district liaison meetings, and parent informational meetings as needed.
14. Prepare for and attend end of year GATE showcase with the Director of Extended Learning Programs.
15. Assist in coordinating snacks with food services for after school participants as appropriate.
16. Perform other duties as assigned.

SUPERVISOR

Under the immediate supervision of the principal.

QUALIFICATIONS:

The candidate must possess the knowledge, skills and personal leadership qualities to successfully demonstrate the ability to:

- Plan, organize, and administer the GATE program;
- Coordinate assigned activities with other departments, schools, and outside agencies;
- Provide responsible and complex administrative support to the principal;
- Interpretation and analysis of data related to students and the program;
- Advise and instruct students and teachers;
- Communicate effectively orally and in writing;
- Interpret, apply, and explain rules, regulations, policies, and procedures;
- Establish and maintain cooperative and effective working relationships with others;
- Operate a computer and assigned office equipment;
- Analyze situations accurately and adopt an effective course of action;
- Meet schedules and timelines;
- Work independently with little direction;
- Plan and organize work;
- Communicate effectively with diverse constituencies;
- Possess interpersonal skills which result in tactful, patient, respectful, and courteous interaction with others;
- Prepare comprehensive narrative and statistical reports;
- Direct the maintenance of a variety of reports and files related to assigned activities;
- Administer current best practices in the organization and facilitation of technology;
- Maintain consistent, punctual, and regular attendance.

Physical Requirements:

Ability to hear and speak to exchange information orally and in writing; see to read a variety of materials; walk across campuses to conduct school business; sit, reach, stoop, and bend as needed to perform clerical and administrative duties. Stand for extended periods of time when assisting with student supervision.

Education and Credential Requirements:

Must possess at least a Bachelor's Degree from an accredited institution with a Masters' degree preferred; and California teaching credential required.

Experience:

At minimum of three years teaching experience and two years successful leadership experience in the educational field or other substantial experience serving on the school leadership team, or coordinating site-based programs.

Certificate Requirement:

Must maintain current CPR/First Aid certification and a California' Drivers' License.



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Approval of signing RSD WiFi MOU between Rio School District and OUHSD
Access	Public
Type	Action (Consent), Discussion
Preferred Date	Jun 28, 2023
Absolute Date	Aug 01, 2023
Fiscal Impact	No
Budgeted	No
Budget Source	N/A
Recommended Action	Staff recommends approval of signing the MOU between RSD and OUHSD about RSD WiFi.

Public Content

Speaker: Jarkko Myllari

Rationale: RSD WiFi is the wireless network and internet service built in Nyeland Acres by the District during the pandemic to support Rio households not able to connect with the District hotspots. The service has currently been installed at 135 households. In the fall 2023 many of the students living in the connected households will have graduated and are starting their studies at OUHSD. This MOU is written and would be signed to help to manage the network service and support, communication and cost allocation between the two Districts.

[RSD_OUHSD - MOU re Rio WiFi Network.pdf \(163 KB\)](#)

Administrative Content

Executive Content

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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OXNARD UNION HIGH SCHOOL DISTRICT
AND RIO SCHOOL DISTRICT
RELATIVE TO THE JOINT USE OF THE RIO WIFI NETWORK FOR STUDENT
INTERNET CONNECTION**

Dated the __th day of _____, 2023

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE OXNARD UNION HIGH SCHOOL DISTRICT
AND RIO SCHOOL DISTRICT
RELATIVE TO THE JOINT USE OF THE RIO WIFI
NETWORK FOR STUDENT INTERNET CONNECTION**

THIS AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 2023, to be effective on the Effective Date (as hereinafter defined) by and between the OXNARD UNION HIGH SCHOOL DISTRICT (“OUHSD”) and the RIO SCHOOL DISTRICT (“RSD”), which are public school districts operating within the County of Ventura, California. OUHSD and RSD may be referred to in this Agreement collectively as “Parties,” or individually as “Party.” This Agreement is entered into between OUHSD and RSD pursuant to the Joint Exercise of Powers Act as set forth in Chapter 5 (commencing with Section 6500) of Division 7 of Title 1 of the California Government Code (“Joint Powers Act”).

RECITALS

A. Each OUHSD and RSD are California public school districts operating within overlapping geographic jurisdictional boundaries. The Parties desire to provide high-quality and reliable wireless internet services to those OUHSD and RSD students within the Nyeland Acres community.

B. RSD purchased, installed, and implemented an internet connection for students from grades PK through 8 via the “Rio WiFi Network” (“WiFi Network”) for the Nyeland Acres community, described and depicted in Exhibit “A” and incorporated herein. The Parties desire to make the WiFi Network available to students attending OUHSD in grades 9 through 12 who also live in the Nyeland Acres community. Although the WiFi Network is currently only servicing the Nyeland Acres community, the Parties agree that there may be a need to expand the WiFi Network availability to other portions of the RSD and OUHSD district boundaries.

C. In the best interest of RSD’s and OUHSD’s students, the Parties desire to enter into this Agreement to set forth the parameters of the shared WiFi Network, including, but not limited to, cost-sharing agreements, necessary expenditures incurred to operate and maintain the WiFi Network, various bandwidth fees, equipment installation, and/or customer service requests.

D. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under the Joint Powers Act. Therefore, the Parties intend that this Agreement shall set forth the joint rights, obligations, and responsibilities of each Party as to its use and control of the Office Building and Joint Property.

AGREEMENT

Section 1. Purpose of Agreement. As set forth in the Recitals, the purpose of this Agreement is to establish the terms and conditions upon which OUHSD and RSD shall jointly operate the WiFi Network. This Agreement is intended to serve as a joint exercise of powers by OUHSD and RSD under the Joint Powers Act, and, as such, shall be governed by the provisions in the Joint Powers Act. For purposes of this Agreement, those provisions of the Joint Powers Act applicable to this Agreement, and OUHSD's and RSD's exercise of such authority, are hereby incorporated herein by this reference, as if set forth herein in full.

Section 2. Common Power to Be Exercised. Both OUHSD and RSD have the power to enter into contracts for the benefit of the school district (Ed. Code § 17604) and to enter into a contract with two or more public agencies to jointly exercise any power common to the contracting parties (Government Code §§ 6500, *et seq.*).

Section 3. Effective Date and Term. This Agreement shall be effective on the date OUHSD and RSD approve this Agreement, whichever Party takes the later action and approval by its appropriate governing board ("Effective Date").

Section 4. Allocation of Costs. Unless otherwise mutually-agreed upon in writing, the Parties shall allocate all costs associated with the WiFi Network, including, but not limited to, necessary expenditures incurred to operate and maintain the WiFi Network, various bandwidth fees, and/or equipment installation, between RSD and OUHSD in percentages equal to the number of students served each year by each Party ("Cost Allocation Percentage"). Accordingly, the Cost Allocation Percentage shall be amended each year to reflect the accurate number of students using the WiFi Network allocated to each respective Party. The Parties agree to meet on July 1st of each year to determine the Cost Allocation Percentage. [Unless otherwise mutually-agreed upon in writing, the Parties shall allocate all costs associated with the WiFi Network, including, but not limited to, necessary expenditures incurred to operate and maintain the WiFi Network, various bandwidth fees, equipment installation, and/or customer service requests, between RSD and OUHSD in the following percentages based off of grade levels served: seventy percent (70%) as to RSD and thirty percent (30%) as to OUHSD.]

Relative to the fees and costs for individual customer service request(s) and/or service trip(s) that may be charged by the service provider of the WiFi Network, each Party agrees to be invoiced individually and pay separately from the allocation of costs and/or the Cost Allocation Percentage as set forth above.

Section 5. Parties' Responsibilities. The Parties agree to mutually operate and maintain the WiFi Network during the term of this Agreement. Both Parties are responsible for the following: (a) maintaining equipment provided and used for the WiFi Network; (b) communicating with the service provider of the WiFi Network in order to guarantee uninterrupted service, to the extent feasible, of the WiFi Network to its students; (c) coordinating and managing the distribution, and subsequent collection thereof, of equipment relating to the WiFi Network to its students; (d) to the extent possible, monitoring, controlling, and preventing misuse of the WiFi Network internet service within the Parties' jurisdictional boundaries; (e)

working collaboratively with each Party in order to provide the WiFi Network and any relevant maintenance or operation of such WiFi Network to its students; and (f) _____.

Section 6. Potential Expansion of WiFi Network. The Parties understand and acknowledge that the need for the WiFi Network may expand beyond the Nyeland Acres community. Amendment of this Agreement and cost-sharing responsibilities may be required in the future.

Section 7. Insurance. OUHSD and RSD each participate in the Ventura County Schools Self-Funding Authority (“VCSSFA”), and therefore collectively self-insure for workers’ compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs. In the event either Party withdraws from the VCSSFA, the Parties shall meet and confer to identify those alternative insurance requirements that shall apply to the Parties’ use of the WiFi Network.

Section 8. Allocation of Liabilities and Indemnification.

a. Definitions: For purposes of this Section 14, the following definitions shall apply:

i. “Liabilities” shall include any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation and reasonable attorney’s fees), of every kind or nature.

ii. “Third-Party Liability” liability shall include any Liabilities incurred to persons or entities that are neither OUHSD nor RSD.

iii. “OUHSD Parties” shall include OUHSD, as well as its Board members, officers, officials, employees, agents, and authorized volunteers, acting in their official capacities.

iv. “RSD Parties” shall include RSD, as well as its Board members, officers, officials, employee, agents, and authorized volunteers, acting in their official capacities.

v. “Proportionate Share” shall refer to OUHSD’s and RSD’s respective **Cost Allocation Percentage, which shall be amended on an annual basis.**

b. Allocation of Liabilities. Pursuant to, and to the fullest extent required by Government Code Section 895.2, OUHSD and RSD shall be jointly and severally liable for any Third-Party Liability (i) imposed by any law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement; or (ii) arising from or in connection with use of the WiFi Network.

c. Allocation of Liabilities. Notwithstanding subsection (b), as between each other, OUHSD and RSD shall be:

i. exclusively liable for any Liabilities arising in connection with a negligent act or wrongful act directly attributable to: for OUHSD, the OUHSD Parties; and for RSD, the RSD Parties;

ii. equally liable for any Liabilities arising in connection with Third-Party Liabilities relating to the WiFi Network, to the extent not directly attributable to either the OUHSD Parties or RSD Parties; and

iii. proportionately liable, in amounts equivalent to their Proportionate Shares, for any Liabilities relating to or in connection with wear-and-tear, Acts of God, or recurring or non-recurring maintenance with respect to the WiFi Network and any necessary equipment relating to the WiFi Network, including, but not limited to, repair of damages and standard regular maintenance.

d. Indemnification. To the maximum extent permitted by law, OUHSD and RSD, respectively (Indemnifying Party”), shall indemnify, defend, and hold harmless the other Party, as well as the other Party’s respective board members, officers, officials, employees, agents, and authorized volunteers (“Indemnified Parties”), from and against any and all Liabilities to the extent for which the Indemnifying Party is responsible under subsection (c) of this Section.

Section 9. Dispute Resolution Procedures.

a. Superintendent (or Designee) Meet and Confer. In the event of any controversy or claim between OUHSD and RSD with respect to this Agreement or the WiFi Network, or any claims, disputes, differences, controversies, or misunderstandings arising under, out of, or in relation to or in connection with this Agreement, or any breach thereof (a “Dispute”), the Parties agree that the Superintendents, or their respective designees, shall meet and confer within ten (10) calendar days of any written request in an effort to resolve such dispute, disagreement, or conflict.

b. Mediation. In the event that the Parties are unable to resolve a Dispute by informal meet and confer, the Parties agree to attempt to settle the Dispute by neutral, non-binding mediation. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties’ dispute. Each Party shall pay its own costs of mediation; provided, however, that the Parties shall share equally in the mediator’s fees and costs. If the Dispute is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the Dispute, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to arbitration as set forth in subdivision (c) below.

c. Arbitration. In the event that the Parties are unable to resolve the Dispute by informal meet and confer, or by mediation, the Parties agree to submit the matter to arbitration

for a final determination subject to the provisions of this subsection. To the extent not inconsistent herewith, the Commercial Arbitration Rules and Mediation Procedures (“Rules”) of the American Arbitration Association (“AAA”) shall apply, as they shall be amended from time to time and which are incorporated herein by this reference. The Party desiring to initiate arbitration shall give written notice to the other Party. Within twenty (20) calendar days of the service of the initiation of arbitration, the AAA shall submit simultaneously to both Parties copies of the applicable Rules, the receipt of which shall initiate the timeline for answers and counterclaims, as may be set forth in the Rules. The arbitrator shall determine the rights of the Parties in accordance with the law, and the award shall be subject to review as to the arbitrator’s application of the law by any court having jurisdiction thereof, whether or not any mistake of law shall appear on the face of the award. As to all questions of facts, however, the determination of the arbitrator shall be binding upon the Parties and shall be final. Any Party shall be entitled to written findings of fact and conclusions of law as to all issues determined by the award. Subject to these limitations, the award shall be binding on OUHSD and RSD and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may, in the arbitrator’s discretion, as part of the arbitration award impose on any one Party or both the liability for the arbitration fees and expenses. Such allocable fees may include the initial administration fees, fees for second and subsequent hearings, postponement fees, and overtime fees. Allocable expenses may include the expenses of producing witnesses, the cost of stenographic records, the cost of any transcripts, travel expenses of the arbitrator and tribunal administrator, the expenses of witnesses, the costs of any proofs produced at the first request of the arbitrator, and any other expenses relating directly to the arbitration, excluding attorney’s fees and costs, which shall be borne by each Party, respectively. In the event of a failure of the arbitrator to provide for the allocation of such fees and expenses, the arbitration fees shall be divided equally between the Parties and the expenses shall be borne by the Party incurring them.

d. Injunctive Relief; Tolling. Notwithstanding the foregoing, nothing set forth in this Section shall require mediation or arbitration prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation or arbitration procedures specified in this Agreement are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this Section.

Section 10. Termination. Either Party may terminate this Agreement with one hundred eighty (180) days’ written notice of its intent to terminate the Agreement to the other Party before July 1st of each year. The Parties acknowledge and agree that notice less than one hundred eighty (180) days before the July 1st would be insufficient time to allow the remaining Party to budget and allocate resources regarding the WiFi Network for the following academic year.

Section 11. Notice. Any notices or communications required or permitted to be given by this Agreement must be (a) given in writing and (b) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by facsimile or electronic mail transmission (including PDF), to the Party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such Party as follows:

To OUHSD:

Ted Lawrence
Asst. Superintendent of Business Services
Oxnard Union High School District
1800 Solar Dr., 1st Floor
Oxnard, CA 93030
E-mail: ted.lawrence @ouhsd.k12.ca.us
Telephone: (805) 385-2500

To RSD:

Wael Saleh
Asst. Superintendent of Business Services
Rio School District
1800 Solar Dr., 3rd Floor
Oxnard, CA 93030
E-mail: wsaleh@rioschools.org
Telephone: (805) 485-3111

Section 12. Amendment of Agreement. Any amendment to this Agreement shall be in writing, in the form of a written addendum, which shall be approved by the governing boards of both OUHSD and RSD.

Section 13. Incorporation of Recitals and Exhibits. All recitals set forth herein, and all exhibits attached hereto or referred to herein, are incorporated into and are effective parts of this Agreement.

Section 14. Assignment. This Agreement is binding upon the Parties and their respective heirs, successors, or representatives or assigns. Notwithstanding the generality of the foregoing, neither Party shall assign this Agreement or its rights and obligations hereunder without obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld.

Section 15. Waiver. The waiver of any breach of any provision of this Agreement by OUHSD or RSD shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.

Section 16. Governing Law and Venue for Resolving Disputes. To the maximum extent permitted by law, this Agreement shall be construed in accordance with State law, and any arbitration, mediation, litigation, or other proceeding arising out of, or in connection with, this Agreement must be conducted in the County of Ventura.

Section 17. Headings and References. The headings of this Agreement are for reference purposes only, and should not be interpreted to limit or define the meaning of the provisions of this Agreement.

Section 18. Time Limits. Any time limit or time period specified in this Agreement may be extended by written agreement of the Parties. All references in this Agreement to the performance of an act or occurrence of an event within a specific time period or by a specific time limit, if applicable because of an extension under this Section, should be interpreted to

allow until the end of the extended period for the performance of such act or the occurrence of such event.

Section 19. Severability. If any Section, paragraph, sentence, clause, or phrase contained in this Agreement should become illegal, null or void, or against public policy, for any reason, or is held by a court of competent jurisdiction to be illegal, null and void, or against public policy, the remaining Sections, paragraphs, sentences, clauses, and phrases contained in this Agreement shall not be affected thereby.

Section 20. Construction of Agreement. Each Party has participated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties equally prepared this Agreement.

Section 21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Facsimile and digital signatures shall bear as originals.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

OXNARD UNION HIGH SCHOOL DISTRICT

By: _____
Dr. Tom McCoy, Superintendent

RIO SCHOOL DISTRICT

By: _____
John D. Puglisi, Ph.D., Superintendent

005864.00095
40913929.3

EXHIBIT A
DESCRIPTION AND DEPICTION OF NYELAND ACRES COMMUNITY

9.17



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of renewal contract with Imagine Learning
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	33,500.00
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of Imagine Learning contract for Rio Plaza School.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

In addition to the first instruction, students are supported with individualized supplemental applications such as Imagine Learning in Spanish/English, enriching academic education and reinforcing learning in adaptive, personalized, and individualized learning that motivates students by creating a customized and personalized learning path. Imagine Learning starts by teaching them foundational reading skills with comprehension skills. In addition, the software program creates customized learning paths for students of all abilities through adaptive placement and scaffolded activities that align with rigorous standards. The goal of Imagine Learning is for students to develop a love for reading, create a passion for learning, and have the opportunity to become lifelong learners.

[Rio Plaza Imagine Learning contract.pdf \(70 KB\)](#)

Administrative Content

Executive Content

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Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date 9/30/2023
Quote No. 301211
Acct. No. 03:ri:CA:12215042
Total \$33,500.00
Pricing Expires 12/31/2023

Rio Elementary School District
2500 E Vineyard Ave Ste 100
Oxnard CA 93036

Rio Elementary School District - Rio Plaza Elementary School

Payment Schedule	Contract Start	Contract End
Net 30 days	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Rio Plaza Elementary School						
	Imagine Español Site License		06/30/2024	\$11,000.00	1	\$11,000.00
	Imagine Language & Literacy Site License		06/30/2024	\$22,500.00	1	\$22,500.00
	Integration - Clever or Classlink Sync and SSO (Provides user imports and SSO via only Clever or Classlink. Does not include Course Enrollments.)		06/30/2024	\$0.00	1	\$0.00

Subtotal \$33,500.00
Total \$33,500.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature:
Print Name:
Title:
Date:

Douglas Reznicek
Douglas Reznicek
Principal
6/15/23

Imagine Learning Representative

Doug Reznicek, M.Ed.
Account Executive - California
949.324.9649 Mobile
douglas.reznicek@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of DMTI Renewal Contract for the 2023-2024 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	219,540.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of DMTI Contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District would like to continue the partnership with Developing Mathematical Thinking Institute (DMTI).

We propose providing 94 days of professional development services and curricular resources to 7 Rio School District elementary schools. The proposal includes working in-depth with all six elementary schools to enhance

their math education. We will provide each school with 8 days of professional development, with each visit comprising two days. On the first day, we will conduct upfront professional development covering theory, pedagogy, and content. On the second day, we will conduct demonstration lessons that teachers and instructional coaches will observe. We will then debrief with them to reflect on what was learned and how it can be applied in the classroom.

Our focus at the Developing Mathematical Thinking Institute (DMTI) is to help students, educators, and parents develop a deep understanding and appreciation of mathematics. Unfortunately, many math educators rely on textbooks, testing materials, and training programs not aligned with key research findings. This often leads to fundamental misunderstandings, long-term struggles, and a lack of confidence in students. DMTI provides a comprehensive system of support to reverse these trends and empower students, teachers, school leaders, and families to succeed in math. Our program will help reverse the trend of students lacking confidence in mathematics and provide a strong foundation for future success in mathematics.

Last year we focused on embedded professional development to help teachers build math content knowledge

The contract is for 94 days of professional development and access to curricular resources during the 2023-2024 school year with five district schools.

The cost breakdown is \$109,770 which will be paid in August 2023 and the other half of \$109,770 in January 2023.

[DMTI Contract for Services 2023-2024 \(1\).pdf \(358 KB\)](#)

Administrative Content

Executive Content

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

CONTRACT FOR SERVICES

This Agreement is made between Rio School District (Client) with a principal place of business at 1800 Solar Dr. 3rd Floor, Oxnard, CA 93030, and DMTI Inc. (Contractor) with a principal place of business at 6006 N. Duxbury Pier Ave., Garden City ID 83714. This Agreement will become effective on July 1, 2023, and will end no later than June 30, 2024.

SERVICES

DMTI Inc. agrees to perform the following services:

Services
<p>Professional Development (2023-2024) (see Appendix A for more details)</p> <ul style="list-style-type: none"> 94 days with 7 schools
<p>Curricular Resources (2023-2024)</p> <p>Access to</p> <ul style="list-style-type: none"> Unit Curriculum Maps (K-8) Unit Overviews (K-8) Unit Common Assessments (K-8) Unit Curricular Modules and Videos(K-8) PMA (K-2 screener and diagnostic) and Targeted Activities IMA (3-6 diagnostic) and Targeted Activities Video Tutorials, Supplemental Materials, and Varied Practice Sheets Classroom Fluency Apps

PAYMENT

In consideration of the above services to be performed by DMTI Inc., the Client agrees to pay the following: \$219,540 for 94 days of professional development and access to curricular resources for the 2023-2024 year. All travel costs are included. Payment can be made in August 2023 (\$109,770) and January 2023 (\$109,770). The contractor will submit an invoice at the time of payment.

STATE AND FEDERAL TAXES

Contractor is an independent contractor, and not an employee of Client. Client shall not control the means, methods and techniques of Contractor in providing the services described in this Agreement.

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf,
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement--including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

FRINGE BENEFITS

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Client.

WORKERS' COMPENSATION

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance and provide Client with a certificate of workers' compensation insurance before the employees begin the work, if requested.

UNEMPLOYMENT COMPENSATION

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

INSURANCE AND INDEMNIFICATION

Client shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement; provided that such loss or liability is not a result of Client's fault, negligence or disregard. This indemnification shall include, but not be limited to any and all claims, losses, damages, judgements, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client arising out of this Agreement.

CONFIDENTIALITY

Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. To the extent Contractor has access to, or views any student data or information of any kind (including but not limited to test scores, testing data, grade reports, academic information, personal information, or any other information

of any kind related to students (herein after referred to as Student Information), Contractor shall handle such Student Information in a manner compliant with state and federal laws, including without limitation the Family Education Right to Privacy Act (20 U.S.C. § 1232g) and Idaho's Student Data Accessibility and Accountability Act of 2014, and shall not disclose or disseminate Student Information except to authorized personnel of Client. Access to Student Information is restricted to (i) Contractor's employees and vendors [authorized by Client], and (ii) employees and contractors that receive access to Student Information (A) by virtue of, or (B) to perform of their job functions properly. Client will promptly and reasonably authorize employees and contractors of Contractor to access Student Information as requested by Contractor. Jonathan Brendefur, Sam Strother, Jackie Ismail, and Nerdy Dragons have each been authorized by Client to access Student Information as outlined by this Agreement.

Contractor has taken commercially reasonable steps to mitigate unauthorized data breaches or other unauthorized Student Information disclosures. Contractor shall use such Student Information solely to provide the services of this Agreement and for no other purpose. Notwithstanding the foregoing, Contractor may use (i) aggregated Student Information for secondary uses, or (ii) individual Student Information for secondary uses, but only if Contractor discloses in clear detail the secondary uses and receives written permission from the student's parent or legal guardian; provided, however, Contractor must first disclose to Client in detail any secondary uses of Student Information, including, but not limited to, sales, marketing or advertising uses. Client shall obtain express parental consent for secondary uses disclosed under this Agreement prior to deployment of Contractor's services under this Agreement. Secondary uses

To the extent Contractor's services include databases, online services, student assessments, or instructional support which includes Student Information, Contractor agrees it will destroy all such Student Information within a reasonable time after this Agreement terminates, consistent with applicable statutes. If Contractor fails to destroy Student Information in databases, online services, student assessments, or instructional support, Contractor may be subject to a penalty for non-compliance in the amount of \$100 per violation. Failure for Contractor to comply with Idaho Code § 33-133 may, under Idaho Code, result in Contractor being liable for a civil penalty not to exceed fifty thousand dollars (\$50,000) per violation.

Contractor agrees to indemnify and hold harmless Client from and against any and all losses, claims, damages, judgments, costs, fees and expenses, including but not limited to reasonable attorney's fees, incurred by the Client as a result of any violation of this provision; provided that such loss or liability is not a result of Client's fault, negligence or disregard.

INTELLECTUAL PROPERTY OWNERSHIP

To the extent that the work performed by Contractor under this Agreement (Contractor's Work) includes any work of authorship entitled to protection under the copyright laws, the parties agree to the following provisions.

- Contractor's Work has been specially ordered and commissioned by Client as a contribution to a collective work, a supplementary work or other category of work eligible to be treated as a work made for hire under the United States Copyright Act.
- Contractor's Work shall be deemed a commissioned work and a work made for hire to the greatest extent permitted by law.
- Contractor shall be the sole author of Contractor's Work and any work embodying the Contractor's Work according to the United States Copyright Act.

- Contractor agrees not to use any of the intellectual property mentioned above for the benefit of any other party including Contractor without Client's prior written permission.

THE AGREEMENT

Either party may terminate this Agreement any time by giving written notice to the other party of the intent to terminate.

As indicated herein, the Contractor's confidentiality obligations shall survive termination of this Agreement.

Should the parties terminate this Agreement prior to completion of services, the Client shall receive a reimbursement of all paid yet un-earned payments for services under this Agreement less documented expenses already incurred by Contractor.

EXCLUSIVE AGREEMENT

This is the entire Agreement between Contractor and Client.

SEVERABILITY

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

APPLICABLE LAW

This Agreement will be governed by the laws of the state of Idaho.

NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement,
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- when sent by email, fax or telex to the last email, fax or telex number of the recipient known to the person giving notice. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

NO PARTNERSHIP

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

RESOLVING DISPUTES

If a dispute arises under this Agreement, any party may take the matter to court. If any court action is necessary to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which she may be entitled.

NO WAIVER OF IMMUNITY

By entering into this Agreement, Client does not waive its governmental immunity, and does not waive any of the defenses, limitations or immunities provided to it under Idaho law. Client expressly reserves the right to assert immunity as a defense to any action arising under this contract.

SIGNATURES

Client:

John Puglisi, PhD, Superintendent

Contractor:

 5/15/2023

Jonathan Brendefur, PhD, President

APPENDIX A

PROFESSIONAL DEVELOPMENT SERVICES

This proposal/contract is for Rio School District. DMTI will partner with RSD to provide math professional development services, which include professional development workshops, embedded professional development, and access to K-6 curricular resources in English and Spanish. These resources include primary and intermediate screeners and diagnostics with targeted activities, core instructional units, supplemental resources, and math fact fluency games/apps.

When teachers attend DMTI's professional development and implement our curricular resources the following benefits occur:

- teachers' understanding of mathematics increases,
- teachers' instructional practices improve,
- students' understanding of mathematics increases,
- students' discourse and ability to talk mathematically improve,
- state test scores increase.

Professional Development Options

Summer Institute on Number (Year 1): This workshop (up to 35 educators) will focus on key mathematical teaching ideas. The content will address topics in number (e.g., addition, subtraction, multiplication, and division of whole numbers, fractions, and decimals and concepts of fluency, place value, and patterns. We will focus on how students come to understand math and how we should provide opportunities.

Summer Institute on Measurement and Geometry (Year 2): This workshop helps teachers and administrators (up to 35 educators) develop a deep understanding of the structural components of measurement, geometry, and related topics taught in grades three through pre-algebra and in understanding the progressions of how students build a procedural and conceptual understanding of the mathematics over time. This workshop should provide educators with a framework for promoting these topics and an organizational tool while taking the course, and a reference after completing the course.

Summer Institute on Data Analysis (Year 3): This workshop helps teachers and administrators (up to 35 educators) develop a deep understanding of the structural components of data analysis, probability and statistics, and related topics taught in fifth grade through pre-algebra and in understanding the progressions of how students build a procedural and conceptual understanding of the mathematics over time. This workshop will provide you with a framework for how to promote these topics.

Embedded Professional Development

Lesson and Unity Study: These meetings will include grade-level teachers and, as much as possible, the instructional coaches and principals. Each visit will ensure teachers take the end-of-unit common assessments and read the unit overviews. These are critical to ensuring all teachers, instructional coaches, and principals are knowledgeable about the language, models, mathematics, and instructional practices needed for upcoming units that they are teaching. Using the DMT Framework and Classroom Structure

document and the DMT Lesson Plan Template, we will focus on lessons from the DMTI Modules and how to implement warm-ups, promote the main tasks, build structural language, provide varied practice sheets, and use exit tickets. The DMTI mathematics specialist will debrief with teachers, coaches, and principals. We will also highlight wherein the units it is possible to supplement other curricular resources.

Observation, Co-teaching, and Feedback: These meetings will include grade level/band teachers, instructional coaches, and principals. Based on day one’s discussion and lesson planning, one teacher with a DMTI math specialist will take the lead in teaching the lesson. The other grade level teachers, instructional coaches, and principals will take specific notes on what and how the teacher is conducting the lesson and, more importantly, what students are doing and saying. We will debrief the lesson with other teachers’ intent to attempt similar lessons in their classrooms.

PD Structure for 2023-2024

Overall Cost to Partner and Work with 7 schools

Rio School District						
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400	3	2	\$7,200	3 workshop (K-2) and (3-5)	6
Embedded PD	\$2,400	18	1	\$43,200	Rio del Mar	18
Embedded PD	\$2,400	12	1	\$28,800	Rio Rosales	12
Embedded PD	\$2,400	14	1	\$33,600	Rio Plaza	14
Embedded PD	\$2,400	12	1	\$28,800	Rio Lindo	12
Embedded PD	\$2,400	8	1	\$19,200	Rio del Sol	8
Embedded PD	\$2,400	12	1	\$28,800	Rio del Norte	12
Embedded PD	\$2,400	12	1	\$28,800	Rio del Real	12
Zoom PD	\$1,000				Zoom (1 day/month - all grades)	
Curriculum	\$1,800		5	\$0	In price with contract	
Classroom						
PMA +	\$250	120		\$0	In price with contract	
IMA +	\$250	120		\$0	In price with contract	
Classroom Teachers						
Fluency Apps	\$50			\$0		
Workbooks	\$19	60		\$1,140		
Math Packs	\$90					
				\$219,540		94

Rio School District	Rio del Mar					
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	18	1	\$43,200	Grades K-6	18
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	<i>In price with contract</i>	
		Classrooms				
PMA +	\$250	20		\$0	<i>In price with contract</i>	
IMA +	\$250	20		\$0	<i>In price with contract</i>	
		Teachers				
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				<u>\$43,200</u>		<u>18</u>

Rio School District	Rio Rosales					
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	<i>In price with contract</i>	
		Classrooms				
PMA +	\$250	20		\$0	<i>In price with contract</i>	
IMA +	\$250	20		\$0	<i>In price with contract</i>	
		Teachers				
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				<u>\$28,800</u>		<u>12</u>

Rio School District		Rio Lindo				
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	<i>In price with contract</i>	
Classrooms						
PMA +	\$250	20		\$0	<i>In price with contract</i>	
IMA +	\$250	20		\$0	<i>In price with contract</i>	
Teachers						
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				\$28,800		12

Rio School District		Rio Plaza				
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	14	1	\$33,600	Grades K-6	14
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	<i>In price with contract</i>	
Classrooms						
PMA +	\$250	20		\$0	<i>In price with contract</i>	
IMA +	\$250	20		\$0	<i>In price with contract</i>	
Teachers						
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				\$33,600		14

Rio School District		Rio del Sol				
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	8	1	\$19,200	Grades K-6	8
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classrooms				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				\$19,200		8

Rio School District		Rio del Norte				
	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	In price with contract	
		Classrooms				
PMA +	\$250	20		\$0	In price with contract	
IMA +	\$250	20		\$0	In price with contract	
		Teachers				
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				\$28,800		12

Rio School District

Rio Real

	Amount	Days	Schools	2023-2024	Notes	Days
Summer PD	\$2,400					
Embedded PD	\$2,400	12	1	\$28,800	Grades K-6	12
Zoom PD	\$1,000					
Curriculum	\$1,800			\$0	<i>In price with contract</i>	
		Classroom				
			s			
PMA +	\$250	20		\$0	<i>In price with contract</i>	
IMA +	\$250	20		\$0	<i>In price with contract</i>	
		Teachers				
Classroom						
Fluency Apps	\$50	0		\$0		
Workbooks	\$19	0		\$0		
Math Packs	\$90					
				\$28,800		12



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Contract with Catalyst Kids, Inc. to provide ELOP-funded TK and Kindergarten afterschool program at Rio elementary schools
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	378,169.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of the Catalyst Kids, Inc. contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Per the Universal Prekindergarten Plan Template: “LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs. Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days”

As a result, the Rio School District will continue to work with Catalyst Kids, Inc., who has been a long-standing early learning partner in the district, to provide a developmentally appropriate after school program environment for TK and kindergarten students at Rio del Mar, Rio del Norte, Rio Plaza, and Rio Real.

[3002_RioSD-Catalyst ELOP Agreement_ 23-24 \(1\) \(1\) \(2\).pdf \(1,335 KB\)](#)**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 SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 1st day of May 2023 by and between Rio School District (hereinafter referred to as "District") and Catalyst Family Inc. dba Catalyst Kids, (hereinafter referred to as "Provider").

PROVIDER

Catalyst Family Inc. dba Catalyst Kids
350 Woodview Ave, Suite 100
Morgan Hill 95037
408-556-7300
RCHAMPAGNE@catalystkids.org
EIN 94-2376637

Type of Business

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Non-Profit | |

- A. District desires to engage Provider services as more particularly described on "Statement of Work" 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 and providing 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, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and 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 benefits, 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, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those

performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on August 23, 2023 and terminate on June 13, 2024. 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.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and District.

7. **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 subconsultants 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, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. 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

8. **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.

9. **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 assigns. 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 (3rd) 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
District

Attn: Sonya Lopez Mercado, Ed.D.

1800 Solar Dr., 3rd Floor
Street

Oxnard, CA 93030
City, State, Zip Code

Catalyst Family Inc. dba Catalyst Kids
Provider

Attn: Susan Dumars, President

350 Woodview Ave, Suite 100
Street

Morgan Hill, CA 95037
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **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 wages 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.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **PREVAILING WAGE.** Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).

14. **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.

15. **INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of

liability or damage to person or property, or other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those 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 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. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence or gross neglect of the District or any of its officers, agents, employees, and/or volunteers.

16. **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 such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

✓ **Commercial General Liability Insurance.** Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

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

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

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

✓ Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

✓ Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

Certificates of Insurance. 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.

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 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.

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

17. **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.

Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.

Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

19. **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 hereby waives 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.”

20. **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 (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) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding 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.

21. **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
22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

23. **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 contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of 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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.
29. **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.

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

Rio School District

Catalyst Family Inc.

By: _____

By: _____

Wael Saleh

Name

Susan Dumars

Name

Asst. Supt. Of Business Services

Title

President

Title

Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will partner with District in the Expanded Learning Opportunities Program (ELO-P) to provide EXPLORE after school programming to transitional kindergarten and kindergarten students in the Rio School District. The Provider's programs will be offered at Rio Real, Rio del Norte, Rio del Mar, and Rio Plaza school sites. The ELO-P will engage student participants in activities that promote collaboration and introduce students to a variety of age-appropriate experiences.

The TK/Kindergarten (K) program provides a balanced approach of play and academics. Staff use child guided inspiration to support learning, taking their cues from children's interest and expanding into activities and projects. Provider TK/K personnel will meet with District teachers to discuss goals, strengths, and challenges as it relates to the children attending and build adult guided experiences to complement school day learning.

The Provider shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum qualifications to serve as an Instructional Aide in the District, 48 passing units in related fields or pass the district's Instructional Aide Exam. The District human resources department will administer the "Instructional Aide Examination" for the expanded learning program staff hiring pool and will provide verification to Provider for their hiring process.

Under the agreement, Provider will:

- Provide expanded learning programs in conjunction with school day instructional minutes to equal at least 9 hours of care on each operating school day.
- Serve a nutritious snack daily provided by the District
- Record student attendance and submit to the District
- Maintain a 10:1 adult to student ratio per Expanded Learning Opportunities Programs assurances
- Determine family eligibility for CSPP funding at sites licensed for CSPP through Catalyst where available before utilizing District ELO-P funding
- Provide opportunities for Catalyst staff to attend District-run EXPLORE program meetings

The District will:

- Submit names of students on interest list to Provider
- Administer Instructional Aide Examination to staff
- Provide learning spaces on District campuses
- Provide nutritious snack during program hours
- Provide janitorial services
- Notify families of admission to the program
- Enroll and report student attendance in Q information system

WORK SCHEDULE:

Locations: Rio Real, Rio del Norte, Rio del Mar, Rio Plaza

Fall Program Dates: August 23, 2023- June 13, 2024, 180 School Days (Exhibit
B - Rio School District Academic Calendar 2023/2024)

Fall Program hours: School Dismissal to 6pm

Maximum Enrollment: 20 TK/K children per location

SCHEDULE OF FEES

FEES:

Total Amount Not To Exceed \$378,169

a₃ Except as otherwise provided herein, District agrees to compensate Provider for services rendered under this Agreement for the Term not to exceed the current ELO-P Program and the current budget in the amount of \$378,169 as provided in the "Exhibit A". This Agreement represents a fee-for-service agreement in accordance with the ELO-P fund.

b₃ Provider shall submit itemized monthly invoices with expenses for services provided under this Agreement. All funds expended under this agreement will be in accordance with funding guidelines and in alignment with the mutually agreed upon budget in Exhibit A. All expenses under this Agreement are to cover the costs associated with children enroll, up to 20 children at each location, into the ELO-P referred by the District. All expenses incurred under this Agreement are subject to an annual audit. Compensation shall be made based on the satisfactory delivery of the services described herein as well as detailed attendance reports according to District standards. District shall pay Provider the invoice's undisputed amount within 30 days from receipt of the invoice.

c₃ District will not withhold any federal or state income tax for payment made pursuant to this Agreement but will provide Provider with a statement of earnings at the end of each calendar year. Provider is hereby advised that such statement of earnings shall if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

d₃ Both Parties to this agreement recognize the current fiscal crisis of the State and District and acknowledge that funding could be cut or reduced by the State. Therefore, if at any time during the performance of the Agreement there is no fund or reduced funding for the program or the District determines, at its sole discretion, to suspend or abandon the work under this Agreement, District shall have the right to terminate or reduce the performance of Provider's services hereunder by giving written notification to Provider of District's intention to terminate or reduce services. In the event the Agreement is terminated or reduced, Provider shall be paid for their services rendered, including non-cancellable obligations, to the date of termination or adjusted to meet or reflect reduced services provided.

PAYMENT SCHEDULE:

Provider will invoice District by the 15th of each month for the prior month. The invoice will include the following support items:

- The Enrollment and Attendance report per Site (Location)
- The final P&L report with itemized expenses for all locations (combined).
- Administrative Fees/Expenses up to 15.85% of total cost (included in the final P&L).

Indirect	\$59,956.38
Direct	\$318,212.54
TOTAL	\$378,168.93
Indirect %	15.85%


				Academic Year 2023-2024		Rio Del Mar, Rio Del Norte, Rio Real, Rio Plaza							
				Rio Unified School District									
Type	Output	Dist	GL	Series	Budget Line Items	Total Budget	Exp/Loc	% Total Cost	Cost Per Child Per Day				
TBD	Classified	TBD	TBD	Series 1000	Not applicable	0							
						Certificated Personnel Salaries Total	0	0.0%	\$ -				
						Classified Personnel Wages & Salaries							
Direct	Oversight	Yes	6114	Series 2000	1 Oversight Director (partial time allocation)	11,400	2,850	3.0%	\$0.79				
Indirect	Clerical	Yes	5123		1 ELO Hiring Coordinator (partial time allocation)	5,700	1,425	1.5%	\$0.40				
Indirect	Clerical	Yes	5123		1 Customer Service Specialist (partial time allocation)	4,750	1,188	1.3%	\$0.33				
Direct	CM	Yes	6113		1 Supervisor Extended Learning	43,200	10,800	11.4%	\$3.00				
Direct	Teacher	No	5111		4 Instructors (Site Coordinators)	93,600	23,400	24.8%	\$6.50				
Direct	Teacher	No	5111		6 Instructors (Teachers)	90,720	22,680	24.0%	\$6.30				
Direct	Training	No	5111		Potential Training Hours/Wages	502	126	0.1%	\$0.03				
						Classified Personnel Salaries Total	249,872	62,468	66.1%	\$17.35			
						Payroll Taxes and Benefits							
Direct	PR Taxes	No	5233	Series 3000	FICA NoPARS	14,139	3,535	3.7%	\$0.98				
Direct	Benefits	No	5234		Health & Welfare Benefits NoPARS	19,406	4,852	5.1%	\$1.35				
Direct	PR Taxes	No	5235		SUI NoPARS	3,696	924	1.0%	\$0.26				
Direct	PR Taxes	No	5236		WCI NoPARS	3,696	924	1.0%	\$0.26				
Direct	Benefits	No	5240		Other Benefits (PTO accrual) NoPARS	2,772	693	0.7%	\$0.19				
Direct	PR Taxes	No	6233		FICA PARS	4,976	1,244	1.3%	\$0.35				
Direct	Benefits	Yes	6234		Health & Welfare Benefits PARS	6,830	1,708	1.8%	\$0.47				
Direct	PR Taxes	Yes	6235		SUI PARS	1,301	325	0.3%	\$0.09				
Direct	PR Taxes	Yes	6236		WCI PARS	1,301	325	0.3%	\$0.09				
Direct	Benefits	Yes	6240		Other Benefits (PTO accrual) PARS	976	244	0.3%	\$0.07				
Direct		Yes	TBD		TBD place holder	0	0	0.0%	\$0.00				
						Employee Benefits Total	59,095	14,774	15.6%	\$4.10			
						Books, Supplies, and Equipment							
Direct	Office, Cleaning, Gener.	No	5312	Series 4000	Office Supplies	0	0	0.0%	\$0.00				
Direct	Office, Cleaning, Gener.	No	5313		Cleaning, Incidental, Misc Supplies	2,000	500	0.5%	\$0.14				
Direct	Office, Cleaning, Gener.	No	5314		Marketing (T-Shirts, Banners, Lanyards, Magnets)	700	175	0.2%	\$0.05				
Direct	Staff Training	No	5342		Staff Training Materials	0	0	0.0%	\$0.00				
Direct	Curriculum	No	5343		Program Supplies	12,000	3,000	3.2%	\$0.83				
Direct	Food	No	5351		Food	0	0	0.0%	\$0.00				
Direct	Food	No	5352		Food Related (plates, napkins, etc.)	0	0	0.0%	\$0.00				
Direct					TBD place holder	0	0	0.0%	\$0.00				
Direct					TBD place holder	0	0	0.0%	\$0.00				
						Books and Supplies total	14,700	3,675	3.9%	\$1.02			
						Services and Other Operating Expenses							
Direct	Staff Onboard & Develc	No	5410	Series 5000	Hiring Costs (Background, livescan)	1,500	375	0.4%	\$0.10				
Direct	Contract Services	Yes	5417		Professional Services (SaaS)	132	33	0.0%	\$0.01				
Direct	Logistics	No	5422		Mileage	164	41	0.0%	\$0.01				
Direct	Staff Onboard & Develc	No	5427		Professional Development	0	0	0.0%	#DIV/0!				
Direct	Staff Onboard & Develc	No	5433		Recruiting Costs (Indeed Ads etc.)	3,000	750	0.8%	\$0.21				
Indirect	Insurance	Yes	5440		General Liability Property Insurance	160	40	0.0%	\$0.01				
Indirect	Insurance	Yes	5443		Accident Insurance	20	5	0.0%	\$0.00				
Direct	Space Costs	Yes	5450		Utilities	0	0	0.0%	\$0.00				
Direct	Space Costs	Yes	5451		Telephone & Network	200	50	0.1%	\$0.01				
Direct	Space Costs	Yes	5452		Janitorial Services	0	0	0.0%	\$0.00				
Direct	Banking	No	5453		Bank Charges	0	0	0.0%	\$0.00				
Direct	License & Subscriptions	No	5454		License Fees & Related	0	0	0.0%	\$0.00				
Direct	Space Costs	Yes	5460		Rent	0	0	0.0%	\$0.00				
Direct	Space Costs	Yes	5462		Equipment Rental	0	0	0.0%	\$0.00				
Direct	Space Costs	Yes	5463		Maintenance/Repair	0	0	0.0%	\$0.00				
Indirect			MISC		TBD place holder	0	0	0.0%	\$0.00				
						Services and Other Operating Expense Total	5,176	1,294	1.4%	\$0.36			
						Equipment & Replacement							
Direct	es & Major Equipment for	Yes	5348		Series 6000	Furnishings & Major Equipment for Location	0	0	0.0%	\$0.00			
Direct	IT Equipment	Yes	5349	Ipads, Staff Laptop, VOIP Phones, CL Mobile		0	0	0.0%	\$0.00				
Indirect			TBD	TBD place holder		0	0	0.0%	\$0.00				
						Equipment and Replacement Total	0	0	0.0%	\$0.00			
						Indirect Overhead							
Indirect	Admin	No	5418	Series 7000	Indirect Costs - Administrative costs	49,326	12,332	13.0%	\$3.43				
Indirect			TBD		TBD place holder	0	0	0.0%	\$0.00				
						Indirect Total	49,326	12,332	13.0%	\$3.43			
						Total Expenses	378,169	94,542	100.0%	\$26.26			

Exhibit B

RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2023/2024

1800 Solar Drive, Oxnard, California 93030
 (805) 485-3111 www.rioschools.org

AUGUST 7				
Mo	Tu	We	Th	Fr
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

17, 18, 21, 22 - Teacher Work Days
 23 - First Day of School, K-8 Min. Day

SEPTEMBER 20				
Mo	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

4 - Holiday/No school
 13 - K-8 Minimum Day
 27 - K-8 Minimum Day
 29 - Minimum Day K-5

OCTOBER 22				
Mo	Tu	We	Th	Fr
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5-6 - Parent Conf., K-5 Min. Days
 10-12 - Parent Conf., 6-8 Min. Days
 18 & 25 - K-8 Minimum Days
 31 - K-5 Minimum Day

NOVEMBER 15				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1 - PD Day/Non Student Day
 10 - Holiday/No School
 13-17 - Parent Conf., K-5 Min. Days
 20, 21, 22 - Non-Student Days/No School
 23, 24 - Holiday/No School

DECEMBER 16				
Mo	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22 - K-8 Minimum Day
 25, 26 - Holidays/No school
 27-29 - Winter Break, Non-Student Days

- Holiday-No School
- K-5 Minimum Days
- K-8 Minimum Day
- 6-8 Minimum Day
- Non-Student Days
- Teacher Work Days/ No School

JANUARY 17				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1, 2 - Holiday/No School
 3-5 - Non-Student Days/No School
 10 & 17 - K-8 Minimum Days
 15 - Holiday/No School
 26 - K-5 Minimum Day
 30 & 31 - Parent Conf., 6-8 Min. Day

FEBRUARY 19				
Mo	Tu	We	Th	Fr
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

1 - Parent Conf., 6-8 Min. Days
 12 - Holiday/No School
 7 & 14 - K-8 Minimum Days
 19 - Holiday/No School

MARCH 16				
Mo	Tu	We	Th	Fr
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 - Minimum Day K-5
 6-8 - Parent Conf., K-5 Min. Days
 13 & 20 - K-8 Minimum Days
 25-5 - Spring Break, Non-Student Days

APRIL 17				
Mo	Tu	We	Th	Fr
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

25-5 Spring Break, Non-Student Days
 26 - K-5 Minimum Day

MAY 22				
Mo	Tu	We	Th	Fr
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1 & 15 - K-8 Minimum Days
 24 - K-5 Minimum Day
 27 - Holiday/No School

JUNE 9				
Mo	Tu	We	Th	Fr
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
29	30			

13 - Last Day of School, K-8 Min. Day
 14 - Teacher Work Day
 17 - Holiday/No School

Classified Holidays

- July 3rd & 4th - Independence Day
- September 4th - Labor Day
- November 10th - Veteran's Day
- November 23rd - Thanksgiving Day
- November 24th - Day After Thanksgiving
- December 25th - Christmas Day
- December 26th - Admission's Day
- December 29th - New Year's Eve Celebrated

- January 1st - New Year's Day
- January 15th - Martin Luther King Day
- February 12th - Lincoln's Birthday
- February 19th - Washington's Birthday
- March 29th - Good Friday
- May 27th - Memorial Day
- June 17th - Juneteenth

K - 8 End of Trimester

- November 9 - End of Trimester 1 (55 Days)
- March 1 - End of Trimester 2 (62 Days)
- June 13 - End of Trimester 3 (63 Days)

9.20



Agenda Item Details

Meeting	Jun 28, 2023 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Approval of Addendum Cayalyst Kids, Inc. Summer Contract
Access	Public
Type	Action (Consent)
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of Addendum to Catalyst Kids, Inc. contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Per the Universal Prekindergarten Plan Template: “LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs. Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days”

[Rio_ELOPAddendum_Summer2023.pdf \(104 KB\)](#)

Administrative Content

Executive Content

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

**ADDENDUM TO SERVICE AGREEMENT
BETWEEN
RIO SCHOOL DISTRICT
AND
CATALYST FAMILY INC.**

This Service Agreement (the "Addendum"), is made on May 1, 2023 between the **RIO SCHOOL DISTRICT**, a California public school district ("District"), and **CATALYST FAMILY INC. DBA CATALYST KIDS** ("Provider"), a California non-profit corporation, for the purpose of providing service for the Expanded Learning Opportunities Program (ELO-P) at certain school sites of the District. This Addendum shall be added to the original signed Rio Services Agreement dated August 1, 2022.

The aforementioned Contract is hereby **supplemented** as follows:

LOCATIONS:

Rio Real, Rio del Norte, Rio del Mar, Rio Plaza

WORK SCHEDULE:

Summer Program Dates: JUNE 26-JULY 14, 2023, and JULY 17-28, 2023 (23 days total)
Summer Program Hours: 8:30am to 5:30pm

SCHEDULE OF FEES:

No changes to Total Expenses. See Exhibit A Rio School District ELOP Budget Fall SY22-23.

We, the District and Provider, agree to the aforementioned additions to the Services Agreement. Any changes made are legally binding upon signature of both Parties.

Rio School District

Catalyst Family Inc.

By: _____

By: _____

Wael Saleh
Asst. Supt. Of Business Services

Susan Dumars
President

EXHIBIT A SUMMARY OF FEES

School Year 22-23 Rio School District ELOP Budget Fall SY22-23 Proposal Catalyst Kids		
Series	Budget Line Items	Amount Budgeted
Series 1000	Not applicable	0.00
Certificated Personnel Salaries Total		0.00
Series 2000	1 Oversight (partial allocation %)	19,800.00
	1 Extended Learning Managers	72,800.00
	12 Instructors (upper)	258,720.00
	6 Instructors (lower)	99,960.00
	Potential Training Hours/Wages	8,800.00
Classified Personnel Salaries Total		460,080.00
Series 3000	Payroll Taxes	58,200.12
	Benefits	57,510.00
Employee Benefits Total		115,710.12
Series 4000	Curriculum Supplies	30,000.00
	Office Supplies	5,000.00
	Food	64,800.00
	Other Supplies	15,000.00
Books and Supplies total		112,800.00
Series 5000	Printed Materials	3,000.00
	Computer/Software Supplies	720.00
	Telephone/Utilities	3,600.00
	Mileage	11,000.00
	Professional Development	600.00
	Rent	0.00
	Janitorial	0.00
	Hiring costs	6,000.00
	Insurance	3,240.00
Services and Other Operating Expense Total		28,160.00
Series 6000	VOIP Phones	1,050.00
	Ipads, Staff Laptop, etc.	15,600.00
Equipment and Replacement Total		16,650.00
Series 7000	Indirect Costs - Administrative costs	73,340.01
Indirect Total		73,340.01
Total Expenses		806,740.13

