



**SCHOOL**  
**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

# **REGULAR BOARD MEETING**

**June 05, 2024**

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

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

**Board of Education**  
**Eleanor Torres, President**  
**Alesia Martin, Clerk**  
**Felix Eisenhauer, D.M.A**  
**Kristine Anderson, Esq.**  
**Rosa Balderrama, M.A.**



2.0







**Wednesday, June 5, 2024  
RSD Regular Board Meeting**

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

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

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

**2. Approval of the Agenda**

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

**3. Public Comment-Closed Session**

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

**4. Closed Session**

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- 4.1 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/6590, 2324/0185 and 2324/9472 and 2324/0089
- 4.2 Public Employee Appointment [Government Code 54957] Title: Assistant Principal, Rio Vista Middle School
- 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent Evaluation

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

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- 5.1 Report of Closed Session

**6. Recognitions/Presentations**

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- 6.1 Green Ribbon School District Recognition

**7. Public Hearings**

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- 7.1 Rio Teachers' Association Initial Sunshine Proposal to the Rio School District
- 7.2 Rio School District Initial Sunshine Proposal to the Rio Teachers' Association
- 7.3 Public Hearing of Local Control Accountability Plan (LCAP)
- 7.4 Notice of Public Hearing for the 2024/2025 Budget Report

**8. Communications**

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8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

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 prior to the beginning of the meeting at 5:00 p.m. All speakers must be physically present at the time of the public comment session or if they wish, they can speak at the time of the item. Cards are available at the meeting and on the District website. 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. Individuals in attendance are allowed to have one additional person donate their time. 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 per speaker, or a total of twenty minutes

## **9. Discussion/Action**

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9.1 Resolution 2324/13 Commitment to Climate Change Action

9.2 Approval for Staff Out State Travel to attend the Green Ribbon Awards Ceremony in Washington, DC July 8-12, 2024

9.3 Review of the Rio School District Sunshine proposal from RTA

9.4 Agreement with Boys and Girls Club of Greater Oxnard and Port Hueneme for Summer School 2024 (non general fund)

9.5 Review of the Rio School District Sunshine Proposal to the Rio Teachers' Association

## **10. Consent**

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10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of May 15, 2024

10.3 Ratification of the Commercial Warrant for the period May 2, 2024 through May 23, 2024.

10.4 Resolution 23/24-20 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 2024-2025

10.5 Approval of the Education Protection Account Spending (EPA) Plan for 2024/2025

10.6 Approval of Organizational Membership with CASBO for the Rio School District Staff

10.7 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2024/2025

10.8 Approval of Legal Services Agreement from Parker & Covert for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes

10.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo for the period September 1, 2024 through August 31, 2026

10.10 Approval of Contract with SAGE Realty Group for July 1, 2024 - June 30, 2025 for Consulting Services

10.11 Blanket Resolution No. 23/24-18 Regarding Appropriation Transfers for 2024/2025 fiscal year

10.12 Approval of Food Service Vending Contract with The Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center)

- 10.13 Approval of Resolution 23/24-14 Regarding Temporary Loans Between District Funds for Fiscal Year 2024-2025
- 10.14 Approval of Field Placement Agreement with Grand Canyon University
- 10.15 Approval of CalState TEACH MOU for Student Teacher Placement
- 10.16 Approval of the Contract Renewal with Learning Priority Software, Inc FY 2024/25
- 10.17 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2024/2025
- 10.18 Approval of Contract Renewal with Steve Sunnarborg FY 2024/25
- 10.19 Approval of Ventura County Indian Education MOU
- 10.20 Approval of the Contract Renewal-ThoughtExchange
- 10.21 Approval of Houghton Mifflin Harcourt Read 180 - 4 Year agreement
- 10.22 Renewal Quote with Learning A-Z
- 10.23 Approval of triennial plan for expelled youth
- 10.24 Contract Renewal with Newsela for ELA, Science and Social Studies online learning material
- 10.25 Renewal Proposal with SeeSaw for the 2024-2025 school year
- 10.26 Renewal of Developing Mathematical Thinking Institute (DMTI) Agreement for the 2024-2025 school year
- 10.27 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services for 2024/2025
- 10.28 Renewal of 200 Google Voice licenses
- 10.29 Alludo professional development platform renewal
- 10.30 Approval of the May Personnel Report

## **11. Organizational Business**

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- 11.1 Future Items for Discussion
- 11.2 Future Meeting Dates: June 26, 2024

## **12. Adjournment**

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- 12.1 Adjournment



4.1





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/6590, 2324/0185 and 2324/9472 and 2324/0089
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Staff will discuss student discipline outcomes.

**Administrative Content**

**Executive Content**





4.2





**Agenda Item Details**

Meeting Jun 05, 2024 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Public Employee Appointment [Government Code 54957] Title: Assistant Principal, Rio Vista Middle School

Access Public

Type

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Closed session only.

**Administrative Content**

**Executive Content**



4.3





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent Evaluation
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

Closed session information only.

**Administrative Content**

**Executive Content**





7.1





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.1 Rio Teachers' Association Initial Sunshine Proposal to the Rio School District
Access	Public
Type	Discussion

**Public Content**

Speaker: Dr. Tiffany Morse, Assistant Superintendent, School and Systems Improvement

**Rationale:**

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

[RSD Public Hearing RSDtoRTA060524.pdf \(92 KB\)](#)

[24-25 RTA to RSD Sunshine Proposal.pdf \(47 KB\)](#)

**Administrative Content**

**Executive Content**





## RIO SCHOOL DISTRICT

1800 Solar Drive, 3rd floor • Oxnard, CA 93030  
Tel. (805) 485-3111 • [www.rioschools.org](http://www.rioschools.org)

# NOTICE OF PUBLIC HEARING

RIO SCHOOL DISTRICT  
1800 Solar Drive, 3<sup>rd</sup> floor  
OXNARD, CALIFORNIA

## PUBLIC HEARING ON THE RTA, RIO TEACHERS' ASSOCIATION, PROPOSAL FOR CONTRACT NEGOTIATIONS WITH RSD, RIO SCHOOL DISTRICT FOR THE 2024-2025 SCHOOL YEAR

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on June 5, 2024.

Rio School District  
1800 Solar Drive, 3rd floor  
Oxnard, CA 93030

6:00 p.m.

Copies of the initial proposals have been distributed to and are available at all Rio School District School Sites

AVISO DE AUDIENCIA PÚBLICA  
DISTRITO ESCOLAR DE RÍO  
1800 Solar Drive, 3er piso  
OXNARD, CALIFORNIA

AUDIENCIA PÚBLICA

AUDIENCIA PÚBLICA SOBRE LA PROPUESTA DEL  
CONTRATO DE NEGOCIACIONES DE LA ASOCIACIÓN  
DE MAESTROS DE RÍO AL DISTRITO ESCOLAR RIO  
PARA EL AÑO ESCOLAR 2024-2025

En conformidad con el dispuesto de la Sección 3547 del Código de Gobierno, la Mesa Directiva del Distrito Escolar Rio debe informar al público a través de una junta y llevar a cabo una audiencia pública para recibir comentarios de la comunidad antes del inicio de las negociaciones.

En acuerdo con el Código, se realiza una audiencia pública el 5 de junio de 2024 a las 6:00 de la tarde.

Distrito Escolar Rio  
1800 Solar Drive, tercer piso,  
Oxnard, CA 93030

Se han publicado copias de las propuestas iniciales en el  
Distrito Escolar Rio  
1800 Solar Drive, 3er piso  
Oxnard, CA 93030

Y todos los sitios escolares del Distrito Escolar de Rio

**Rio Teachers' Association**  
**Sunshine Proposal for the 2024-2025 School Year**  
**Initial Contract Reopeners with Rio School District**  
**May 28, 2024**

Dr. John Puglisi,

Rio Teachers' Association values the collaborative spirit through which collective bargaining is accomplished between the District and the Association. Per the Rodda Act, the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio Teachers' Association is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of Rio Teachers' Association and the 2024-2025 contract negotiations with the Rio School District:

ARTICLE 7: Unit Member Safety

ARTICLE 20: Employee Benefits

As well as articles mutually agreed upon to open.

We look forward to initiating a good faith bargaining effort with the Rio School District.

Sincerely,

Marisela Valdez  
President, Rio Teachers' Association





7.2





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.2 Rio School District Initial Sunshine Proposal to the Rio Teachers' Association
Access	Public
Type	Discussion

**Public Content**

Speaker: Dr. Tiffany Morse, Assistant Superintendent, School and Systems Improvement

Rationale:

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations.

[RSD Public Hearing RSDtoRTA060524.pdf \(92 KB\)](#)

[RSDtoRTA060524.pdf \(76 KB\)](#)

**Administrative Content**

**Executive Content**





## RIO SCHOOL DISTRICT

1800 Solar Drive, 3rd floor • Oxnard, CA 93030  
Tel. (805) 485-3111 • [www.rioschools.org](http://www.rioschools.org)

# NOTICE OF PUBLIC HEARING

RIO SCHOOL DISTRICT  
1800 Solar Drive, 3<sup>rd</sup> floor  
OXNARD, CALIFORNIA

## PUBLIC HEARING ON THE RIO SCHOOL DISTRICT ASSOCIATION, PROPOSAL FOR CONTRACT NEGOTIATIONS WITH RIO TEACHERS ASSOCIATION, FOR THE 2024-2025 SCHOOL YEAR

Pursuant to the provision of Government Code Section 3547, the Governing Board must formally inform the public through a Board Meeting and conduct a public hearing to receive input from the community prior to the initiation of negotiations. Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on June 5, 2024.

Rio School District  
1800 Solar Drive, 3rd floor  
Oxnard, CA 93030  
6:00 p.m.

Copies of the initial proposals have been distributed to and are available at all Rio School District School Sites

AVISO DE AUDIENCIA PÚBLICA  
DISTRITO ESCOLAR DE RÍO  
1800 Solar Drive, 3er piso  
OXNARD, CALIFORNIA

AUDIENCIA PÚBLICA SOBRE LA PROPUESTA DEL  
CONTRATO DE NEGOCIACIONES DEL DISTRITO  
ESCOLAR RIO A LA ASOCIACIÓN DE MAESTROS DE  
RIO,  
PARA EL AÑO ESCOLAR 2024-2025

En conformidad con el dispuesto de la Sección 3547 del Código de Gobierno, la Mesa Directiva del Distrito Escolar Rio debe informar al público a través de una junta y llevar a cabo una audiencia pública para recibir comentarios de la comunidad antes del inicio de las negociaciones.

En acuerdo con el Código, se realiza una audiencia pública el 5 de junio de 2024 a las 6:00 de la tarde.

Distrito Escolar Rio  
1800 Solar Drive, tercer piso,  
Oxnard, CA 93030

Se han publicado copias de las propuestas iniciales en el  
Distrito Escolar Rio  
1800 Solar Drive, 3er piso  
Oxnard, CA 93030

Y todos los sitios escolares del Distrito Escolar de Rio



**Rio School District Sunshine Proposal for Initial Contract Reopeners with  
Rio Teachers Association June 5, 2024**

The Rio School District values the collaborative spirit through which collective bargaining is accomplished between the District and the Association.

Per the Educational Employment Relations Act and the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio School District is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of the Rio School District:

**ARTICLE 6: Unit Member Work Day/Work Year/Work Conditions**

*The District proposes to review how language in the new contract is working once implemented, and address possible TK/K language modifications.*

**ARTICLE 8: Class Size**

*The District proposes to review and possibly update language on class size, and to review language on special education and inclusion to better align with best practices and current case law.*

Additionally, the District agrees to reopen any articles that are mutually agreed upon.

We look forward to initiating a good faith bargaining effort with the Rio Teachers Association





7.3





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.3 Public Hearing of Local Control Accountability Plan (LCAP)
Access	Public
Type	Discussion

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

**Rationale:**

The Rio School District has engaged community members, pupils, local bargaining units, and other stakeholders through a variety of venues during this process.

In order to assure that all district stakeholders have an opportunity to provide input and/or make comments related to the district plan, the governing board shall hold at least one public hearing to solicit recommendation and comments from the public regarding specific actions and expenditures prior to adopting the LCAP.

**Administrative Content**

**Executive Content**



**PLEASE POST on Friday, May 24, 2024**

**RIO SCHOOL DISTRICT  
1800 Solar Drive, 3<sup>rd</sup> floor  
OXNARD, CALIFORNIA**

**NOTICE OF  
PUBLIC HEARING**

**Local Control Accountability Plan (LCAP)**

**June 5, 2024**

**6:00 p.m.**

Meaningful engagement of parents, pupils, and other stakeholders, including those representing the subgroups identified in Education Code section 52052, is critical to the LCAP and budget process. Education Code sections 52062 and 52063 specify the minimum requirements for school districts; Education Code sections 52068 and 52069 specify the minimum requirements for county offices of education, and Education Code section 47606.5 specifies the minimum requirements for charter schools. In addition, Education Code section 48985 specifies the requirements for translation of documents.

The public hearing will be held during a Governing Board meeting of the Rio School District to be held on Wednesday, June 5, 2024, at 6:00 p.m. at the Rio School District Boardroom, 1800 Solar Drive, 3<sup>rd</sup> floor Oxnard.

**POR FAVOR PUBLICAR el viernes 24 de mayo de 2024**

**DISTRITO ESCOLAR DE RÍO**

**1800 Solar Drive, 3er piso**

**OXNARD, CALIFORNIA**

**AVISO DE**

**AUDIENCIA PÚBLICA**

**Plan de Responsabilidad de Control Local (LCAP)**

**5 de junio de 2024**

**6:00 p.m.**

La participación significativa de los padres, alumnos y otras partes interesadas, incluidos aquellos que representan los subgrupos identificados en la sección 52052 del Código de Educación, es fundamental para el LCAP y el proceso presupuestario. Las secciones 52062 y 52063 del Código de Educación especifican los requisitos mínimos para los distritos escolares; Las secciones 52068 y 52069 del Código de Educación especifican los requisitos mínimos para las oficinas de educación del condado, y la sección 47606.5 del Código de Educación especifica los requisitos mínimos para las escuelas autónomas. Además, la sección 48985 del Código de Educación especifica los requisitos para la traducción de documentos.

La audiencia pública se llevará a cabo durante una reunión de la Mesa Directiva del Distrito Escolar de Rio que se llevará a cabo el miércoles 5 de junio de 2024 a las 6:00 p.m. en la sala de juntas del Distrito Escolar Rio, 1800 Solar Drive, 3er piso Oxnard.

7.4







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	7. Public Hearings
Subject	7.4 Notice of Public Hearing for the 2024/2025 Budget Report
Access	Public
Type	Discussion

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Budget Report for 2024/2025 is available for the public to view at the District Office from May 24, 2024 to June 5, 2024. The Public Hearing Notice is attached.

[20240416\\_VENTURA COUNTY OFFICE OF EDUCATION SCHOOL BUSINESS AND .pdf \(221 KB\)](#)

[June 5\\_NOTICE OF PUBLIC HEARING.pdf \(761 KB\)](#)

[General Fund Summary 24-25.pdf \(841 KB\)](#)

[Adopted Budget 2024-2025.pdf \(1,544 KB\)](#)

**Administrative Content**

**Executive Content**



VENTURA COUNTY OFFICE OF EDUCATION  
SCHOOL BUSINESS AND ADVISORY SERVICES  
5189 Verdugo Way  
Camarillo, CA 93012

Notice of Public Hearing  
for the 2024-2025 School District Budget

PROPOSED BUDGET OF Rio SCHOOL DISTRICT OF  
VENTURA COUNTY FOR THE YEAR ENDING JUNE 30, 2025.

The public hearing on the proposed budget for Rio School  
District will be held at 1800 Solar Drive, 3rd Floor, Oxnard, Ca 93030 on  
June 5, 2024 at 5:00 o'clock P.M.

The public is cordially invited to attend this meeting.

The proposed budget will be on file for public inspection from May 24, 2024 to June 5, 2024  
at Rio School District, 1800 Solar Drive, 3rd Fl., Oxnard during the normal workday.

Dr. César Morales  
County Superintendent of Schools

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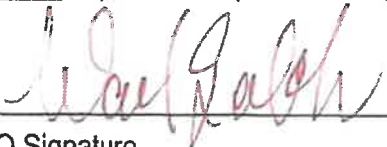
(DO NOT PUBLISH THIS SECTION)

Choose one (1) of the following:

Publish the above Notice of Public Budget Hearing in the following newspaper: Ventura STAR

The district will contact the newspaper directly to publish the public hearing notification.

Wael Saleh  
Print Name

  
CBO Signature

4/16/2024  
Date



PLEASE POST ON FRIDAY, MAY 24, 2024

**RIO SCHOOL  
DISTRICT**

# **NOTICE OF PUBLIC HEARING**

**2024/2025 Proposed Budget**

**June 5, 2024**

**5:00 p.m.**

The Governing Board of the Rio School District will hold a Public Hearing on June 5, 2024, at 5:00 p.m. to take testimony from the public on the District's budget for the 2024/2025 fiscal year.

Copies of the 2024/2025 Budget report are available at the Rio School District Office located at 1800 Solar Drive, 3<sup>rd</sup> Floor, Oxnard, California from May 24, 2024 through June 5, 2024.

PLEASE POST ON FRIDAY, MAY 24, 2024

# Classifieds

To Advertise, visit our website: [classifieds.vcstar.com](http://classifieds.vcstar.com)  
Public Notices/Legals email: [legals@vcstar.com](mailto:legals@vcstar.com)  
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Rio School District  
N/A  
B-5-All  
2024-25 budget

Advertiser:  
Agency:  
Section-Page-Zone(s):  
Description:

Ad Number: 49217378  
Insertion Number: N/A  
Size: 1 Col x 3.84 in  
Color Type: N/A

Ad Number: 49217378  
Insertion Number: N/A  
Size: 1 Col x 3.84 in  
Color Type: N/A

VCSTAR  
Monday, April 29, 2024

All classified ads are subject to the general rules, conditions of sale and advertising charges of our advertising department. All ads are subject to editorial review and publication. Ventura County Board reserves the right to edit, alter, reject, reschedule or cancel any ad at any time. Errors must be reported to the first day of publication. Ventura County Board does not assume any responsibility for omissions or errors. No refunds for ads that do not run.

**Community Announce**  
last, best, biggest, soonest.

**Announcements**

**Create Healthy Relationships**  
Women's support group run by MFT Terri O'Connor Wednesday evenings 6:15 to 7:45 in Ventura, call for details 310294-6942

**Sorted Stuff**  
all kinds of things

**Antiques & Collectibles**

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Baseball Cards  
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(805) 457-0533  
[www.AntiqueBuyers.com](http://www.AntiqueBuyers.com)

**Real Estate Rentals**

**PUBLISHER'S NOTICE**  
All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, restriction, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, restriction, or discrimination. If you wish not to be included in the sale of this ad, all persons are hereby advised that no person will be advertised or available on an equal opportunity basis.

**Rooms For Rent**  
Downtown - Large room  
for 2 students, shared BA,  
Internet, TV, etc.  
BOS-896-2364

**Vehicles Recreation**  
RVs, motorcycles, etc.

**RVs/Campers & Access**

**WANTED: Motor-homes, gas & diesel, 3rd wheel & travel trailers, camp & trucker!** (Tread of Bull on internet, campers, trailers, etc.)  
CALL me, 709-55-CAJON on the spot, I come to you, 557-790-1362

**Fictitious Business Name Statements**

**Public Notices**

**Fictitious Business**

FILE NO. 20190801-10014023-01  
FICTITIOUS BUSINESS NAME STATEMENT THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS: SENTINEL SERVICES 2322 WALDO STREET SUITE 100 CALIFORNIA, CA 93005  
County of Ventura State of Incorporation/Registration: California  
John M. Rivers 2322 Waldo Street Suite 100 California 93005  
This business is conducted by an individual.  
The registrant commenced transacting business under the fictitious business name or names listed above on June 24, 2019.  
I declare that all information in this statement is true and correct. (A registrant who declares information as true on any material matter pursuant to Section 17913 of Business and Professions Code that the registrant knows to be false or misleading is a misdemeanor punishable by a fine not to exceed one thousand dollars (\$1,000.)  
John M. Rivers  
This STATEMENT WAS FILED WITH THE COUNTY CLERK OF Ventura County ON April 2, 2024.  
NOTICE: In accordance with subdivision (c) of section 17900, a fictitious name statement generally expires at the end of five years from the date on which it was filed in

**Govt Public Notices**

the office of the county clerk, except as provided in subdivision section 17970 where it expires 40 days after any change in the status set forth in the statement pursuant to section 17970. Any change in status or address or realtor for FICTITIOUS BUSINESS NAME STATEMENTS FILED BEFORE EXPIRATION, THE FILING OF this statement does not constitute the filing in this state of a fictitious business name in violation of the rights of another under Federal, State, or Common Law (Section 1441 ET SEQ., A & P Code), April 8, 15, 22, 27, 2024 LYR0003271

**Govt Public Notices**

**VENTURA COUNTY DEPARTMENT OF EDUCATION SCHOOL BUSINESS AND ADVISORY SERVICES**  
195 Perryway Ave  
Carpinteria, CA 93021  
LYR0003271

**Notice of Public Hearing for the 2024-2025 School District Budget**

**PROPOSED BUDGET OF VENTURA COUNTY FOR THE YEAR ENDING JUNE 30, 2025**  
The public hearing on the proposed budget for the Rio School District will be held at 1:00 PM on June 5, 2024 at Rio School District, 300 Soledad Drive, 3rd Floor, Carpinteria, CA 93021 on June 5, 2024 at 1:00 PM (PST).  
The public is cordially invited to attend this meeting.  
The proposed budget will be on file for public inspection from May 29th to June 4th, 2024 at 255 West Stanley Ave., Suite 100, Ventura, CA 93001 during the normal workday.  
Dr. César Morales  
County Superintendent of Schools  
ASR1074966 04/29/2024

**Homes**

**CEDC**  
VILLA VICTORIA APARTMENTS  
26 units LFTG  
3730 Gum Tree Street #510 Oxnard, CA 93036  
Farm Worker Community for low income families  
Now accepting applications for 3-4 bedroom apts.  
Comunidad/apto. para trabajadores de campo para familias de bajos ingresos aceptando solicitudes para 3 y 4 dormitorios.  
para mas informacion llame a  
For more info call  
(805) 485-9081

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Concrete, Pavement, Blockwork, Flagstone, Free Estimates, Senior Discount, Licensed & Insured  
Call: Jose at 805-749-3017

**Electrical**

**DECKERS ELECTRIC**  
LED Recessed Lights  
Ceiling Fans & A/C Fans  
Electric Car Circuits  
Security Lights & Cameras  
New Outlets & Switches  
Troubleshooting Outages  
Flat Screen TV Installations  
Honest & Reliable!  
LIC# 574687  
Servicing Ventura County for 30 Years!  
Free Estimates  
661-713-4332

**General Contracting**

**GENERAL CONTRACTOR JOSE'S Landscaping Services**  
All Types of Work  
Excavation, Retention, Grading, Foundation, Driveway, Fire Pits, Patios, Walkways, etc.  
Licenses: 879991, 8017, 2009

**Home Improvement**

**JAIME'S HANDYMAN**  
All Trades, FREE Estimates, Low Rates, 25 Years Exp.  
Painting, Electrical, Tile & Hardwood Floors, Concrete, Carpentry, Stucco, Driveway, Porch, Gate, Gutters, Junk Removal, Doors, Windows & Screens.  
LIC# 802172

**HANDYMAN**  
Sheds, Fences, Driveway, Doors, Paint Texture, Plumbing, Tile, Roof Repair, Carpentry, Windows, Concrete, All Work Guaranteed.  
805-491-8330  
51 LIC# BOND 905229

**Landscaping**

**NEED LANDSCAPING? CALL KEN 805-432-5781**  
SPECIALIZING IN: Drainage, Retention, Landscaping, Drip Systems, Seeding, Sod, New Planting, Outdoor Lighting, Small Tree Removal  
In Business Since 1987  
LIC# 880278  
FREE ESTIMATES

**Painting**

**MICHAEL'S PAINTING**  
Affordable Quality work  
Interior/Exterior Painting  
Features/Driveway Repair  
Stucco Patch or Repair  
Residential & Commercial  
FREE ESTIMATES  
Police, Military, Fire Fighters & 5% Discounts  
805-338-1377 LIC# 064245

**Services**

**AFFORDABLE APPLIANCE REPAIR**  
WASHER, DRYER, REFRIG, STOVE  
AFTER HOLIDAY SPECIAL!  
NO SERVICE CHARGE WITH SENIOR CITIZENS (All Shaves, Ovens, Furnaces, & Wall Heaters)  
24 HOUR SERVICE  
WE SERVICE ALL MAJOR BRAND APPLIANCES  
EARTHQUAKE SERVICE  
SERVING THE VENTURA COUNTY FOR OVER 40 YEARS!!!  
Senior & Military Discounts Available!  
Call Victor  
805-302-1866

**Legal Notice**

**TRIUNFO WATER & SANITATION DISTRICT**  
ORDINANCE NO. TW-SD-202 (Adopted 02/24/24)  
TAKE NOTICE that at its Regular Meeting of April 22, 2024, at 5:15 pm, the Triunfo Water & Sanitation District Board of Directors considered and revised Ordinance No. TW-SD-202 entitled:  
ORDINANCE NO. TW-SD-202 (Adopted 02/24/24) PRETREATMENT PROGRAM FOR THE SEWER SYSTEM OWNED AND OPERATED BY TRIUNFO WATER & SANITATION DISTRICT  
Ordinance No. TW-SD-202 (Adopted 02/24/24) revises how the collection of industrial waste and Fee Payment fees are to be collected. The FOC Permit fee shall be collected via the County of Ventura's Tax Roll for the associated parcel (FPM). Any additional penalties or fees for late FOC Permit shall be billed to the permit holder. Non-payment of penalties and fees shall subsequently be collected from the parcel owner via the Tax Rolls. All fees and penalties for the Industrial Waste permit program shall be collected from the permit holder. Failure to provide payment may result in suspension of the Industrial Waste permit.  
Ordinance No. TW-SD-202 was adopted by the following vote: AYES: JARECKY, NYS, SHAPIRO, TULANDER, NOESABSTENTIONS: NONE  
ABSENT: WALL  
A certified copy of the ordinance is available for viewing in the Clerk of the Board's office, 370 N. Westlake Blvd., Suite 100, Ventura, CA 93001, (805) 488-4607.  
Publish: April 29, 2024; Ad#10106100

**Cleaning - Maid Service**

**BEKA'S SPRING CLEANING**  
AFFORDABLE & PROFESSIONAL  
Weekly & Bi-Weekly  
1 Time  
26 YRS. EXP.  
- Ref. Windows  
- Move In/Move Out #129  
805-301-5079

**General Contracting**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Home Maintenance**

**Clean Up and Removal**

**MOONS HAULING**  
Trash, Garage & Yard Clean-Up, Jacuzzi, Elect, Chaises, Joe, Dirt Deliveries, Demolition.  
Free Estimates  
(805)405-7909

**Home Maintenance**

**Home Maintenance**

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**Home Maintenance**

**DENNIS' QUALITY PAINTING**  
Interior/Exterior - Residential Only - Free Estimates  
25 Years Experience - Senior Discount/P  
(805) 760-6314  
Lic# 976033

**Home Maintenance**

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**Home Maintenance**

**RIO SCHOOL DISTRICT**  
**GENERAL FUND SUMMARY (FUND 01)**  
**REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE**  
**2024-25 Proposed Budget**

	Unrestricted	Special Education	Categorical Programs	Total
<b>A) REVENUES</b>				
LCFF- Base Grant	\$53,049,186	\$0	\$0	\$53,049,186
LCFF- Supplemental/Concentration Grant	\$12,115,717	0	0	12,115,717
Federal Revenues	\$0	1,333,243	1,366,912	2,700,155
Other State Revenues	\$1,860,712	772,193	7,182,873	9,815,778
Local Revenues	\$1,465,778	4,361,828	396,432	6,224,038
<b>TOTAL REVENUES</b>	<b>\$68,491,393</b>	<b>\$6,467,264</b>	<b>\$8,946,217</b>	<b>\$83,904,874</b>
<b>B) EXPENDITURES</b>				
Certificated Salaries	\$25,337,790	4,200,106	1,883,982	\$31,421,878
Classified Salaries	\$7,860,099	4,037,746	2,326,586	14,224,431
Employee Benefits	\$15,730,301	3,339,574	1,754,268	20,824,143
Books and Supplies	\$1,947,382	115,615	2,471,532	4,534,529
Services and Operating Expenses	\$7,306,090	3,052,449	4,933,298	15,291,837
Capital Outlay	\$74,915	0	196,382	271,297
Other Outgo	\$1,637,021	0	0	1,637,021
Direct Support/Indirect Costs	(\$446,405)	34,692	358,109	(53,604)
<b>TOTAL EXPENDITURES</b>	<b>\$59,447,193</b>	<b>\$14,780,182</b>	<b>\$13,924,157</b>	<b>\$88,151,532</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>				
<b>C) BEFORE OTHER FINANCING SOURCES AND USES</b>	<b>\$9,044,200</b>	<b>(\$8,312,918)</b>	<b>(\$4,977,940)</b>	<b>(\$4,246,658)</b>
<b>D) OTHER FINANCING SOURCES/USES</b>				
Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	0	0	0
Other Sources	\$110,301	0	0	110,301
Contributions/Flexibility Transfers	(\$10,965,288)	8,312,918	2,652,370	0
<b>TOTAL OTHER FINANCING SOURCES/USES</b>	<b>(\$10,854,987)</b>	<b>\$8,312,918</b>	<b>\$2,652,370</b>	<b>\$110,301</b>
<b>E) NET INCREASE (DECREASE) IN FUND BALANCE</b>				
	(\$1,810,787)	\$0	(\$2,325,570)	(\$4,136,357)
<b>F) BEGINNING FUND BALANCE</b>	<b>\$7,893,394</b>	<b>\$632,759</b>	<b>\$7,343,957</b>	<b>\$15,870,110</b>
<b>G) ENDING FUND BALANCE</b>	<b>\$6,082,607</b>	<b>\$632,759</b>	<b>\$5,018,387</b>	<b>\$11,733,753</b>
<b>H) COMPONENTS OF ENDING FUND BALANCE</b>				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	632,759	5,018,387	5,651,146
Assigned for Beginning Balance Reinstatement	200,000	0	0	200,000
<b>Total Designations</b>	<b>\$230,000</b>	<b>\$632,759</b>	<b>\$5,018,387</b>	<b>\$5,881,146</b>
b) Reserve:				
State Mandated Reserve (3%)	2,644,546	\$0	\$0	\$2,644,546
Unassigned Reserve	3,208,061	0	0	3,208,061
<b>Total Reserve (\$)</b>	<b>5,852,607</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,852,607</b>
<b>Total Reserve (%)</b>	<b>6.64%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>6.64%</b>
<b>ENDING FUND BALANCE (a + b)</b>	<b>\$6,082,607</b>	<b>\$632,759</b>	<b>\$5,018,387</b>	<b>\$11,733,753</b>



**Rio School District  
2024-25 Proposed Budget  
Multi-Year Projection Assumptions**

<b>Assumption</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>
<b>Revenues:</b>			
Projected Enrollment	5209	5204	5189
Projected Attendance Rate	93.00%	93.00%	93.00%
Projected Average Daily Attendance (ADA)	4844	4840	4826
Funded ADA Using 3 years Average	4885	4868	4872
Cost of Living Adjustment	1.07%	2.93%	3.08%
Additional Augmentation	0.00%	0.00%	0.00%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	-	-	-
Restricted Lottery Revenues Per ADA	\$ 72	\$ 72	\$ 72
Unrestricted Lottery Per ADA	\$ 177	\$ 177	\$ 177
<b>Expenditures:</b>			
Step and Column Adjustments	Included	1.50%	1.50%
Salary Increases/Settlements	1.00%	0.00%	0.00%
Certificated Changes	Included	None	None
Classified Staffing Changes	Included	None	None
Administrator Staffing Changes	Included	None	None
STRS	19.10%	19.10%	19.10%
PERS	27.05%	27.60%	28.00%
Cost of Health Increase	Included	5%	5%
One Time Funds in Expenditures	\$1.4M	\$615K	-
Utilities Changes	10%	10%	10%
Increase in Contribution to SpEd and Facilities Maintenance	+\$500K	+\$500K	+\$500K



**Rio School District  
Multi-Year Projections  
2nd Interim Budget**

Description	2024-25 Proposed Budget	2025-26	2026-27
<b>Funded Average Daily Attendance</b>	4,885	4,868	4,872
<b>A Revenues and Other Financing Sources:</b>			
1 LCFF: Base Grant	\$53,049,186	\$54,590,190	\$56,315,042
LCFF: Supp/Concert	12,115,717	11,989,890	11,630,635
2 Federal Revenues	2,700,155	2,700,155	2,700,155
3 Other State Revenues	9,815,778	10,103,380	10,414,564
4 Other Local Revenues	6,224,038	7,063,970	5,663,970
5 Other Financing Sources	-	-	-
<b>6 Transfer in from Other Funds</b>	<b>110,301</b>	<b>112,507</b>	<b>114,757</b>
<b>7 Total Revenues and Other Financing Sources</b>	<b>84,015,175</b>	<b>86,560,092</b>	<b>86,839,124</b>
<b>B Expenditures and Other Financing uses:</b>			
1 Certificated Salaries			
a. Base Salaries	31,421,878	31,421,878	31,727,761
b. Projected Step and Column Adjustment	-	468,883	475,916
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(163,000)	-
e. Total Certificated Salaries	31,421,878	31,727,761	32,203,678
2 Classified Salaries			
a. Base Salaries	14,224,431	14,224,431	14,437,797
b. Projected Step and Column Adjustment	-	213,366	216,567
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	0	-	-
e. Total Classified Salaries	14,224,431	14,437,797	14,654,364
3 Employee Benefits:			
a. STRS	5,692,251	6,060,002	6,150,902
b. PERS	3,891,921	3,984,832	4,235,111
c. FICA and Medicare	1,565,131	1,564,544	1,588,012
d. Health and Welfare	7,482,824	7,901,090	8,343,799
e. Unemployment	22,155	23,083	23,429
f. Worker Comp	801,357	816,669	828,919
g. Retiree Benefits	1,208,504	1,275,698	1,346,792
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	160,000	-	-
j. Total Benefits	20,824,143	21,625,918	22,516,965
4 Books and Supplies	4,534,529	4,534,529	4,534,529
5 Services and Other Operating Expenditures	15,291,837	15,480,425	15,687,871
6 Capital Outlay	271,297	271,297	271,297
7 Other outgo	1,637,021	1,637,021	1,637,021
8 Indirect costs	(53,604)	13,841	13,841
9 Other Financing Uses	-	-	-
<b>10 Proposed Budget Cuts</b>	<b>-</b>	<b>(1,156,176)</b>	<b>(1,156,176)</b>
11 Other Adjustments	-	4,004,756	(726,693)
<b>12 Total Expenditures and Financing Uses</b>	<b>88,151,532</b>	<b>92,577,169</b>	<b>89,636,697</b>
<b>C Net Increase (Decrease) in Fund Balance</b>	<b>(\$4,136,357)</b>	<b>(\$6,017,077)</b>	<b>(\$2,797,573)</b>
<b>D Fund Balance</b>			
1 Net Beginning Balance	15,870,110	11,733,753	5,716,875
<b>Total Components of Ending Fund Balance</b>	<b>\$11,733,753</b>	<b>\$5,716,676</b>	<b>\$2,919,102</b>
<b>E Available Reserves- Unrestricted Only</b>			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	5,651,146	0	(0)
Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
Designated for Economic Uncertainties	2,644,546	2,777,315	2,689,101
Undesignated/ Unappropriated Amount	3,208,061	2,709,360	(0)
<b>Total Available Reserve - by Amount</b>	<b>11,733,753</b>	<b>5,716,675</b>	<b>2,919,101</b>
<b>Total Available Reserve - by Percent</b>	<b>6.64%</b>	<b>5.93%</b>	<b>3.00%</b>

## Unrestricted

	Description	2024-25 Proposed Budget	2025-26	2026-27
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
	1 LCFF: Base	\$53,049,186	\$54,590,190	\$56,315,042
	LCFF: Supp/Conc	12,115,717	11,989,890	11,630,635
	2 Federal Revenues	-	-	-
	3 Other State Revenues	\$1,860,712	1,915,231	1,974,220
	4 Other Local Revenues	\$1,465,778	\$2,305,710	\$905,710
	5 Other Financing Sources	(\$10,965,288)	(\$11,465,288)	(\$11,965,288)
	6 Transfer In	\$110,301	112,507	114,757
	7 Total Revenues and Other Financing Sources	\$ 57,636,406	59,448,240	58,975,076
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
	1 Certificated Salaries			
	a. Base Salaries	\$25,337,790	25,337,790	25,552,412
	b. Projected Step and Column Adjustment	-	377,622	383,286.18
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	(163,000)	-
	e. Total Certificated Salaries	25,337,790	25,552,412	25,935,698
	2 Classified Salaries			
	a. Base Salaries	\$7,860,099	7,860,099	7,978,000
	b. Projected Step and Column Adjustment	-	117,901	119,670
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	7,860,099	7,978,000	8,097,670
	3 Employee Benefits:			
	a. STRS	4,622,940	4,880,511	4,953,718
	b. PERS	2,346,976	2,201,928	2,340,227
	c. FICA and Medicare	998,696	980,827	995,539
	d. Health and Welfare	6,012,003	6,312,603	6,628,233
	e. Unemployment	16,242	16,765	17,017
	f. Worker Comp	590,555	593,153	602,050
	g. Retiree Benefits	982,889	1,032,033	1,083,635
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	160,000	-	-
	j. Total Benefits	\$ 15,730,301	\$ 16,017,821	\$ 16,620,420
	4 Books and Supplies	\$1,947,382	\$ 1,947,382	\$ 1,947,382
	5 Services and Other Operating Expenditures	7,306,090	7,494,678	7,702,124
	6 Capital Outlay	74,915	74,915	74,915
	7 Other outgo	1,637,021	1,637,021	1,637,021
	8 Indirect costs	(446,405)	(341,892)	(311,892)
	9 Other Financing Uses	-	-	-
	<b>10 Proposed Budget Cuts</b>		<b>(1,156,176)</b>	<b>(1,156,176)</b>
	11 Other Adjustments (Elimination of One time Expense)		610,010	1,225,487
	11 Total Expenditures and Financing Uses	\$ 59,447,193	\$ 59,814,171	\$ 61,772,649
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>(1,810,787)</b>	<b>(365,931)</b>	<b>(2,797,573)</b>
<b>D</b>	<b>Fund Balance</b>			
	1 Net Beginning Balance	7,893,394	6,082,607	5,716,675
	Adjustment to Beginning Balance	-	-	-
	<b>e. Total Components of Ending Fund Balance</b>	<b>6,082,607</b>	<b>5,716,675</b>	<b>2,919,101</b>
<b>E</b>	<b>Available Reserves</b>			
	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	2,644,546	2,777,315	2,689,101
	Undesignated/ Unappropriated Amount	3,208,061	2,709,360	(0)
	<b>Total Available</b>	<b>6,082,607</b>	<b>5,716,675</b>	<b>2,919,101</b>

## Restricted

	Description	2024-25 Proposed Budget	2025-26	2026-27
<b>A</b>	<b>Revenues and Other Financing Sources:</b>			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	2,700,155	2,700,155	2,700,155
3	Other State Revenues	7,955,066	8,188,149	8,440,344
4	Other Local Revenues	4,758,260	4,758,260	4,758,260
5	Other Financing Sources	10,965,288	11,465,288	11,965,288
6	<b>Total Revenues and Other Financing Sources</b>	<b>26,378,769</b>	<b>27,111,852</b>	<b>27,864,047</b>
<b>B</b>	<b>Expenditures and Other Financing uses:</b>			
1	Certificated Salaries			
a.	Base Salaries	6,084,088	6,084,088	6,175,349
b.	Projected Step and Column Adjustment	-	91,261	92,630
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	-	-
	ESSER III Plan For Certificated			
e.	Total Certificated Salaries	6,084,088	6,175,349	6,267,980
2	Classified Salaries			
a.	Base Salaries	6,364,332	6,364,332	6,459,797
b.	Projected Step and Column Adjustment	-	95,465	96,897
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	-	-
e.	Total Classified Salaries	6,364,332	6,459,797	6,556,694
3	Employee Benefits:			
a.	STRS	1,069,311	1,179,492	1,197,184
b.	PERS	1,544,945	1,782,904	1,894,885
c.	FICA and Medicare	566,435	583,717	592,473
d.	Health and Welfare	1,470,821	1,588,487	1,715,566
e.	Unemployment	5,913	6,318	6,412
f.	Worker Comp	210,802	223,516	226,868
g.	Retiree Benefits	225,615	243,664	263,157
h.	PERS Reduction	-	-	-
i.	Other Benefits/Adjustments	-	-	-
j.	Total Benefits	5,093,842	5,608,097	5,896,545
4	Books and Supplies	2,587,147	2,587,147	2,587,147
5	Services and Other Operating Expenditures	7,985,747	7,985,747	7,985,747
6	Capital Outlay	196,382	196,382	196,382
7	Other outgo	-	-	-
8	Indirect costs	392,801	355,733	325,733
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	3,394,746	(1,952,180)
11	<b>Total Expenditures and Financing Uses</b>	<b>28,704,339</b>	<b>32,762,998</b>	<b>27,864,048</b>
<b>C</b>	<b>Net Increase (Decrease) in Fund Balance</b>	<b>(2,325,570)</b>	<b>(5,651,146)</b>	<b>(0)</b>
<b>D</b>	<b>Fund Balance</b>			
1	Net Beginning Balance	\$7,976,716	\$5,651,146	\$0
	Adjustment to Beginning Balance	-	-	-
e.	Total Components of Ending Fund Balance	5,651,146	\$0	(\$0)
<b>E</b>	<b>Available Reserves</b>			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	5,651,146	0	(0)
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	<b>Total Available</b>	<b>\$5,651,146</b>	<b>\$0</b>	<b>(\$0)</b>



9.1





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Resolution 2324/13 Commitment to Climate Change Action
Access	Public
Type	Action
Recommended Action	Staff recommends approval Resolution 2324/13 Climate Change Action

**Public Content**

Speaker: Veronica Rauschenberger, Executive Director of Schools and Systems Improvement and Anne Ransom, Science TOSA

Rationale:

[Res232413ClimateChange.pdf \(52 KB\)](#)

**Administrative Content**

**Executive Content**





**RIO ELEMENTARY SCHOOL DISTRICT**  
**Oxnard, California**  
**RESOLUTION NO. 2324/13**  
**COMMITMENT TO CLIMATE CHANGE ACTION**

**WHEREAS**, Rio Elementary School District is a strong district that is proud to commit to actions against climate change;

**WHEREAS**, it is important to advocate for climate action leading to climate restoration to end one of the greatest threats facing communities throughout the world; and

**WHEREAS**, climate change is not a partisan nor political issue and that local, state, and national policies should be guided by the best available science; and

**WHEREAS**, there is a broad scientific consensus among climate scientists that human activities, contributing to increases in greenhouse gas emissions, are the dominant cause of climate change; and

**WHEREAS**, children represent a particularly vulnerable group because greenhouse gasses emitted into the atmosphere will continue to accumulate over the coming decades and will profoundly impact our current students throughout their lives, as well as the lives of future generations; and

**WHEREAS**, climate change is a social justice, equity and human rights issue; and

**WHEREAS**, the global impact, urgency, and magnitude of the challenge of addressing climate change calls for leadership in all sectors of society, all institutions and all elected leaders; and

**WHEREAS**, we work to ensure that all Rio Elementary School District students matriculate as civically engaged advocates for equity and social justice in our changing community and world.

**NOW THEREFORE, BE IT RESOLVED** that the Rio Elementary School District Board celebrates existing district sustainability initiatives such as:

- *Collaborating with existing municipal, county and state climate action plans.*
- *Supporting local, state and nation Safe Routes to School programs.*
- *Continuing to increase the amount of clean energy utilized.*
- *Supporting sustainable facilities for both new construction and retrofits.*
- *Evaluating measures that increase environmental sustainability, while remaining financially sustainable.*

**LET IT THEREFORE BE RESOLVED THAT**, the Rio Elementary School District Board shall ask the Superintendent to collaborate and take action on climate change in manners that are within the purview of the District, such as:

- curricular and educational opportunities such as climate literacy, climate advocacy, and climate justice curriculum;
- facilities and operational priorities and projects including transportation, purchasing, maintenance, landscaping, and construction;
- climate-friendly food service: including locally sourced food and food waste reduction programs;
- engagement and non-partisan advocacy with local, state and federal jurisdictions for common sense climate policies that protect current and future students.

**BE IT FURTHER RESOLVED**, that the Board of Education calls on the U.S. Congress to take swift and effective action on climate change to protect current and future students.

**BE IT FURTHER RESOLVED**, that the Board of Education asks the Superintendent to share official copies of this resolution to the following: the County Superintendent of Schools, all school site councils in the district, the District Bargaining Units/Employee Organizations and the California School Boards Association.

**PASSED AND ADOPTED** this 5th day of June, 2024 by the following vote:

AYES: \_\_\_\_\_ NOES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

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Eleanor Torres, Board President

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Alesia Martin, Clerk of the Board

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Felix Eisenhauer, D.M.A

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Rosa Balderrama, M.A.

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Kristine Anderson, Esq.

-----  
John Puglisi, Ph.D., Superintendent

9.2





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval for Staff Out State Travel to attend the Green Ribbon Awards Ceremony in Washington, DC July 8-12, 2024
Access	Public
Type	Action
Dollar Amount	6,000.00
Recommended Action	Staff recommends approval for staff to attend the Green Ribbon Awards Ceremony in Washington, D.C. July 8-12, 2024.

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

The Rio School District has been selected as a **2024 U.S. Department of Education Green Ribbon Schools District Sustainability Awardee**. In addition, Rio has earned the **2024 California Green Ribbon Schools District Sustainability Honoree, Green Achiever** designation, the state's highest recognition for this award. These prestigious awards follow Rio's 2023 recognition as a **California Green Ribbon Schools District Sustainability Honoree, Silver**.

**Staff is recommending sending four district representatives: Dr. John Puglisi, Trustee Rosa Balderrama, Anne Ransom, TOSA and Stephanie Towner, Garden and Nutrition Educator to Washington, D.C to receive the districts award.**

### Administrative Content

### Executive Content



9.3







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Review of the Rio School District Sunshine proposal to RTA
Access	Public
Type	Discussion

**Public Content**

Speaker: Tiffany Morse, Ph.D. Assistant Superintendent, School and System Improvement

**Rationale:**

The Educational Employment Relations Act requires that both the employer and the bargaining unit present their initial proposals at a public meeting. After the public has had an opportunity to express itself, the employer shall adopt its negotiations proposal at a subsequent meeting. RTA's initial proposal for negotiations in the 2024-25 school year is presented for the Board and public's review.

[24-25 RTA to RSD Sunshine Proposal.pdf \(47 KB\)](#)

**Administrative Content**

**Executive Content**





**Rio School District Sunshine Proposal for Initial Contract Reopeners with  
Rio Teachers Association June 5, 2024**

The Rio School District values the collaborative spirit through which collective bargaining is accomplished between the District and the Association.

Per the Educational Employment Relations Act and the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio School District is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of the Rio School District:

**ARTICLE 6: Unit Member Work Day/Work Year/Work Conditions**

*The District proposes to review how language in the new contract is working once implemented, and address possible TK/K language modifications.*

**ARTICLE 8: Class Size**

*The District proposes to review and update language on class size, and to negotiate language on special education and inclusion to better align with best practices and current case law.*

Additionally, the District agrees to reopen any articles that are mutually agreed upon.

We look forward to initiating a good faith bargaining effort with the Rio Teachers Association



9.4





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Agreement with Boys and Girls Club of Greater Oxnard and Port Hueneme for Summer School 2024 (non general fund)
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	421,488.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)/Summer ASES Program
Recommended Action	Staff recommends board approval of the Boys and Girls Club summer agreement.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

#### Rationale:

The Rio School District EXPLORE TK-8 Summer Program, running from June 24 through August 9 from 8:00 AM to 5:00 PM at Rio Rosales, Rio Lindo, Rio Real, Rio Plaza, Rio Del Mar, Rio Vista, Rio Del Norte, and the Nyeland Center, offers numerous benefits and reasons for students and families to participate:

- 1. Expansion and Improvements: The Explorer program will be at 8 sites plus the Nyeland Center during the 2024 summer. Last summer, the Explorer was only at 5 sites. This is an increase of 4 sites. The second improvement will be a seven week Explore program for students and parents and the overall community. Last summer, the Explore program was only 4 weeks. The third improvement will be services will only be provided by one entity instead of multiple entities, therefore decreasing any issues and improved communication. The fourth improvement is the expansion of TK summer Jumpstart at all elementary schools and the Nyeland Center.**
2. Academic Enrichment: The program provides an opportunity for students to engage in academic activities during the summer break, helping them to retain knowledge, develop skills, and avoid the "summer slide" often experienced during extended breaks from school.
3. Preparation for the Next School Year: EXPLORE offers activities and lessons designed to prepare students for success in the upcoming school year. Whether it's reviewing key concepts, practicing important skills, or previewing upcoming coursework, students can gain a head start and build confidence for the academic challenges ahead.
4. Hands-On Learning Experiences: The program incorporates hands-on, experiential learning activities across various subjects, including STEM, arts, language arts, and more. This approach not only reinforces academic concepts but also fosters creativity, critical thinking, and problem-solving skills.

5. **Social and Emotional Development:** EXPLORE provides a supportive and inclusive environment where students can develop social skills, build friendships, and strengthen their emotional resilience. Through team-building activities, group projects, and collaborative learning experiences, students learn to communicate effectively, work cooperatively, and develop empathy towards others.
6. **Exploration of Interests:** The program offers a wide range of enrichment activities and electives, allowing students to explore their interests, discover new passions, and cultivate talents outside of the traditional classroom setting. Whether it's participating in the performing arts, exploring STEM fields, or delving into cultural studies, students have the opportunity to pursue their passions and expand their horizons.
7. **Physical Activity and Wellness:** EXPLORE incorporates physical education and recreational activities into the daily schedule, promoting physical health, fitness, and overall well-being. Through sports, outdoor games, and active play, students can stay active, develop gross motor skills, and learn the importance of a healthy lifestyle.
8. **Extended Learning Opportunities:** With a full-day schedule from 8:00 AM to 5:00 PM, EXPLORE provides families with extended learning opportunities and a safe, supervised environment for students while parents or guardians are at work. This alleviates childcare concerns for working families and ensures that students have access to enriching educational experiences throughout the summer.
9. **Community Engagement and Support:** EXPLORE fosters a sense of community and belonging among students, families, and educators within the Rio School District. By bringing together students from diverse backgrounds and fostering positive relationships, the program strengthens the fabric of the school community and promotes a culture of collaboration and support.

Overall, the Rio School District EXPLORE Summer Program offers a comprehensive and engaging summer learning experience that benefits students academically, socially, and emotionally, while also supporting families and strengthening the school community.

The contract will be funded through ELOP and Summer ASES. No general fund dollars will be used.

[BGCOP summer agreement 2024.pdf \(198 KB\)](#)

[24-25 - Rio School District \(1\) certificate of insurance.pdf \(198 KB\)](#)

[2024-2025 RSD BGCOP Summer ASES-ELOP Budget-final \(1\).pdf \(466 KB\)](#)

## **Administrative Content**

## **Executive Content**



Rio School District  
**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 21<sup>st</sup> day of May, 2024 by and between Rio School District (hereinafter referred to as "District") and Boys & Girls Clubs of Greater Oxnard and Port Hueneme (referred to as "Provider.")

<u>Boys &amp; Girls Clubs of Greater Oxnard and Port Hueneme</u> Provider	<u>805-815-4999</u> Telephone Number
<u>1900 W 5<sup>th</sup> St</u> Street Address	_____ Fax Number
<u>Oxnard, Ca 93030</u> City, State, Zip code	_____ E-mail Address
<u>95-1785162</u> Tax Identification or Social Security Number	_____ Business License Number (if applicable)

**SERVICES**

\_\_\_\_\_  
Description of Services: **Summer Programming**

\_\_\_\_\_  
Date(s) of Service: **6/24/24-8/9/24**                      Hour(s) of Service: **8-5**    Location: **all 8 Rio Schools and Nyeland Acres**

**FEES**

Compensation for Services	\$ _____
Other Ancillary Cost, as applicable	\$ _____
Total not to Exceed	\$ per year: <b>421,488( summer)</b> _

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 2 weeks 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

Agreement  
Services

for

E. Ali, Erin Antrim CEO

Page 3

5/21/24

Provider signature

Date

**SITE AGREEMENT**

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

\_\_\_\_\_  
Signature

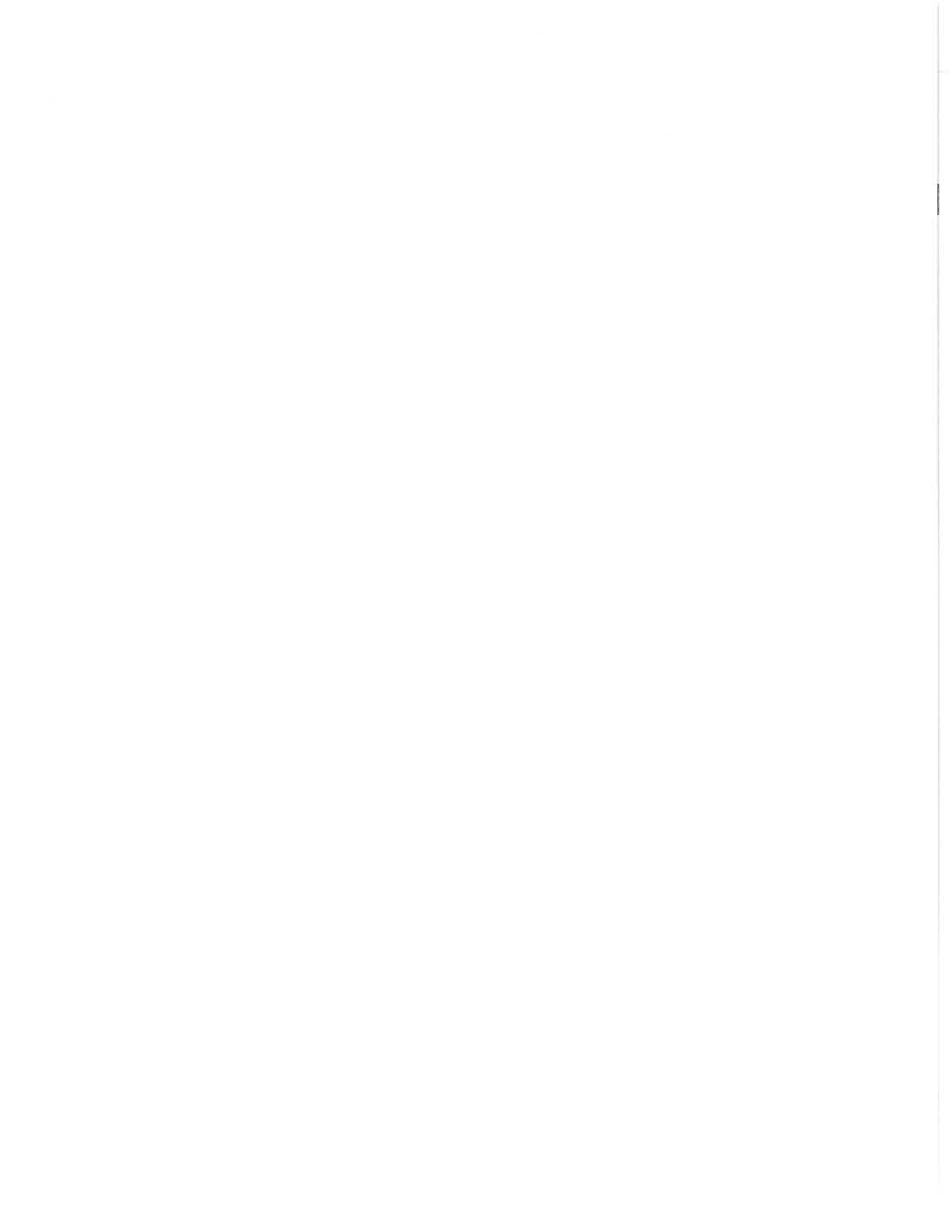
\_\_\_\_\_  
Date

**DISTRICT APPROVAL**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**

**LIABILITY, Subsection 2. Exclusions, Paragraph j. Damage to Property, Item (1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE.**

- b. **SECTION III – LIMITS OF INSURANCE, Paragraph 6.** is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS, Paragraph 9.a.,** is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance, (1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:



- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."
- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:

1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.**d.** is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Key and Lock Replacement – Janitorial Services Client Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. “Client” means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. “Employee” means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent “employee” as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
  - (3) “Employee” does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any “manager,” director or trustee except while performing acts coming within the scope of the usual duties of an “employee.”
- c. “Manager” means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**

**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;



- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



Rio School District Expanded Learning Summer Budget 8 Sites 2024-2025 6/24/24-8/9/24 (8 weeks) Boys and Girls Clubs of Greater Oxnard and Port Hueneme		
	Budget Line Items	Amount Budgeted
Series 1000		\$0
CERTIFICATED PERSONNEL SALARIES TOTAL		\$0
	<u>After School Program Director (ASPD): 1 x \$30 per hour x 8 hours per day (8:00am – 5:00pm) x 33 days = \$7,920 for Summer break 6/24/24-8/9/24</u>	\$7,920
Series 2000	<u>After School Program Leads (ASPL): 8 x \$26 per hour x 8 hours per day (8:00am – 5:00pm) x 33 days = \$54,912 for Summer break 6/24/24-8/9/24</u>	\$54,912
	<u>Youth Development Specialists (YDS): 25 x \$22 per hour x 8 hours per day (8:00am – 5:00pm) x 33 days = \$145,200 for Summer break 6/24/24-8/9/24</u>	\$145,200
	<u>Youth Development Specialists (YDS): 7 x \$22 per hour x 4 hours per day (12:00pm – 4:00pm) to break staff x 33 days = \$20,328 for Summer break 6/24/24-8/9/24</u>	\$20,328
	<u>T-K/KINDER Specialist (YDS): 12 x \$22 per hour 2 Staff per site Week 1: 6/24/24-6/24/24 (8:00am-5:00pm)12 x \$22 per hour x 8 hours x 5 days = \$10,560 Weeks 2-7: 7/1/24-8/9/24 (11:00am-5:00pm)12 x \$22 per hour x 6 hours x 28 days = \$44,352 (\$10,560+\$44,352 =\$54,912)</u>	\$54,912
	<u>After School Programs Specialist: \$63,000 per year x 0.091 PTE = \$5,460</u>	\$5,733
	<u>Youth Development Specialists (YDS): 2 x \$22 per hour x 8 hours per day (8:00am – 5pm) x 20 days = \$7,040 for Summer break Jump Start program for 20 T-K Kids at Nyeland 7/8/24-8/2/24</u>	\$7,040
	<u>Youth Development Specialists (YDS): 1 x \$22 per hour x 4 hours per day (12:00pm – 4:00pm) to break staff x 20 days = \$1,760 for Summer break at Nyeland 7/8/24-8/2/24</u>	\$1,760
CLASSIFIED PERSONNEL SALARIES TOTAL		\$297,805.00

SERIES 3000	After School Program Director (ASPD): 27% x \$7,920 for employer paid costs (work's comp, taxes, medical, unemployment)	\$2,138.40
	After School Program Leads (ASPLs): 20% x \$54,912 for employer paid costs (work's comp, taxes, medical, unemployment)	\$10,982.40
	Youth Development Specialists: 20% x \$229,240 for employer paid costs (worker's comp, taxes, medical, unemployment)	\$45,848.00
	School Based Programs Specialist: 27% x \$5,733 for employer paid costs (worker's comp, taxes, medical, unemployment)	\$1,547.91
EMPLOYEE BENEFITS TOTAL		\$60,516.71
SERIES 4000	Instructional Resources & supplies provided by BGC \$0 per youth for 0 youth = \$0	\$0
	Cell Phone and Wireless Card	\$0
BOOKS AND SUPPLIES TOTAL		\$0
SERIES 5000	Transportation for Field Trips	\$0
	Professional Development 20 hours of training for 55 staff	\$24,840
	BGCOP operating expenses	\$38,326.29
SERVICES AND OTHER OPERATING EXPENSES TOTAL		\$63,166.29
<b>SUBTOTAL FOR SERIES 1000-5999</b>		<b>\$421,488.00</b>
SERIES 6000		\$0
EQUIPMENT AND EQUIPMENT REPLACEMENT TOTAL		\$0
<b>Indirect Costs 7000</b>	Indirect costs may not exceed the grantee's restricted indirect cost rate (ICR), or 5%, whichever is less. Programs may expend up to 15% of annual funding on administrative costs. Total Series 1000-5999 = \$112,500 x ICR 5% = \$5,625	\$0
<b>SUBTOTAL SERIES 1000-5999 INCLUDING INDIRECT COSTS</b>		<b>\$421,488.00</b>
<b>GRAND TOTAL</b>		<b>\$421,488.00</b>







### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Review of the Rio School District Sunshine Proposal to the Rio Teachers' Association
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the RSD Sunshine Proposal to the Rio Teachers' Association.

### Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent, School and Systems Improvement

#### Rationale:

The Educational Employment Relations Act requires that both the employer and the bargaining unit present their initial proposals at a public meeting. After the public has had the opportunity to express itself, the employer shall adopt its negotiations proposal at a subsequent meeting. RSD's initial proposal for negotiations in the 2024/2025 school is presented for the boards and publics review.

[RTA Sunshine Proposal 2023-24.pdf \(76 KB\)](#)

### Administrative Content

### Executive Content







**Rio School District Sunshine Proposal for Initial Contract Reopeners with  
Rio Teachers Association June 5, 2024**

The Rio School District values the collaborative spirit through which collective bargaining is accomplished between the District and the Association.

Per the Educational Employment Relations Act and the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio School District is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of the Rio School District:

**ARTICLE 6: Unit Member Work Day/Work Year/Work Conditions**

*The District proposes to review how language in the new contract is working once implemented, and address possible TK/K language modifications.*

**ARTICLE 8: Class Size**

*The District proposes to review and possibly update language on class size, and to review language on special education and inclusion to better align with best practices and current case law.*

Additionally, the District agrees to reopen any articles that are mutually agreed upon.

We look forward to initiating a good faith bargaining effort with the Rio Teachers Association



10.1





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.1 Approval of the Consent Agenda
Access	Public
Type	Action (Consent)

**Public Content**

Speaker:

Rationale:

**Administrative Content**

**Executive Content**

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



10.2







### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of May 15, 2024
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the minutes.
Minutes	<a href="#">View Minutes</a> for May 15, 2024 - RSD Regular Board Meeting

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval of the Minutes of the Regular Board Meeting of May 15, 2024.

[Minutes 051524.docx.pdf \(115 KB\)](#)

### Administrative Content

### Executive Content

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





**Rio School District  
Minutes  
Regular Board Meeting  
May 15, 2024  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030**

**Members present**

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

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

**1.1 Call to Order**

President Torres convened the meeting at 5:02 pm

**1.2 Pledge of Allegiance**

Superintendent Puglisi led the flag salute.

**1.3 Roll Call**

Trustee Martin called the roll, all present.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

Trustee Anderson moved items 9.14 Approval of CalState TEACH MOU for the employment of students who have an intern credential; 9.15 Approval of Cal State TEACH MOU for student teacher placement; and 9.17 Approval of service agreement with Hopkins Groundwater Consultants from the consent agenda to discussion/ action for separate consideration and approval.

**2.2 Approval of the Agenda**

Staff recommends approval as amended.

**Motion by Kristine Anderson, second by Felix Eisenhauer.**

**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. Individuals in attendance are allowed to have one additional person donate their time. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

There were no public comments.

President Torres adjourned the meeting into closed session at 5:05 pm

#### **4. Closed Session**

4.1 Conference with Legal Counsel – Existing Litigation-Significant Exposure to litigation pursuant to subdivision (bA) of Government Code Section 54954.5, 54956.9 & 54956.9 Rio School District (4800.037) Number of matters: 1 Rio School District Claim No.: GHC0063665

4.2 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/7921 and 2324/9689

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

##### 5.1 Report of Closed Session

President Torres reconvened the meeting at 6:00 pm.

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

In closed session, the board took the following action:

By a vote of 5-0, the Governing Board took action to approve the stipulated expulsion of student no. 6017921.

By a vote of 5-0, the Governing Board took action to approve the stipulated expulsion of student no. 6009689.

#### **6. Recognitions/Presentations**

##### 6.1 Rio Vista Middle School Choir

Oscar Hernandez, Assistant Superintendent, Educational Services, introduced Ms. Regalado's Rio Vista Choir. The Choir students performed for the Governing Board.

##### 6.2 Years of Service Awards and Retirement Recognitions

Tiffany Morse, Ph.D., Assistant Superintendent of Human Resources, presented the years of service and retirement recognitions.

The following staff were recognized for ten years of service:

Maria Alfaro Food Service Manager Rio Vista

Robin Anderson Teacher Rio Del Norte

Tania Andrade Library Clerk-Elementary Rio Del Sol

Katherine Auerbach Teacher Rio Del Norte

Juan Baez Grounds Worker MOT

Marlaena Barroso Instructional Assistant/Sped Rio Vista

Melinda Calderon Teacher Rio Del Sol

Rogelio Calderon Custodian Rio Rosales

Rosario Campos Student & Family Support Spec. Rio Lindo

Lionel Carrizales Teacher Rio Real

Elizabeth Clayton-Bennett Teacher Rio Del Valle

Manuel Diaz Custodian Rio Del Sol

Jordan Duckett Instructional Assistant/Sped Rio Del Valle

Sheri Fennell Teacher Rio Del Norte  
Brian Gibson Education Technology Support Tech. District Office  
Christie Henggeler TOSA District Office  
Margarita Jimenez Counselor Rio Real  
Tyler Larson Teacher Rio Vista  
Maristella LaMorena Teacher Rio Lindo  
Candelaria Mendez Food Service Manager Rio Lindo  
Theresa Ogella Teacher Rio Vista  
Ricardo Ortega Campus Supervisor Rio Vista  
Lacey Piper Director of Child Nutrition & Wellness District Office  
David Romano Teacher Rio Plaza  
Nicole Ruelas Instructional Assistant/Sped  
Lauren Schuster Teacher Rio Del Valle  
Faye Vea Teacher Rio Rosales

Fifteen Years:

Sandra Betancourt Student & Family Support Spec. Rio Del Valle  
Jack Grant Maintenance Worker III-HVAC/Plumber MOT  
Antony Lyons Network System Administrator District Office  
Anabella Ruvalcava Bus Driver/Custodian MOT  
Sarah Vazquez Data Analyst District Office  
Samantha Vega-Flynn Teacher Rio Rosales

Twenty Years:

Blanca Alfaro Instructional Assistant/Sped Rio Del Valle  
William Almstom Teacher Rio Del Norte  
Anna Carrillo-Lievanos Student & Family Support Spec. Rio Del Sol  
Bernadette Cisneros Teacher Rio Del Mar  
Lisette Garcia Principal Rio Plaza  
Hugo Guzman Teacher Rio Del Valle  
James Henschel Vehicle/Equipment Mechanic/Maint.  
Maria Mauricio Teacher Rio Real  
Heather Parks Teacher Rio Del Valle  
Vanessa Salas Teacher Rio Plaza  
Richard Soliz Teacher Rio Del Valle  
Kristin Snell Teacher Rio Vista  
Erin Trujillo Teacher Rio Del Norte  
Robert Adame Jr. Custodian Rio Del Mar  
Carlos Anaya Teacher Rio Del Mar  
Patricia Arreola Teacher Rio Del Mar  
Marcy Lewis Abriol Teacher Rio Del Valle  
Leomar Lopez Instructional Assistant/Sped Rio Rosales  
Mario Lopez Custodian Rio Lindo  
Patrick Radford Custodian/Grounds Supervisor MOT  
Alejandro Sandoval Teacher Rio Del Valle  
Marisela Valdez Teacher Rio Del Mar

Thirty Years:

Lucia Beckley Teacher Rio Del Norte

**Thirty Five Years:**

Manuela Gonzales Instructional Assistant/Sped Rio Del Norte

Jo Anna Mendoza Teacher Rio Del Sol

Maria Perez Instructional Assistant/Sped Rio Del Norte

**Retirements:**

Cindy Barajas (22 Years) Food Service Worker II Rio Vista

Bernadette Cisneros (20 Years) Teacher Rio Del Mar

Charles Fichtner (21 Years) Director of MOT MOT

Tara Franckowiak (34 Years) Teacher Rio Del Mar

Brenda Jaquez (24 Years) Teacher Rio Lindo

Sara Juarez (21 Years) Teacher Rio Del Norte

Judy Kaneshiro (19 Years) Rio Lindo

Lillian Macias (6 Years) Campus Supervisor Assistant Rio Plaza

Wendy McCafferty (16 Years) Teacher Rio Vista

Mary Orleans (9 Years) Administrative Secretary District Office

Leslie Pimentel (28 Years) Principal Rio Del Valle

Emily Ramsey (16 Years) Library Clerk Rio Lindo

**7. Communications**

**7.1 Acknowledgement of Correspondence to the Board**

President Torres read Ventura County Office of Education budget article by Dr. Morales.

**7.2 Board Member Reports**

Clerk Alesia Martin and Krintine Anderson both attended chess tournament at Rio del Norte and thanked Principal Cybulski for the event and looked forward to more events. President Torres attended the Volunteer Spaghetti Dinner.

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

Organization reports were heard from Christi Henggler, RTA, Treasurer, and Hilda Lopez, CSEA Vice President.

**7.4 Superintendent Report**

There was no report.

**8. Discussion/Action**

Action: 8.1 Approval of Tentative Agreement with RTA

Staff recommends approval of the tentative agreement with RTA.

Motion by Rosa Balderrama, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Felix Eisenhauer, Alesia Martin, Rosa Balderrama

No: Kristine Anderson

Abstain: Eleanor Torres

**8.2 Approval of Tentative Agreement with CSEA**

Administration recommends approval of the Tentative Agreement with CSEA.

Motion by Felix Eisenhauer, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Felix Eisenhauer, Alesia Martin, Rosa Balderrama

No: Kristine Anderson

Abstain: Eleanor Torres

### 8.3 Approval of Unrepresented Employee Compensation Increase

Administration recommends approval of unrepresented employee compensation increase.

Motion by Rosa Balderrama, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Felix Eisenhauer, Alesia Martin, Rosa Balderrama

No: Kristine Anderson

Abstain: Eleanor Torres

### 8.4 Declaration of Need for Limited Assignment Permits for the 2024-25 School Year

Staff recommends approval of the Declaration of Need for Limited Assignment Permits for the 2024-25 School Year

Motion by Rosa Balderrama, second by Felix Eisenhauer.

Final Resolution: Motion Carries

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

### 8.5 Declaration of Need for Emergency Substitute Permits for the 2024-25 School Year.

Staff recommends approval of the Declaration of Need for Emergency Substitute Permits for the 2024-25 School Year

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

### 8.6 After School Programming-ELOP Funds-Purchase of Four Vehicles

After School Programming- ELOP Funds-Purchase of Four Vehicles

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

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

No: Kristine Anderson

## **9. Consent**

### 9.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Alesia Martin.

Final Resolution: Motion Carries

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

### 9.2 Approval of the Minutes of the Special Board Meeting of April 17, 2024

### 9.3 Approval of the Minutes of the Regular Board Meeting of April 17, 2024

9.4 Ratification of the Commercial Warrant for the period April 6, 2024 through May 1, 2024

9.5 Approval of the May Personnel Report

9.6 Approval of Contract from The Law Offices of Fagen Friedman & Fulfrost LLP for legal representation of special cases.

9.7 Approval of Contract for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2024/2025 fiscal year.

9.8 Approval of Resolution No. 23/24-15 to Improve Compensation for Unrepresented Staff After July 1, 2024

9.9 Approval of contract with VCOE for Courier Service, 2024-25.

9.10 Approval of proposal by David Taussig & Associates, Inc. for Special Tax Administration Services for 2024-2025.

9.11 Approval of 5th Grade Field Trip to Santa Cruz Island with Island Packers

9.12 Approval of HIP HOP Mindset Summer School Contract

9.13 Approval of HR Entertainment Summer School Contract

9.14 Approval of CalState TEACH MOU for the Employment of Students Who Have an Intern Credential  
Staff Recommends Approval of CalState TEACH MOU for the Employment of Students Who Have an Intern Credential

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Rosa Balderrama

No: Felix Eisenhower, Alesia Martin

9.15 Approval of CalState TEACH MOU for Student Teacher Placement  
Staff Recommends Approval of CalState TEACH MOU for Student Teacher Placement

Motion by Eleanor Torres, second by Alesia Martin.

Final Resolution: Motion Fails

Yes: Eleanor Torres, Rosa Balderrama

No: Kristine Anderson, Felix Eisenhower, Alesia Martin

9.16 Approval of Preliminary Entitlement Services by PK: Architecture for schematic drawings for the Food Service building, the Maintenance Facilities, including support facilities.

9.17 Approval of Service Agreement with Hopkins Groundwater Consultants



Action (Consent): 9.18 Approval of the Five (5) Year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Vista Middle School.

Staff recommends approval of the Lease Renewal with Class Leasing for the modular classrooms at Rio Vista Middle School.

Staff recommends approval of the consent agenda, as amended.

Motion by Felix Eisenhauer, second by Alesia Martin.

Final Resolution: Motion Carries

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

9.19 Approval of the Five (5) Year Lease Agreement Renewal with Class Leasing, L.L.C. for Rio Real School.

9.20 Approval of credit change order from Taft Electric Company for Project 23-01L, Rio Del Valle Middle School, Switchgear Electrical Upgrade

9.21 Approval of Change Order #1 for the Fence Replacements at 5 sites by Ardalan Construction, Inc.

## **10. Organizational Business**

10.1 Future Items for Discussion

10.2 Future Meeting Dates: June 5, 2024 and June 26, 2024

## **11. Adjournment**

11.1 Adjournment

President Torres adjourned the meeting at 7:40 pm.

**Approved on this 5th of June 2024.**

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John Puglisi, Ph.D., Secretary

Date

---

Clerk of the Board

Date



10.3





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Ratification of the Commercial Warrant for the period May 2, 2024 through May 23, 2024.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,125,264.19
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period May 2, 2024 through May 23, 2024.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,125,264.19 which includes processing payments for all funds of the District in the following amounts for the period May 2, 2024 through May 23, 2024.

<b>Fund 010</b>	<b>General Fnd</b>	<b>\$1,632,779.05</b>
<b>Fund 130</b>	<b>Cafeteria Fund</b>	<b>\$197,877.27</b>
<b>Fund 212</b>	<b>Building Fund Measure L</b>	<b>\$224,769.07</b>
<b>Fund 213</b>	<b>Building Fund Measure H</b>	<b>\$23,092.30</b>
<b>Fund 251</b>	<b>Capital Facilities - Residential</b>	<b>\$34,636.10</b>
<b>Fund 252</b>	<b>Capital Facilities - Commercial</b>	<b>\$13,776.00</b>
<b>Less Unpaid Tax Liability</b>		<b>(\$1,665.60)</b>
<b>Total</b>		<b>\$2,125,264.19</b>

[Commercial Warrant 05012024-05232024.pdf \(744 KB\)](#)

## **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.*

ReqPay12a

Board Report

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054952	05/14/2024	Kennedy, Andrea	010-1103	1,456.82	
5009054843	05/07/2024	AMAZON CAPITAL SERVICES	010-4200	825.79	
5009054932	05/09/2024	PERMA BOUND	010-4200	390.02	
5009054971	05/14/2024	PERMA BOUND	010-4200	379.54	
5009054980	05/16/2024	ACADEMIC THERAPY PUBLICATIONS	010-4200	546.80	
5009055023	05/16/2024	PERMA BOUND	010-4200	1,824.68	
5009055035	05/16/2024	The Math Learning Center	010-4200	67.92	
5009054788	05/02/2024	Aswell Trophy	010-4300	811.18	
5009054798	05/02/2024	F.G.Wilcox, Inc.	010-4300	92.57	
5009054805	05/02/2024	Grainger	010-4300	2,028.91	
5009054813	05/02/2024	ODP Business Solutions	010-4300	3,536.04	
5009054814	05/02/2024	Omar Israel Maya	010-4300	1,050.00	
5009054818	05/02/2024	Rainbow Mealworms, Inc.	010-4300	14.19	
5009054821	05/02/2024	Jacinto Rico Rico Apparel	010-4300	429.00	
5009054824	05/02/2024	Sam's Club Direct	010-4300	78.86	
5009054826	05/02/2024	SC FUELS	010-4300	3,046.93	
5009054827	05/02/2024	SCHOLASTIC	010-4300	131.78	
5009054828	05/02/2024	SCHOOL NURSE SUPPLY, INC.	010-4300	94.41	
5009054830	05/02/2024	Sweetwater	010-4300	2,236.80	
5009054836	05/02/2024	USAD	010-4300	315.00	
5009054837	05/02/2024	Velocity Truck Center	010-4300	590.83	
5009054841	05/07/2024	Advance Auto Parts	010-4300	1,350.37	
5009054842	05/07/2024	ALL-PHASE ELECTRIC SUPPLY	010-4300	430.67	
5009054843	05/07/2024	AMAZON CAPITAL SERVICES	010-4300	6,193.68	
5009054847	05/07/2024	Auto Tech & Smog	010-4300	1,334.21	
5009054862	05/07/2024	Hayes Graphics	010-4300	53.63	
5009054863	05/07/2024	HOME DEPOT CREDIT SERVICES	010-4300	11,828.92	
5009054865	05/07/2024	Horalia Rodriguez dba HR Entertainment	010-4300	3,580.00	
5009054867	05/07/2024	In-N-Out Burger	010-4300	2,477.06	
5009054878	05/07/2024	SC FUELS	010-4300	361.05	
5009054897	05/09/2024	Advance Auto Parts	010-4300	916.98	
5009054912	05/09/2024	Edward M. Campbell	010-4300	185.62	
5009054916	05/09/2024	Horalia Rodriguez dba HR Entertainment	010-4300	19,665.00	
5009054920	05/09/2024	Johnny's Selected Seeds	010-4300	336.80	
5009054921	05/09/2024	JONES SCHOOL SUPPLY CO., INC.	010-4300	336.11	
5009054922	05/09/2024	Jostens	010-4300	5,440.65	
5009054937	05/09/2024	Rainbow Mealworms, Inc.	010-4300	39.46	
5009054943	05/09/2024	SC FUELS	010-4300	2,295.38	
5009054946	05/09/2024	Sweetwater	010-4300	2,163.92	
5009054955	05/14/2024	Aswell Trophy	010-4300	5,901.14	
5009054956	05/14/2024	BARON INDUSTRIES	010-4300	176.50	
5009054963	05/14/2024	Grainger	010-4300	191.42	
5009054964	05/14/2024	Green Thumb Nursery	010-4300	391.10	
5009054966	05/14/2024	Jostens	010-4300	13.66	

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

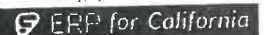
ReqPay12a

Board Report

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009054973	05/14/2024	SC FUELS	010-4300	2,343.30	
5009054977	05/14/2024	Traffic Technologies, LLC	010-4300	238.98	
5009054981	05/16/2024	AMAZON CAPITAL SERVICES	010-4300	5,306.25	
5009054986	05/16/2024	BARON INDUSTRIES	010-4300	486.86	
5009054987	05/16/2024	Bertrand's Music	010-4300	949.18	
5009054988	05/16/2024	Blick Art Materials	010-4300	259.53	
5009054990	05/16/2024	Carolina Biological Supply Co	010-4300	145.74	
5009054991	05/16/2024	C D W GOVERNMENT, INC.	010-4300	415.38	
5009054993	05/16/2024	DEMCO BIN 88623	010-4300	125.04	
5009054998	05/16/2024	Encore Data Products	010-4300	1,720.69	
5009055000	05/16/2024	Fence Factory Rentals	010-4300	35.79	
5009055005	05/16/2024	GOPHER SPORTS	010-4300	1,842.00	
5009055006	05/16/2024	GUITAR CENTER STORES, Inc. DBA Musician's Friend	010-4300	104.57	
5009055009	05/16/2024	Lakeshore Learning Materials	010-4300	526.74	
5009055011	05/16/2024	Mark It Place	010-4300	379.67	
5009055015	05/16/2024	Mister Softee	010-4300	1,995.31	
5009055016	05/16/2024	MONTGOMERY HARDWARE CO.	010-4300	467.36	
5009055017	05/16/2024	Eazel Enterprises Inc. Napalm	010-4300	1,748.00	
5009055018	05/16/2024	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	1,108.89	
5009055019	05/16/2024	O'Reilly Auto Parts	010-4300	1,103.95	
5009055020	05/16/2024	ODP Business Solutions	010-4300	10,238.07	
5009055021	05/16/2024	Omar Israel Maya	010-4300	1,313.81	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	010-4300	4,665.62	
5009055038	05/16/2024	USI Education & Government Sales	010-4300	276.17	
5009055043	05/16/2024	Western Psychological Services	010-4300	920.45	
5009055044	05/16/2024	Xcloud LLC	010-4300	16,605.79	
VCH090000536	05/10/2024	Pimentel, Leslie T	010-4300	363.11	
VCH090000537	05/10/2024	Garcia, Lissette	010-4300	54.05	
VCH090000539	05/10/2024	Hernandez, Maria M	010-4300	393.00	
VCH090000541	05/10/2024	Quijano, Nicole F	010-4300	156.80	
VCH090000543	05/10/2024	Mejia, Nidia A	010-4300	369.13	
VCH090000551	05/17/2024	Thomas, Thallya	010-4300	172.10	
5009054863	05/07/2024	HOME DEPOT CREDIT SERVICES	010-4325	962.91	
5009054864	05/07/2024	House Sanitary Supply	010-4325	6,970.73	
5009054873	05/07/2024	Pioneer Chemical Co	010-4325	5,949.63	
5009054915	05/09/2024	House Sanitary Supply	010-4325	3,316.01	
5009054945	05/09/2024	Southwest School & Office	010-4325	6,813.14	
5009054965	05/14/2024	House Sanitary Supply	010-4325	6,157.87	
5009054826	05/02/2024	SC FUELS	010-4360	458.88	
5009054863	05/07/2024	HOME DEPOT CREDIT SERVICES	010-4360	2,672.96	
5009054878	05/07/2024	SC FUELS	010-4360	54.37	
5009054943	05/09/2024	SC FUELS	010-4360	345.69	
5009054973	05/14/2024	SC FUELS	010-4360	352.91	
5009054987	05/16/2024	Bertrand's Music	010-4400	285.18	

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ReqPay12a

Board Report

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009055004	05/16/2024	GLOBAL EQUIPMENT COMPANY	010-4400	1,342.60	
5009054785	05/02/2024	Amergis Healthcare Staffing	010-5100	8,807.50	
5009054786	05/02/2024	AMN Allied Services LLC	010-5100	4,120.00	
5009054787	05/02/2024	APA Speech Therapy Inc.	010-5100	11,175.00	
5009054816	05/02/2024	PASSAGEWAY, INC.	010-5100	11,053.52	
5009054833	05/02/2024	Alliance One, LLC The Genesis Group	010-5100	4,600.00	
5009054834	05/02/2024	Therapy Travelers LLC	010-5100	3,937.50	
5009054840	05/07/2024	360 Degree Customer Inc.	010-5100	44,620.80	
5009054844	05/07/2024	Amergis Healthcare Staffing	010-5100	15,095.00	
5009054845	05/07/2024	AMN Allied Services LLC	010-5100	7,416.00	
5009054846	05/07/2024	APA Speech Therapy Inc.	010-5100	9,600.00	
5009054849	05/07/2024	Tammy Van Fleet, PHD, BCBAD	010-5100	7,092.50	
5009054856	05/07/2024	EverDriven Technologies	010-5100	411.81	
5009054874	05/07/2024	Pioneer Healthcare Services	010-5100	18,240.00	
5009054887	05/07/2024	Alliance One, LLC The Genesis Group	010-5100	4,600.00	
5009054889	05/07/2024	Therapy Travelers LLC	010-5100	3,937.50	
5009054933	05/09/2024	Pioneer Healthcare Services	010-5100	11,680.44	
5009054942	05/09/2024	Rebecca R. Simonson	010-5100	11,440.00	
5009054954	05/14/2024	APA Speech Therapy Inc.	010-5100	10,335.00	
5009054959	05/14/2024	Catalyst Family Inc.	010-5100	20,770.87	
5009054976	05/14/2024	Alliance One, LLC The Genesis Group	010-5100	4,600.00	
5009054984	05/16/2024	Aspiranet	010-5100	5,273.58	
5009055024	05/16/2024	Pioneer Healthcare Services	010-5100	14,960.00	
5009055036	05/16/2024	Therapy Travelers LLC	010-5100	3,937.50	
5009054978	05/14/2024	Ventura CASP	010-5200	375.00	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	010-5200	4,494.38	
VCH090000527	05/03/2024	Shaw Linder, Abbey	010-5200	494.02	
VCH090000528	05/03/2024	Rosales, Cesar	010-5200	445.54	
VCH090000529	05/03/2024	Lorenzana, Annette M	010-5200	457.64	
VCH090000530	05/03/2024	Romano, David R	010-5200	499.71	
VCH090000531	05/03/2024	Melchor, Rosalinda	010-5200	1,562.23	
VCH090000533	05/03/2024	Browning, Katie	010-5200	410.89	
VCH090000535	05/10/2024	Carrillo, Josefina	010-5200	134.98	
VCH090000538	05/10/2024	Fichtner, Charles	010-5200	469.28	
VCH090000540	05/10/2024	Escobar, Hugo M	010-5200	48.24	
VCH090000542	05/10/2024	Magana, Carlos S	010-5200	42.88	
VCH090000544	05/10/2024	Thomas, Thailya	010-5200	40.97	
VCH090000545	05/10/2024	Torres, Mario	010-5200	403.78	
VCH090000546	05/10/2024	Copon, Ma Jenica A	010-5200	24.93	
VCH090000547	05/10/2024	Duenez, Mayte	010-5200	410.49	
VCH090000549	05/17/2024	Lam, Phaedra	010-5200	344.83	
VCH090000550	05/17/2024	Mejia, Nidia A	010-5200	492.64	
VCH090000551	05/17/2024	Thomas, Thailya	010-5200	37.32	

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Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
VCH090000552	05/17/2024	Torres, John A	010-5200	144.12	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	010-5300	778.65	
5009055012	05/18/2024	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009054829	05/02/2024	SOUTHERN CALIF. EDISON	010-5520	8,620.29	
5009054881	05/07/2024	SOUTHERN CALIF. EDISON	010-5520	20,637.28	
5009054944	05/09/2024	SOUTHERN CALIF. EDISON	010-5520	5,237.62	
5009055032	05/18/2024	SOUTHERN CALIF. EDISON	010-5520	31,413.56	
5009055002	05/18/2024	THE GAS COMPANY	010-5530	792.74	
5009054850	05/07/2024	CITY OF OXNARD	010-5540	13,693.94	
5009054901	05/09/2024	CITY OF OXNARD	010-5540	36.79	
5009054902	05/09/2024	CULLIGAN WATER	010-5540	43.86	
5009054903	05/09/2024	CULLIGAN WATER	010-5540	30.35	
5009054904	05/09/2024	CULLIGAN WATER	010-5540	20.45	
5009054905	05/09/2024	CULLIGAN WATER	010-5540	43.86	
5009054906	05/09/2024	CULLIGAN WATER	010-5540	69.71	
5009054907	05/09/2024	CULLIGAN WATER	010-5540	103.51	
5009054908	05/09/2024	CULLIGAN WATER	010-5540	83.50	
5009054949	05/09/2024	UNITED WATER CONSERVATION DIST	010-5540	3,294.27	
5009054996	05/16/2024	E J Harrison & Sons	010-5560	1,536.60	
5009054784	05/02/2024	JOHN HUNTER AFFORDABLE TABLES & CHAIRS	010-5600	7,527.00	
5009054909	05/09/2024	De Lage Landen Financial Services, Inc.	010-5600	206.49	
5009054983	05/16/2024	Amigo Party Rentals, Inc	010-5600	1,178.28	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	010-5600	2,001.25	
5009054807	05/02/2024	Howards Rug Co. of Ventura	010-5610	4,920.00	
5009054968	05/14/2024	M/M Mechanical Inc.	010-5610	2,253.34	
5009054982	05/16/2024	AMERICAN BUILDING COMFORT	010-5610	135.00	
5009055003	05/16/2024	GIBBS INTERNATIONAL	010-5610	4,936.50	
5009054809	05/02/2024	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	1,809.58	
5009054957	05/14/2024	Canon Financial Services, Inc	010-5612	5,655.77	
5009054820	05/02/2024	SCHINDLER ELEVATOR CORPORATION	010-5620	1,087.81	
5009054899	05/09/2024	Ronald O'Brien dba Bee Specialist	010-5620	187.50	
5009055007	05/16/2024	Integrated Fire and Safety	010-5620	690.00	
5009055030	05/16/2024	SERVICE PRO-FIRE PROTECTION	010-5620	97.31	
5009054791	05/02/2024	California Lutheran University CRLP	010-5800	850.00	
5009054792	05/02/2024	Carl Abajian	010-5800	795.00	
5009054794	05/02/2024	DEPT OF INDUSTRIAL RELATIONS PYMT PROCESSING CENTER	010-5800	225.00	
5009054796	05/02/2024	El Pollo Nortenno, Inc	010-5800	1,195.00	
5009054797	05/02/2024	EverDriven Technologies	010-5800	736.80	
5009054799	05/02/2024	Faber Communications Corp.	010-5800	546.25	

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ReqPay12a

Board Report

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054802	05/02/2024	Fortra, LLC	010-5800	415.64	
5009054808	05/02/2024	John Tracy Center	010-5800	385.88	
5009054810	05/02/2024	Learning Priority, Inc	010-5800	4,950.00	
5009054811	05/02/2024	Luis Gerardo Guillen	010-5800	900.00	
5009054812	05/02/2024	Most Excellent Enterprises	010-5800	2,100.00	
5009054815	05/02/2024	PARADIGM HEALTHCARE SERVICES	010-5800	1,700.00	
5009054822	05/02/2024	Rio School District	010-5800	45.00	
5009054823	05/02/2024	Salus Campus Solutions	010-5800	2,000.00	
5009054825	05/02/2024	Santa Barbara AirBus	010-5800	3,200.00	
5009054835	05/02/2024	Underwood Family Farms	010-5800	2,405.00	
5009054851	05/07/2024	CITY OF OXNARD Fire Department	010-5800	150.00	
5009054855	05/07/2024	Employment Dev Dept	010-5800	889.80	
5009054856	05/07/2024	EverDriven Technologies	010-5800	2,166.99	
5009054858	05/07/2024	Farmivore Inc	010-5800	8,100.00	
5009054860	05/07/2024	Food Safety Systems	010-5800	4,450.00	
5009054868	05/07/2024	Impossible Science LLC	010-5800	20,000.00	
5009054871	05/07/2024	Maria Laura Hendrix	010-5800	4,625.00	
5009054875	05/07/2024	New Direction Solutions LLC Pro Care Therapy	010-5800	5,606.73	
5009054876	05/07/2024	Professional Tutors of America	010-5800	675.00	
5009054879	05/07/2024	SoCal Water Pro LLC	010-5800	2,900.00	
5009054880	05/07/2024	Sonitrol	010-5800	230.25	
5009054882	05/07/2024	Stephanie Rae Towner	010-5800	6,846.00	
5009054888	05/07/2024	The Stepping Stones Group LLC	010-5800	3,760.00	
5009054890	05/07/2024	Ventura County Office of Education Business	010-5800	40.00	
5009054891	05/07/2024	Ventura County Office of Education Business	010-5800	200.00	
5009054892	05/07/2024	Ventura County Office of Education Business	010-5800	280.00	
5009054894	05/07/2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	2,993.00	
5009054896	05/07/2024	Wonder Media, LLC	010-5800	3,000.00	
5009054900	05/09/2024	Carlos Dimas	010-5800	945.00	
5009054911	05/09/2024	Edward Lee Layman	010-5800	4,410.00	
5009054912	05/09/2024	Edward M. Campbell	010-5800	750.00	
5009054914	05/09/2024	Geraldine Mae Garcia Cabanban	010-5800	280.00	
5009054916	05/09/2024	Horalia Rodriguez dba HR Entertainment	010-5800	3,650.00	
5009054918	05/09/2024	ISLAND PACKERS CRUISES	010-5800	3,196.00	
5009054919	05/09/2024	ISLAND PACKERS CRUISES	010-5800	3,196.00	
5009054923	05/09/2024	Kenny Neal	010-5800	3,734.00	
5009054925	05/09/2024	Luis Gerardo Guillen	010-5800	250.00	
5009054926	05/09/2024	Raul Ramos Master Jefe LLC	010-5800	4,000.00	
5009054927	05/09/2024	MHP Laundry LLC dba Wash Wizard	010-5800	458.87	
5009054928	05/09/2024	Most Excellent Enterprises	010-5800	2,030.00	

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**ReqPay12a**

**Board Report**

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009054929	05/09/2024	Moxi, The Wolf Museum of Exploration & Innovation	010-5800	890.00	
5009054933	05/09/2024	Pioneer Healthcare Services	010-5800	.44	
5009054939	05/09/2024	Rancho Suey Mechanical Services, Inc.	010-5800	10,703.93	
5009054940	05/09/2024	Ray DeLaurentis, Inc.	010-5800	910.00	
5009054941	05/09/2024	RCD of Santa Monica Mountains	010-5800	20,673.60	
5009054951	05/09/2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	110.00	
5009054958	05/14/2024	Carlos Dimas	010-5800	805.00	
5009054959	05/14/2024	Catalyst Family Inc.	010-5800	1,470.32	
5009054962	05/14/2024	Geraldine Mae Garcia Cabanban	010-5800	280.00	
5009054967	05/14/2024	Luis Gerardo Guillen	010-5800	425.00	
5009054969	05/14/2024	Most Excellent Enterprises	010-5800	1,820.00	
5009054972	05/14/2024	Ray DeLaurentis, Inc.	010-5800	1,260.00	
5009054974	05/14/2024	SCHOLASTIC	010-5800	540.48	
5009054975	05/14/2024	Sobrato Early Academic Language Program	010-5800	29,700.00	
5009054995	05/16/2024	Durham Transportation	010-5800	5,086.19	
5009054999	05/16/2024	EverDriven Technologies	010-5800	1,657.80	
5009055010	05/16/2024	Lindsey B. Gold Leap4Fun	010-5800	2,625.00	
5009055013	05/16/2024	MHP Laundry LLC dba Wash Wizard	010-5800	360.11	
5009055014	05/16/2024	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	15,322.29	
5009055022	05/16/2024	PARADIGM HEALTHCARE SERVICES	010-5800	966.78	
5009055025	05/16/2024	New Direction Solutions LLC Pro Care Therapy	010-5800	2,923.00	
5009055029	05/16/2024	SAFETY-KLEEN, INC.	010-5800	334.78	
5009055031	05/16/2024	SoCal Water Pro LLC	010-5800	388.40	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	010-5800	5,997.28	
5009055042	05/16/2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	865.00	
5009054898	05/09/2024	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	42,697.44	
5009054953	05/14/2024	Aleshire & Wynder, LLP	010-5802	1,290.53	
5009054992	05/16/2024	Christy White Accountancy Corp	010-5803	15,660.45	
5009054789	05/02/2024	AT&T	010-5900	217.10	
5009054804	05/02/2024	Frontier Communications	010-5900	475.00	
5009054859	05/07/2024	FEDEX	010-5900	29.08	
5009054895	05/07/2024	Windstream	010-5900	8,365.30	
5009054913	05/09/2024	Frontier Communications	010-5900	60.88	
5009054961	05/14/2024	FEDEX	010-5900	44.01	
5009054985	05/16/2024	AT&T	010-5900	2,587.89	
5009055001	05/16/2024	Frontier Communications	010-5900	237.09	
5009054803	05/02/2024	CMRS-FP	010-5915	15,500.00	
5009055040	05/16/2024	VERIZON WIRELESS	010-5920	318.50	
5009054931	05/09/2024	Peach Hill Solls, Inc	010-6102	3,235.14	

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



**ReqPay12a**

**Board Report**

Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009054790	05/02/2024	CA DEPT. OF EDUCATION SPECIAL DEPOSIT FUND 507-82227	010-8699	697.70	
5009054822	05/02/2024	Rio School District	010-8699	895.00	
VCH090000534	05/10/2024	Beckley, Lucia T	010-9510	24.30	
VCH090000548	05/10/2024	SISC FINANCE	010-9516	7,142.79	
			010-9534	740,937.40	
			010-9537	23,668.61	
VCH090000532	05/03/2024	Peralta, Marta S	010-9539	88.30	
5009054997	05/16/2024	Educational Innovations, Inc.	Cancelled		264.45 *
Cancel	1	264.45			
<b>Total Number of Checks</b>			<b>236</b>	<b>1,632,779.05</b>	
5009054843	05/07/2024	AMAZON CAPITAL SERVICES	130-4300	1,308.32	
5009054883	05/07/2024	HOME DEPOT CREDIT SERVICES	130-4300	160.09	
5009054883	05/07/2024	STEVENSON'S RESTAURANT EQUIP.	130-4300	696.04	
5009054934	05/09/2024	POWER MACHINERY CENTER	130-4300	84.07	
5009054981	05/16/2024	AMAZON CAPITAL SERVICES	130-4300	466.52	
5009055037	05/16/2024	U.S. Bank Corporate Payment Systems	130-4300	94.09	
5009054795	05/02/2024	Driftwood Dairy, Inc.	130-4710	2,446.60	
5009054800	05/02/2024	EPMOV INC. Farm Cart Organics	130-4710	1,092.00	
5009054817	05/02/2024	Tri County Bread Service	130-4710	211.65	
5009054819	05/02/2024	Ramiro Avina	130-4710	36.00	
5009054831	05/02/2024	SYSCO VENTURA, INC.	130-4710	19,208.43	
5009054832	05/02/2024	THE BERRY MAN, INC.	130-4710	3,688.70	
5009054838	05/02/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	206.50	
5009054853	05/07/2024	Home Country Pizza	130-4710	597.67	
5009054854	05/07/2024	Driftwood Dairy, Inc.	130-4710	4,593.69	
5009054857	05/07/2024	EPMOV INC. Farm Cart Organics	130-4710	2,847.60	
5009054861	05/07/2024	Get Hooked Seafood, LLC	130-4710	4,492.86	
5009054870	05/07/2024	La Central Bakery	130-4710	579.00	
5009054877	05/07/2024	Tri County Bread Service	130-4710	988.81	
5009054884	05/07/2024	SYSCO VENTURA, INC.	130-4710	22,916.56	
5009054886	05/07/2024	THE BERRY MAN, INC.	130-4710	3,836.38	
5009054893	05/07/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	330.40	
5009054910	05/09/2024	Driftwood Dairy, Inc.	130-4710	4,268.12	
5009054924	05/09/2024	La Central Bakery	130-4710	170.00	
5009054936	05/09/2024	Tri County Bread Service	130-4710	985.04	
5009054938	05/09/2024	Ramiro Avina	130-4710	7,010.00	
5009054947	05/09/2024	SYSCO VENTURA, INC.	130-4710	18,550.08	
5009054948	05/09/2024	THE BERRY MAN, INC.	130-4710	13,065.75	
5009054950	05/09/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	589.81	
5009054994	05/16/2024	Driftwood Dairy, Inc.	130-4710	5,574.93	
5009055008	05/16/2024	La Central Bakery	130-4710	1,057.60	

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



Checks Dated 05/02/2024 through 05/23/2024

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009055027	05/16/2024	Tri County Bread Service	130-4710	2,525.52	
5009055028	05/16/2024	Ramiro Avina	130-4710	2,414.00	
5009055033	05/16/2024	SYSCO VENTURA, INC.	130-4710	30,209.96	
5009055034	05/16/2024	THE BERRY MAN, INC.	130-4710	6,206.90	
5009055041	05/16/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,817.20	
5009054935	05/09/2024	Puretec Industrial Water	130-5800	347.03	
5009055026	05/16/2024	Puretec Industrial Water	130-5800	272.03	
5009054934	05/09/2024	POWER MACHINERY CENTER	130-5800	246.33	
5009054960	05/14/2024	Edgar Espinoza	130-5800	8,064.00	
5009054793	05/02/2024	CDE/CASHIER'S OFFICE	130-9320	2,575.95	
5009054806	05/02/2024	House Sanitary Supply	130-9320	1,723.92	
5009054917	05/09/2024	Imperial Dade	130-9320	14,300.39	
5009054930	05/09/2024	National Graphics	130-9320	5,018.73	
<b>Total Number of Checks</b>			<b>43</b>	<b>197,877.27</b>	
5009054852	05/07/2024	Colbi Technologies	212-5800	575.00	
5009055039	05/16/2024	VENTURA REFRIGERATION SALES & SERVICE	212-5800	699.07	
5009054989	05/16/2024	Bon Air, Inc.	212-6202	196,850.00	
5009054869	05/07/2024	KENCO CONSTRUCTION SERVICES	212-6245	6,720.00	
5009054848	05/07/2024	BALFOUR BEATTY CONSTRUCTION	212-6272	20,125.00	
<b>Total Number of Checks</b>			<b>5</b>	<b>224,769.07</b>	
5009054868	05/07/2024	GREEN TREE CARE	213-6102	6,590.00	
5009054869	05/07/2024	KENCO CONSTRUCTION SERVICES	213-6145	3,780.00	
5009054872	05/07/2024	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	213-6202	12,722.30	
<b>Total Number of Checks</b>			<b>3</b>	<b>23,092.30</b>	
5009054839	05/02/2024	WORTHINGTON DIRECT, INC.	251-4300	3,586.77	
			251-4400	5,379.75	
5009054801	05/02/2024	Fence Factory Rentals	251-5600	512.40	
5009055000	05/16/2024	Fence Factory Rentals	251-6102	7,462.00	
5009054970	05/14/2024	Pacific Equipment	251-6400	17,695.18	
<b>Total Number of Checks</b>			<b>4</b>	<b>34,636.10</b>	
5009054979	05/14/2024	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009054885	05/07/2024	Tetra Tech Divisions	252-6235	1,176.00	
<b>Total Number of Checks</b>			<b>2</b>	<b>13,776.00</b>	

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	235	1,632,779.05
130	Cafeteria Fund	43	197,877.27

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

Checks Dated 05/02/2024 through 05/23/2024

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

Fund	Description	Check Count	Expensed Amount
212	Building Fund Measure L	5	224,769.07
213	Building Fund Measure H	3	23,092.30
251	CAPITAL FACILITIES - RESIDENTI	4	34,836.10
252	CAPITAL FACILITIES COMMERCIAL	2	13,776.00
Total Number of Checks		286	2,126,929.79
Less Unpaid Tax Liability			1,665.60-
Net (Check Amount)			<u>2,125,264.19</u>

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





10.4





## Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Resolution 23/24-20 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 2024-2025
Access	Public
Type	Action, Discussion
Budget Source	No impact to the Rio School District's General Fund
Recommended Action	It is recommended that the Board of Trustees adopt Resolution No. 23/24-20, authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio 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. 23/24-20, 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 2024-2025. 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 23/24-20 for non-exempt property in CFD No. 1, will result in approximately \$875,500 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.

[Agreement for Billing Direct Assessments \(fillable PDF-print on Agency letterhead\).pdf \(150 KB\)](#)

[CFD Resolution 23-24-20 for the Levy of Special Taxes for 24-25 .pdf \(574 KB\)](#)

[Agency Information Sheet \(fillable PDF. Print on Agency letterhead\) v.2.pdf \(134 KB\)](#)

**Administrative Content**

**Executive Content**

## 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, Business Services  
(PRINT TITLE)

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**For Auditor-Controller Use Only**

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

Approved Name: \_\_\_\_\_  
(PRINT)





**RESOLUTION NO. 23/24-20**

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 2024/2025

**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 2024-25 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 2024-25 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 2024-25" (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 2024/25 on or before July 7, 2024, 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 5th day of June, 2024.

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



**MAXIMUM ANNUAL SPECIAL TAX RATES BY ZONE  
FOR FISCAL YEAR 2024-25 LEVY**

**Zone 1 - Special Tax Rates Fiscal Year 2024-25**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$1,885.12
Attached Unit	2	1,400 - 1,699	\$1,954.80
Attached Unit	3	1,700 - 1,999	\$2,233.48
Attached Unit	4	2,000 - 2,199	\$2,602.74
Attached Unit	5	≥ 2,200	\$2,881.42
Detached Unit	6	< 1,750	\$2,441.80
Detached Unit	7	1,750 - 2,099	\$2,912.76
Detached Unit	8	2,100 - 2,299	\$3,197.72
Detached Unit	9	2,300 - 2,799	\$3,578.12
Detached Unit	10	≥ 2,800	\$4,142.44
Very Low Affordable Unit	11	NA	\$545.86
Affordable Unit	12	NA	\$947.28
High Density Unit A	13	NA	\$1,083.58
High Density Unit D/F	14	NA	\$1,263.22
Non-Residential	15	NA	\$1.11

**Zone 2 - Special Tax Rates Fiscal Year 2024-25**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$2,314.78
Attached Unit	2	1,400 - 1,699	\$2,384.46
Attached Unit	3	1,700 - 1,999	\$2,663.14
Attached Unit	4	2,000 - 2,199	\$3,032.40
Attached Unit	5	≥ 2,200	\$3,311.10
Detached Unit	6	< 1,750	\$2,871.48
Detached Unit	7	1,750 - 2,099	\$3,342.44
Detached Unit	8	2,100 - 2,299	\$3,627.40
Detached Unit	9	2,300 - 2,799	\$4,007.80
Detached Unit	10	≥ 2,800	\$4,572.12
Very Low Affordable Unit	11	NA	\$786.24
Affordable Unit	12	NA	\$1,187.64
High Density Unit A	13	NA	\$1,323.92
High Density Unit D/F	14	NA	\$1,503.60
Non-Residential	15	NA	\$1.11

**Zone 3 - Special Tax Rates Fiscal Year 2024-25**

<b>Property Classification</b>	<b>Tax Class</b>	<b>Building Square Footage</b>	<b>Assigned Special Tax</b>
Attached Unit	1	< 1,400	\$1,885.12
Attached Unit	2	1,400 - 1,699	\$1,954.80
Attached Unit	3	1,700 - 1,999	\$2,233.48
Attached Unit	4	2,000 - 2,199	\$2,602.74
Attached Unit	5	≥ 2,200	\$2,881.42
Detached Unit	6	< 1,750	\$2,441.80
Detached Unit	7	1,750 - 2,099	\$2,912.76
Detached Unit	8	2,100 - 2,299	\$3,197.72
Detached Unit	9	2,300 - 2,799	\$3,578.12
Detached Unit	10	≥ 2,800	\$4,142.44
Very Low Affordable Unit	11	NA	\$545.86
Affordable Unit	12	NA	\$947.28
High Density Unit A	13	NA	\$1,083.58
High Density Unit D/F	14	NA	\$1,263.22
Non-Residential	15	NA	\$1.11

**Undeveloped Special Tax  
Fiscal Year 2024-25**

<b>Zone</b>	<b>Undeveloped Special Tax per Acre</b>
Zone 1	\$32,493.00
Zone 2	\$38,482.19
Zone 3	\$18,715.00

(Note: Must be submitted on agency letterhead.)

**AGENCY INFORMATION SHEET**

Subfund# 11037102 District # 16 Zone # 18 Description EL SCH GEN RIO CFD #1  
(22 Character Bill Description)

**DIRECT ASSESSMENT SUBMISSION REQUIREMENTS**

Please be advised that for Fiscal Year **2024-25** we are providing the following:

District Name Community Facilities District No. 1 Rio Elementary School District

**Agreement for Billing Direct Assessments** (Not applicable for County Supervised Districts)

Signed annual agreement attached       Signed annual agreement sent separately

If you require a signed copy of the Billing Agreement, please include a second signed original and a Self-Addressed Stamped Envelope.

State Code authorizing levy of assessment CA Govt Code Section 53311 et. seq.

State Code authorizing placement of assessment on County roll CA Govt Code Section 53311 et. seq.

Ordinance/Resolution # \_\_\_\_\_ (ongoing or expiration date \_\_\_\_\_)

attached       submitted separately       ongoing document on file

If you are not required to pass an annual Ordinance/Resolution, and you submitted certified copies of the governing Ordinance/Resolution last year, please indicate the ongoing document number and date and do not send a new certified copy of that same document.

Certified election results, Other Supporting documents (if applicable)       attached       submitted separately

Engineer's Report or Contracts (if applicable) attached/mailed on \_\_\_\_\_ (only Engineer's Report or Contracts may be emailed)

Is this a Mello Roos District? (please check box)	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Was this district established with 2/3 vote?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is the Levy subject to Prop 218?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Is this a School Parcel Tax?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

Total Parcel Count \_\_\_\_\_

Total Expected Levy Assessments \$ \_\_\_\_\_

The following are the Agency contacts for taxpayer inquiries and processing questions for the above referenced account number:

Contact Name: Kuda Wekwete

Phone No. To Be Listed On Tax Bill: (800) 969-4382

Mailing Address: 18201 Von Karman Avenue, Suite 220 Irvine, CA 92612

Email Address: POInfo@financedta.com

If you do not use a consulting firm, please skip this section.

Consulting Firm: DTA Phone No.: (800) 969-4382

Consultant Contact Name(s): Kuda Wekwete

Consultant E-mail Address(s): POInfo@financedta.com

Who shall we contact about the data submitted for the levy?

Data Contact Name: Kuda Wekwete

Phone No.: (800) 969-4382 (PRINT NAME)

E-mail Address: POInfo@financedta.com

I have received, read and understood the **Direct Assessment Submission Procedure Letter** and related enclosures and verified the above information is correct.

Authorized District Signor Name: Wael Saleh

(PRINT NAME)

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

Authorized Signor Title: Assistant Superintendent, Business Services

Phone No.: (805) 485-3111

E-mail Address: wsaleh@rioschools.org



10.5





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Approval of the Education Protection Account Spending (EPA) Plan for 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	16,340,816.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Education Protection Account Spending Plan for 2024/2025 be approved.

### Public Content

**Speaker:**  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016. Proposition 30 added Article XII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016. The provisions of Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Although local school districts have latitude to determine how the EPA funds are spent, the creation of the EPA includes an accountability component that includes the following:

- The EPA spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for administrative costs, including salaries or benefits for administrators
- Annually, the local school district must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Rio School District plans to spend all the EPA funding for 2024/2025 on salaries and benefits for classroom teachers.

[2024-25 EPA Adopted Budget - Public Hearing Board Rprt.pdf \(89 KB\)](#)

## **Administrative Content**

## **Executive Content**

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Rio School District

July 1 Budget  
2024-25 Adopted Budget  
Education Protection Account Revenue and Expenditure Report

Description	Object Codes	2024-25 Budget
<b>Revenue</b>		
LCFF Sources	8010-8099	16,340,816
<b>Expenditures</b>		
Certificated Salaries	1000-1999	13,353,747
Classified Salaries	2000-2999	-
Employee Benefits	3000-3999	2,987,069
<b>Total Expenditures</b>		<u>16,340,816</u>
Balance		-
Indirect Costs		-



10.6







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Approval of Organizational Membership with CASBO for the Rio School District Staff
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,500.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended the Board approve the 2024/2025 Organization Membership Renewal with CASBO.

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent, Business Services

**Rationale:**

CASBO offers professional development, legislative advocacy and industry networking in many facets of school business management and operations.

An organizational membership offers discounted rates to attend professional development workshops, participation in section activities, opportunities to participate on CASBO committees, access to products and services from associate members, and updates on industry news and developments.

CASBO offers workshops in Child Nutrition, Facilities, Transportation, Technology, Financial Services, and other topics that pertain to the school business organization that allows us to lead and transform education for our students and community.

[CASBO Membership Renewal 24-25.pdf \(415 KB\)](#)

**Administrative Content**

**Executive Content**

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# Renewals

Invoice #: 000223378

Invoice Due Date: 7/1/2023

Total Amount Due: \$3,500.00

Rio ESD  
**Attn: Accounts Payable**  
1800 Solar Drive, 3rd Floor  
Oxnard, CA 93030-2655

Line Description	Amount
Organizational Subscription	\$3,500.00

**Balance Due: \$3,500.00**

REC'D MAY 01 2024

California Association of School Business Officials  
1001 K Street, 5<sup>th</sup> Floor • Sacramento, CA 95814  
(916) 447-3783  
accounting@casbo.org  
<https://www.casbo.org>



Dear Valued Member,

Thank you for your continued support of CASBO. As the premier resource for school business leaders for professional development, advocacy and business best practices, CASBO's programs support school business professionals and the LEAs they serve at every level.

Your CASBO membership price *includes memberships\** for your entire classified staff to take advantage of all the incredible benefits CASBO offers including:

- **Education and Professional Development:**
  - Access to CASBO School Business University (SBU), our virtual learning platform featuring on-demand orientations and workshops for 15 disciplines plus 70+ courses from the American Management Association
  - Exclusive Discounts on CASBO Annual Conference, CBO Symposium, Women in Leadership Conference and Section events
- **Networking & mentoring** with 20,000+ California school business professionals.
  - Access to Professional Roundtables, our monthly and bi-monthly forum connecting members to discuss hot topics and share insights and resources.
  - Access to Community Groups, our virtual discussion board offering peer-to-peer support and engagement 24/7
- **Advocacy**
  - Exclusive live webinars offering members insights into legislation, impacts on school business and best practices for implementation
  - Government relations opportunities to interact with state elected officials and shape the future of school business in California

Attached is your renewal invoice due by June 30, 2024.

To continue enjoying all of the benefits and resources, **renew today** by logging into your account at <https://my.casbo.org> and remitting payment using a credit card or ACH by June 30, 2024.

For a limited time, Organizational Membership subscribers can save up to \$800 when all 3 years are paid in full by July 31, 2024. Or, if you can't pay upfront, sign up by July 31, 2024 to lock in pricing and then pay annually through 6/30/2027. Contact [membership@casbo.org](mailto:membership@casbo.org) on how to switch over to a 3-year subscription.

If you have any questions, please do not hesitate to reach out; we are here to help. Thank you for your continued support!

Sincerely,

For questions or assistance, please contact CASBO Membership at +1 (916) 447-3783 or [membership@casbo.org](mailto:membership@casbo.org)

**California Association of School Business Officials**  
1001 K Street, 5th Floor • Sacramento, CA 95814 • +1 (916) 447-3783 • [CASBO.org](http://CASBO.org)

\*Must be a California school district, charter school, county office of education, and private nonprofit, community college district, or state college or university. Includes one membership for each business services staff valid 7/1/24-6/30/25. Visit [CASBO.org](http://CASBO.org) for more information.

10.7





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,202,829.40
Budgeted	Yes
Budget Source	Maintenance
Recommended Action	Staff recommends approval of the Open Purchase Orders list for Maintenance, Operations, and Transportation for 2024/2025.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

The MOT department uses many vendors in support of their work. For vendors who are used on a regular basis, it is more efficient for district operation to obtain an authorization to spend up to a certain dollar amount. This allows the MOT staff to purchase the parts they need to complete their assigned tasks.

Attached is a list of vendors and estimated amounts for 2024/2025.

[Maint and Transp Blanket POs 24-25.pdf \(49 KB\)](#)

### Administrative Content

### Executive Content

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*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.*



Req #	Order Type Description	Total Amt	Comment	Vendor
R25-00007	Blanket PO	\$ 700.00	Propane 24/25	AAA Propane Service
R25-00008	Blanket PO	\$ 20,000.00	MOT Supplies 24-25	Advance Auto Parts
R25-00009	Blanket PO	\$ 2,000.00	Maintenance shop tools, 2024-2025	Airgas West
R25-00010	Blanket PO	\$ 4,000.00	ELECTRICAL SUPPLIES, 2024-2025	ALL-PHASE ELECTRIC SUPPLY
R25-00011	Blanket PO	\$ 500.00	Towing services 2024-2025	America Tow & Auto
R25-00012	Blanket PO	\$ 60,000.00	HVAC REPAIRS, 2024-2025	AMERICAN BUILDING COMFORT
R25-00013	Blanket PO	\$ 2,000.00	2024-2025, UPHOLSTERY	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY
R25-00014	Blanket PO	\$ 2,500.00	2024-2025, WATER TREATMENT & MONITORING	APPLIED BACKFLOW TECHNOLOGIES
R25-00027	Blanket PO	\$ 500.00	Services for 2024-2025	ARC
R25-00028	Blanket PO	\$ 1,000.00	2024-2025, WINDSHIELDS	AUTO CITY GLASS
R25-00029	Blanket PO	\$ 15,000.00	smog checks 24-25	Auto Tech
R25-00030	Blanket PO	\$ 17,000.00	MOT SUPPLIES, 2024-2025	BARON INDUSTRIES
R25-00031	Blanket PO	\$ 17,000.00	Pumping services for all sites 24-25	Burons Pretelled Pumping
R25-00032	Blanket PO	\$ 8,000.00	parts & repairs 2024-2025	C & M AUTO TRUCK ELECTRIC
R25-00033	Blanket PO	\$ 500.00	Storm Water Testing 24-25	Capco Analytical Services
R25-00034	Blanket PO	\$ 5,000.00	MATERIALS & SUPPLIES, 2024/2025	CCP Industries Inc.
R25-00035	Blanket PO	\$ 5,000.00	Windows, all sites for 24/25	Center Glass Co
R25-00036	Blanket PO	\$ 2,000.00	2024/2025, Trash & Recycling	CITY OF OXNARD-CITY TREASURER DEL NORTE RECYCLING
R25-00037	Blanket PO	\$ 1,300.00	2024/2025, DOT exams	COASTAL OCCUPATIONAL MEDICAL GROUP
R25-00038	Blanket PO	\$ 800.00	2024/2025 Pipe supply	COASTAL-PIPCO
R25-00039	Blanket PO	\$ 4,500.00	2024/2025 Supplies & Repair	COGGS TIRE SERVICE
R25-00040	Blanket PO	\$ 6,000.00	Water treatment/bottle svc 2024/2025	CULLIGAN WATER
R25-00041	Blanket PO	\$ 3,000.00	2024/2025 flooring supplies	DE SOTO SALES
R25-00042	Blanket PO	\$ 11,000.00	Supplies for MOT, 24-25	Diener's Electric Inc.
R25-00043	Blanket PO	\$ 400.00	OPEN PURCHASE ORDER FOR 2024-2025	DUNN EDWARDS
R25-00044	Blanket PO	\$ 8,000.00	2024/2025, FIRE SPRINKLERS	DURBIANO FIRE EQUIPMENT, INC.
R25-00045	Blanket PO	\$ 150,000.00	Waste Disposal Trash July 2024-June 2025	E J Harrison & Sons

R25-00046	Blanket PO	\$ 1,500.00	Tow Hitch, MOT 2024/2025	Eckharts trailer Hitch & Welding, Inc.
R25-00047	Blanket PO	\$ 500.00	Supplies for Maint 24- 25	F.G.Wilcox, Inc.
R25-00048	Blanket PO	\$ 3,000.00	Supplies for sewer, drainage, & pipe repairs 24/25	Famcon Pipe & Supply
R25-00049	Blanket PO	\$ 3,500.00	FENCES, 2024/2025	Fence Factory
R25-00050	Blanket PO	\$ 15,000.00	2024/2025, PLUMBING	FERGUSON ENTERPRISES, INC.
R25-00051	Blanket PO	\$ 2,500.00	WATER TESTING, 2024-2025	FGL Environmental
R25-00052	Blanket PO	\$ 500.00	2024/2025, TRANSPORTATION PARTS	FRANKLIN TRUCK PARTS, INC.
R25-00053	Blanket PO	\$ 4,000.00	Parts and service for buses 24/25	Fred M Boerner Motor Co. RWC Group
R25-00054	Blanket PO	\$ 100,000.00	BUS REPAIRS, 2024/2025	GIBBS INTERNATIONAL
R25-00055	Blanket PO	\$ 1,500.00	Rental equipment for sites 24/25	Giffin Equipment
R25-00056	Blanket PO	\$ 25,000.00	MATERIALS, 2024- 2025	Grainger
R25-00057	Blanket PO	\$ 90,000.00	MOT SUPPLIES, 2024/2025	HOME DEPOT CREDIT SERVICES
R25-00058	Blanket PO	\$ 4,000.00	Blanket PO for supplies (2024/2025)	House Sanitary Supply
R25-00059	Blanket PO	\$ 15,000.00	Service calls 2024/2025	Integrated Fire and Safety
R25-00060	Blanket PO	\$ 30,000.00	MATERIALS FOR SHOP, 2024-2025	Kimball Midwest
R25-00061	Blanket PO	\$ 22,000.00	2024-2025, Bus supplies	Lawson Products
R25-00062	Blanket PO	\$ 2,000.00	WELDING, 2024-2025	Linde Gas & Equipment
R25-00063	Blanket PO	\$ 30,000.00	plumbing service calls 2024-2025	M/M Mechanical Inc.
R25-00064	Blanket PO	\$ 250.00	CARPENTRY, 2024- 2025	MAYAN HARDWOOD, INC.
R25-00065	Blanket PO	\$ 8,000.00	LOCKS & SUPPLIES, 2024-2025	MONTGOMERY HARDWARE CO.
R25-00066	Blanket PO	\$ 600.00	Lock and keys supplies 24-25	Nason's Lock & Safe Inc DBA Nasons Lock & Security
R25-00067	Blanket PO	\$ 3,000.00	Office Supplies for 2024- 2025	ODP Business Solutions
R25-00068	Blanket PO	\$ 7,000.00	AUTO PARTS, 2024- 2025	O'Reilly Auto Parts
R25-00069	Blanket PO	\$ 3,000.00	Serving line roll up doors at sites 24-25	Overhead Door
R25-00070	Blanket PO	\$ 300.00	False alarm program for 24/25	Oxnard False Alarm Reduction
R25-00071	Blanket PO	\$ 4,000.00	VEHICLE Parts, 2024- 2025	PARADISE CHEVROLET
R25-00072	Blanket PO	\$ 12,000.00	TIRES, 2024-2025	PARKHOUSE TIRE, INC.
R25-00073	Blanket PO	\$ 1,500.00	repair supplies, 2024- 2025	PIONEER CHEMICAL COMPANY

R25-00074	Blanket PO	\$ 5,000.00	Towing services 24-25	Platinum tow & Transport
R25-00075	Blanket PO	\$ 1,000.00	WINDOWS, 2024-2025	QUALITY WINDOWS
R25-00076	Blanket PO	\$ 179.40	Monthly billing for irrigation 24-25	Rain Master Irrigation Systems
R25-00077	Blanket PO	\$ 17,100.00	Diesel smoke testing for 24/25	Rancho Suey Mechanical Services, Inc.
R25-00078	Blanket PO	\$ 1,500.00	HVAC work at all sites 24-25	Reed Mechanical Systems Inc.
R25-00079	Blanket PO	\$ 1,400.00	SUPPLIES FOR 24-25 SCHOOL YEAR	Refrigeration Supp Distrib.
R25-00080	Blanket PO	\$ 500.00	Open Purchase Order for 2024-2025	Regency Enterprises, Inc.
R25-00081	Blanket PO	\$ 9,000.00	R.V. ELEVATOR, 2024-2025	REPUBLIC ELEVATOR COMPNAY
R25-00082	Blanket PO	\$ 2,500.00	Services for 24-25 school year	Ron Obrien dba Bee Specialist
R25-00083	Blanket PO	\$ 5,200.00	Waste removal, 2024-2025	SAFETY-KLEEN, INC.
R25-00084	Blanket PO	\$ 9,000.00	OPEN PURCHASE ORDER FOR 2024-2025	SANTA MARIA TIRE
R25-00085	Blanket PO	\$ 125,000.00	2024-2025, FUEL	SC Fuels
R25-00086	Blanket PO	\$ 62,000.00	2024-2025, Inspections	SERVICE PRO-FIRE PROTECTION, I
R25-00087	Blanket PO	\$ 8,000.00	Water testing services 24-25	SoCal Water Pro LLC
R25-00088	Blanket PO	\$ 90,000.00	ALARM, 2024-2025	Sonitrol
R25-00089	Blanket PO	\$ 35,000.00	PEST CONTROL, 2024-2025	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL
R25-00090	Blanket PO	\$ 22,000.00	Various electrical jobs 24-25	TAFT ELECTRIC
R25-00091	Blanket PO	\$ 20,000.00	24-25 Service calls/parts for handheld radios	TELECOM COMMUNICATIONS, INC.
R25-00092	Blanket PO	\$ 3,000.00	2024-2025, SWEEPER MAINTENANCE	TENNANT SALES AND SERVICE CO.
R25-00093	Blanket PO	\$ 4,500.00	SIGNS, 2024-2025	Traffic Technologies, LLC
R25-00094	Blanket PO	\$ 1,000.00	Supplies for MOT 24/25	ULINE
R25-00095	Blanket PO	\$ 1,500.00	A/C SUPPLIES, 2024-2025	USAIRCONDITIONING DISTRIBUTORS
R25-00096	Blanket PO	\$ 3,500.00	Metals, 2024-2025	VC Metals Inc
R25-00097	Blanket PO	\$ 25,000.00	BUS MAINT & TRANS REPAIR, 2024-2025	Velocity Truck Center
R25-00098	Blanket PO	\$ 12,000.00	EQUIPMENT RENTAL, 2024-2025	VENTURA RENTAL
R25-00099	Blanket PO	\$ 600.00	MAINT SUPPLIES, 2024-2025	WINZER
Total		\$1,202,829.40		



10.8





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Legal Services Agreement from Parker & Covert for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	It is recommended the Board approve the legal services agreement with Parker & Covert LLP to provide bond counsel and disclosure counsel services in connection with the issuance of current Bonds.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Attorneys at Parker & Covert LLP have assisted the District in connection with successful bond elections, as well as with formation of the District's Community Facilities District No. 1 and subsequent issuances of Mello-Roos bonds. In addition, the District's attorneys have provided bond counsel and/or disclosure counsel services for the District's ongoing Measure G, Measure L and Measure H bond programs to construct, modernize and upgrade the District's school facilities.

Fiscal Impact: None

[Parker & Covert Contract 2024-2025.pdf \(537 KB\)](#)

### Administrative Content

### Executive Content

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Stacy L. Toledo  
stoledo@parkercovert.com

Sacramento

May 10, 2024

VIA E-MAIL

Rio Elementary School District  
1800 Solar Dr.  
Oxnard, CA 93030

Re: Parker & Covert LLP  
Legal Services Agreement for Fiscal Year 2024-2025

Dear Dr. Puglisi:

We are pleased to respond to the District's request with the attached proposed Legal Services Agreement for fiscal year 2024-2025. This Agreement will be in effect from July 1, 2024, through June 30, 2025.

With the District's authorization, we propose to increase our rates as set forth in Exhibit A of the Agreement. We have also included our Of Counsel rate in the range of \$265 to \$285.

We are aware of other school districts paying up to \$390 per hour for partners and up to \$295 per hour for associates for comparable legal services. Even with this proposed fee increase, we believe our rates are competitive with law firms providing similar legal services.

We have signed the attached Agreement. Please return a signed copy of the Agreement to our office following approval by your Board.

With attorneys in our Southern and Northern California offices, Parker & Covert is grateful for the opportunity to continue providing comprehensive legal services to the Rio School District and its Board of Trustees.

Very truly yours,

A handwritten signature in blue ink that reads 'Stacy L. Toledo'. Below the signature, the name 'Stacy L. Toledo' is printed in a black serif font.

Stacy L. Toledo

Attachment

cc: Wael Saleh

TUSTIN  
17862 East Seventeenth Street  
Suite 204 • East Building  
Tustin, CA 92780-2164

(714) 573-0900 Tel  
(714) 573-0998 Fax

SACRAMENTO  
2520 Venture Oaks Way  
Suite 190  
Sacramento, CA 95833-4228

(916) 245-8677 Tel

www.parkercovert.com

\*A Professional Corporation

Ref Our File No.:

**LEGAL SERVICES AGREEMENT**

1  
2 THIS LEGAL SERVICES AGREEMENT is made and entered into effective this 1st day of  
3 July 2024, by and between the RIO ELEMENTARY SCHOOL DISTRICT, referred to as the  
4 “DISTRICT,” and PARKER & COVERT LLP, hereinafter referred to as “Attorneys.”

5  
6 **WITNESSETH**

7 WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be  
8 rendered at the request and direction of the Governing Board of the DISTRICT pursuant to Education  
9 Code section 35041.5; and

10 WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to  
11 appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

12 NOW THEREFORE, in consideration of the mutual promises herein contained, the parties  
13 hereto agree as follows:

14 1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For  
15 the purpose of requesting specific legal services, the Board President, the Superintendent or the  
16 Superintendent’s designee is hereby designated as the DISTRICT’s representatives in selecting the  
17 legal services to be rendered.

18 2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth  
19 in Exhibit A which is attached hereto and by this reference incorporated herein. These rates will be in  
20 effect from July 1, 2024 – June 30, 2025.

21 3. Attorneys shall perform the services herein provided at the rates set forth in said  
22 Exhibit A.

23 4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs  
24 and expenses incurred in the course of handling such services. Actual and necessary costs and expenses  
25 include those charges that Attorneys directly incur including, but not limited to, filing fees,  
26 reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses  
27  
28

1 other than mileage costs, and court reporting costs.

2 5. Attorneys shall present statements for the services rendered pursuant hereto during the  
3 preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which is  
4 agreed to be within 45 days of receipt of attorneys' statement.

5 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the  
6 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice to  
7 Attorneys.

8 7. Attorneys shall maintain at all times a policy of professional liability insurance while  
9 representing and advising DISTRICT.

10 8. Upon DISTRICT's written request, Attorneys will, whether or not all fees owing under  
11 this Agreement have been paid, make DISTRICT's file (with the exception of Attorney's work  
12 product) available for pickup by the DISTRICT at Attorney's office. Attorneys may at any time request  
13 in writing that DISTRICT take possession of all or a portion of DISTRICT's files. If DISTRICT does  
14 not take possession within ninety (90) days after mailing of such request, Attorneys may thereafter  
15 destroy the files. In any case, Attorneys are authorized to destroy the files without notice five (5) years  
16 after termination of the matter or Attorney's employment.

17 9. Attorneys reserve the right in their discretion to terminate this Agreement at any time  
18 Attorneys deem necessary or advisable upon thirty (30) days' written notice to DISTRICT.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 In witness whereof, this Legal Services Agreement was duly approved by the RIO  
2 ELEMENTARY SCHOOL DISTRICT.

3 RIO ELEMENTARY SCHOOL DISTRICT

4  
5 Date: \_\_\_\_\_, 2024

By: \_\_\_\_\_

6 Title: \_\_\_\_\_  
7

8 PARKER & COVERT LLP

9  
10  
11 Date: July 1, 2024

By: Stacy L. Toledo  
12 Partner

**EXHIBIT A**

**Rates 7/1/2024 to 6/30/2025**

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**PARTNERS** \$285 per hour

**OF COUNSEL** \$265-285 per hour

**ASSOCIATES** \$260 per hour

**LAW CLERKS/PARALEGALS** \$175 per hour



10.9







### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo for the period September 1, 2024 through August 31, 2026
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	350,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended the Board approve legal services for September 1, 2024 through August 31, 2026 from Atkinson, Andelson, Loya, Ruud, and Romo.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Atkinson, Andelson, Loya, Ruud & Romo Law Offices has been contracted to perform legal services on the District's behalf for several years. This firm provides legal advice for specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law. The District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm. This contract commences on September 1, 2024 and expires on August 31, 2026.

[Atkinson, Andelson, Loya Ruud & Romo Agreement 24-25.pdf \(427 KB\)](#)

### Administrative Content

### Executive Content

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

## **AGREEMENT FOR SPECIAL SERVICES**

### **I. PARTIES**

This Agreement for Special Services (the "Agreement") is made this 1st day of September, 2024, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and RIO SCHOOL DISTRICT, hereinafter referred to as "District."

### **II. RECITALS; PURPOSE; MATTERS**

The District desires to retain and engage the Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide such services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

### **III. TERMS AND CONDITIONS**

A. The term of this Agreement shall be for two years, commencing September 1, 2024, through August 31, 2026. For the period September 1, 2024, through August 31, 2026, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>Sept. 1, 2024- Aug. 31, 2025</u>	<u>Sept. 1, 2025- Aug. 31, 2026</u>
Senior Partners	\$370.00	\$390.00
Partners/Senior Counsel	\$345.00	\$365.00
Senior Associates	\$330.00	\$350.00
Associates	\$315.00	\$335.00
Electronic Technology Litigation Specialist	\$250.00	\$260.00
Non-Legal Consultants	\$255.00	\$260.00
Senior Paralegals/Law Clerks	\$190.00	\$200.00
Paralegals/Legal Assistants	\$180.00	\$190.00

The Law Firm shall bill in quarter-hour increments. A fixed rate may be established for specially identified projects, subject to prior approval by the District.

**B.** The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

**C.** The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

**D.** A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due, as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

**E.** The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

**F.** The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

**G.** The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

#### **IV. SPECIALIZED LEGAL SERVICES**

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, law enforcement/use of force, criminal/white collar, Title IX, and appellate law, the District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

#### **V. RELATED POST-INVESTIGATION SERVICES**

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration or any other proceeding, because of services rendered under this Agreement, and/or if the

investigating attorney must respond to subpoenas or discovery or otherwise respond or perform services with respect to any matter relating to or arising out of services performed for the District, the District agrees to pay the Law Firm for all time expended (including preparation time) at the investigating attorney's then current regular hourly rate and to reimburse the Law Firm for reasonable costs and expenses incurred.

## **VI. CONSENT TO JOINT REPRESENTATION**

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall provide the District with a written disclosure of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the District, and shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph, and to execute such written consent on behalf of the Board and District.

## **VII. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS**

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, special education, student discipline, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purposes of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of its choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

## **VIII. CONSENT TO LAW FIRM COMMUNICATION**

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings,

conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

**IX. IDENTIFICATION OF INSURANCE COVERAGE**

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, the District agrees that it is its own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure it. If the District desires that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between the District and the Law Firm to that effect will be required.

**X. BINDING ARBITRATION**

If any dispute arises out of, or related to, a claimed breach of this Agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, such dispute shall be resolved by binding arbitration by a single arbitrator. Each side will bear its own costs and attorney fees. The parties agree to waive their right to a jury and to an appeal.

**XI. DURATION**

This Agreement shall be effective September 1, 2024, through August 31, 2026, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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**XII. EXECUTION DATE**

This Agreement is entered into this 1st day of September, 2024.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
JOHN M. RAJCIC

“District”

RIO SCHOOL DISTRICT

Dated: \_\_\_\_\_

By: \_\_\_\_\_



10.10





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of Contract with SAGE Realty Group for July 1, 2024 - June 30, 2025 for Consulting Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	114,000.00
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the board approve the contract between Rio School District and Sage Realty Group for the period July 1, 2024 through June 30, 2025 for Consulting Services.

**Public Content**

Speaker:  
John Puglisi, Superintendent

Rationale:  
SAGE Realty Group provides consulting services to the District regarding site facilities and funding requirements and strategies, Continued Master Planning, CEQA Oversight, Program Planning, Implementation Planning and Construction Negotiations and Pre-Qualification Coordination of Contractors, and G.O. Bond Distribution for State Matching Funds. This contract is for July 1, 2024 through June 20, 2025.

\$9,500.00 per month x 12 months= \$114,000.00 Total

[20240523\\_SAGE.pdf \(1,054 KB\)](#)

**Administrative Content**

**Executive Content**

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## PROPOSED SCOPE OF WORK / AUTHORIZATION OF COSTS

**Services Provided for:**

Rio School District (District)  
1800 Solar Drive  
Oxnard, CA 93030

**Authorized Representative:**

John D. Puglisi, Ph.D.  
District Superintendent  
Phone #: (805) 485-3111

**Services Provided by:**

SRGI (Consultant)  
2945 Townsgate Rd. #200  
Westlake Village, CA 91361

**Principal Consultant:**

Dr. Joel Kirschenstein, President  
Phone #: (805) 497-8557 x223  
joel@sagerealtygroup.com

**In Association with:**

Lisa Kaplan and Associates, Jennifer Vail

**Project Duration:** July 2024 – June 2025

**Scope of Work:** Continued Coordination of District site facilities and funding requirements and strategies for New Construction and Modernization / Continued FF Master Planning / CEQA Oversight / Program Planning / Implementation Planning & Construction Negotiations (as requested) / G.O. Bond Distribution for State Matching Funds Updates / OPSC Funding and Eligibility Applications / Enrollment Projections

**I. Facilities Finance Master Planning and Implementation Planning**

- A. Assist with preparation and coordination of agendas for team meetings (as needed) and attend team meetings regarding compliance for state matching funds and local planning items.
- B. Facilitate implementation and Master Planning projections and related data items.
- C. Facilitate special study consultants & CEQA mitigation and monitoring requirements for all projects in general, and RDV expansion in particular including Rio Real and Rio Plaza.
- D. Coordinate M.O.T., District office relocation efforts for interim and permanent facility with project architects and Jensen (exclusive of commissions).
- E. Assist with Preparation of Board agenda items and progress reports for facility and eligibility projects.
- F. Continue to work with District legal counsel and Staff re: aforementioned items as needed.
- G. Assist with implementing K-8 school expansion / CDE occupancy items.
- H. District school boundary analysis for final 2024-25 report.

**II. Continued Master Planning Implementation Components and Related Items, including:**

- A. City MOU
  - Continued meetings with District staff and special counsel. Reports to Board in closed session, contact representation for City litigation and council members (in progress)

- B. Rose Avenue
    - Meetings with Superintendent, Staff and construction manager. Coordinate with Tetra Tech and Wael for project description and special study contracts for Wael’s approval. Review all project invoices.
  - C. Rio Urbana Coordination
    - Coordinate mitigation fee payment schedule.
  - D. MOT Relocation
    - Meetings with Superintendent, construction manager and District MOT staff re: project management for interim site and/or transfer staff MOT criteria to Rose Ave site including size, utilities, Board requirements and meetings with LAFCO and City staff for final utility hookup approvals. (In Progress)
  - E. Ag/Farm Program
    - Continue to coordinate all elements with District staff for ag/farm program and grants and license/lease implementation.
  - F. Riverpark
    - Revised Developer Fee negotiations with Riverpark re: potential new 1,300 RDU re: zone for increased mitigation fees and mitigation agreement., including early “CFD” mitigation fee payment in excess of \$2 million (in progress)
  - G. Ace Charter School
    - Assist with potential use of District property (RDV) for Ace Charter School. (On hold)
- III. Update OPSC Funding Applications for all school projects (as needed)**
- A. Prepare and coordinate documentation for updated OPSC funding applications (new construction and mods).
  - B. Follow-up with OPSC re: all response letters and comments and questions.
  - C. Prepare Board related agenda items for modernization and new construction items.
  - D. Assist CBO to identify District matching funds and related self-certification items for District signature for State matching.
- IV. Continued Assistance with Project Related Items**
- A. Review general conditions as needed, negotiation of amendments to contracts and provide advice/direction to the District (as requested).
  - B. Contractor analysis and negotiations with district counsel (as needed).
  - C. Assist with business services/related items as requested including all pre-qual items.
  - D. Attendance at open and closed sessions as needed, conference calls and preparation of Board agenda items (and subcommittees as requested).
  - E. Assist staff and District counsel with architect’s contract negotiations.
- V. Prepare New or Revised Construction Eligibility Application for District Wide Projects**
- A. Prepare and coordinate documentation for new construction eligibility update and submittal to OPSC for Phase II Rio del Sol (\$4 million +/-) OPSC reimbursement.
  - B. Follow-up and amend accordingly
  - C. Track applications and project fund releases (in progress).
  - D. Recommend timing and assist CBO for submittal (all applications).
  - E. Submit applications as required upon OPSC notices.

**VI. Update Enrollment Projections and Revised Capacity Analysis Update for All School Boundary Analysis (in progress)**

- A. Prepare revised cohort enrollment projections by school site and district-wide.
- B. Research and update enrollment projections for new residential development.
- C. Update capacity data and overlay updated enrollments with updated capacity determination.
- D. Draft updated enrollment projection and capacity analyses for Facilities Finance Master Plan Tables Update and School Boundary analysis as related to all new proposed construction.

**VII. Modernization Eligibility Update and Funding Application**

- A. Prepare and coordinate documentation for modernization funding application for Rio Real and Rio Plaza ES for submittal to OPSC and other eligible projects with District architect (in progress).

**VIII. Litigation**

- A. Continued consultation assistance to District counsel re: City CEQA litigation.
- B. Provide oversight with Tetra Tech re: EIR supplement and edits as needed.
- C. Continued oversight with Jensen Design re: RDV development application.
- D. Other related items as needed, including meetings with Staff and Board Meetings.

**IX. District G.O. Bond and "BANS" (Commenced in 2023):**

- A. Coordinate approximately \$73M G.O. Bond and Developer Fee matching funds and related items.
- B. Conference calls and scoping with bond underwriters and District finance consultants.
- C. Coordinate with Supt. and assist supt. projects to be included in new Bond for Board approvals.
- D. Assist with preparation of project component sections of Board docs.
- E. Assist with final sale and project scheduling of proceeds for projects with District architect.
- F. Assist with Board presentations.

**AGREED BUDGET / COMPENSATION AMOUNT:**

SRGI Employee	Rate/hour	Estimated Fee*
Principal	\$240.00	<b>Tasks I-IX: \$9,500.00/month*</b>  *NTE amount can be exceeded only with written District approval for items not anticipated in this original scope of work (if applicable).
Senior Associate	\$185.00	
Associate	\$125.00	
Administrative Assistance	\$75.00	

**Note 1:** Inclusive for all Time & Material for Joel Kirschenstein, Lisa Kaplan and Jennifer Vail for work considered under Tasks I-IX. (Ms. Kaplan to submit separate retainer agreements for legal work (if applicable)).

**Note 2:** Fees received from 3<sup>rd</sup> parties shall be credited to this agreement. Real estate commissions not included (if applicable).

**Submitted by Sage Realty Group Inc.**

By:   
**Print Name:** Dr. Joel Kirschenstein

**Title:** President

**Date:** 5/23/2024

**Agreed and Accepted by Client:**

By:  
**Print Name:** John D. Puglisi, Ph.D.

**Title:** District Superintendent

**Date:**





10.11





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Blanket Resolution No. 23/24-18 Regarding Appropriation Transfers for 2024/2025 fiscal year
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	N/A
Recommended Action	Staff recommends approval of Resolution No. 23/24-18 Regarding Appropriation Transfers for the 24/25 school year.

### Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

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

Attached for approval and adoption is Resolution 23/24-18 covering appropriation transfers for 24/25 School year.

[Resolution 23-24-18 Appropriation Transfers.pdf \(410 KB\)](#)

### Administrative Content

### Executive Content

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**RIO SCHOOL DISTRICT**

**RESOLUTION NO. 23/24-18**

**APPROPRIATION TRANSFERS FOR FISCAL YEAR 2024/2025**

**WHEREAS**, the Rio School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and;

**WHEREAS**, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification; and,

**NOW, THEREFORE**, be it hereby resolved that the Board of Education of the Rio School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2024/2025 fiscal year. These transfers are to be presented for ratification at the next board meeting.

**PASSED AND ADOPTED** by the Board of Education at a regular meeting held on the 5th day of June, 2024 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Torres,  
President of the Board of Trustees



10.12







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Approval of Food Service Vending Contract with The Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center)
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the Food Service Vending Contract with the Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center) 2024-2025

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:  
Rio School District has been servicing the Boys and Girls Club at the Nyeland Acres Community Center for the past 15 years. This annual contract reflects the servicing agreement between both parties. Rio School District will be claiming the meals served at the center, which will offset the expense.

Approval of this contract allows Rio Child Nutrition Services to provide BGCOP at the Nyeland Acres Community Center with Supper meals.

[Food Services Vendor Agreement 24-25 RSD Child Nutrition & Boys and Girls Club of Greater Oxnard & Port Hueneme.pdf \(177 KB\)](#)

**Administrative Content**

**Executive Content**

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**FOOD SERVICES VENDOR AGREEMENT FOR 2024-2025  
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES  
AND THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND PORT HUENEME**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Boys and Girls Club of Greater Oxnard and Port Hueneme, hereinafter referred to as "BGCOP". This agreement is made for the purpose of preparing meals which meet the National School Lunch, Breakfast Program meal requirements, and Child and Adult Care Program. This agreement will be for the period of August 1st 2024 through June 30th, 2025.

WHEREAS, RSD has the capability of providing such service; and,

WHEREAS, BGCOP has the present need for reimbursable meals at the Nyeland Acres Community Center, located at 3334 Santa Clara Ave., Oxnard, CA 93036; and,

WHEREAS, RSD is willing to provide Child and Adult Care Program meals to BGCOP at no charge for the 2024-2025 school year.

WHEREAS, BGCOP will pick up Child and Adult Care Program meals from Rio Del Valle Middle School daily, located at 3100 Rose Ave., Oxnard, CA 93036. (During Construction meal pick-up will be at Rio Vista Middle School located at 3050 Thames River Dr. Oxnard, CA 93036)

Now THEREFORE, the parties hereto agree as follows:

Effective the August 1st, 2024,

**RSD SHALL:**

1. Prepare meals which meet the nutritional standards of the Child and Adult Care Program as established by the United States Department of Agriculture each day that Rio is in session and include a copy of the school year calendar with this contract. Eating utensils, straws, and napkins will be provided.
2. Be responsible for the temperature and quality of meals at the time meals are picked up.
3. Have no responsibility for the condition or care of said meals after BGCOP accepts receipt.
4. The number of lunches prepared and delivered by RSD shall be equal to the number of meals requested by BGCOP the day before pick up or delivery.

FOOD SERVICES VENDOR AGREEMENT  
RIO SCHOOL DISTRICT – THE BOYS AND GIRLS CLUB OF GREATER OXNARD AND  
PORT HUENEME

Page 2

5. Provide BGCOP Center a monthly menu covering the meals to be served for the following month. The menu is subject to change without notice, but will always meet the nutritional standards.
6. RSD will represent BGCOP and include the meal participation as part of the Child and Adult Care Program in the process of claiming reimbursement from the State Department of Education. When the reimbursement is received, it will be retained by Rio School District.
7. Submit BGCOP by the 15th of the following month an itemized invoice for any meals over and above what was claimed. This invoice will reflect any adult meals consumed and the difference between meals requested by BGCOP versus meals claimed.
8. RSD will allow BGCOP a five meal variance per day before charging the difference between meals requested versus what was claimed. At which time, BGCOP will be charged \$4.25 for any meal over the five meal variance.

\*Price is subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).

9. RSD will comply with all rules and regulations pertaining to the Child and Adult Care Program as outlined by the state and federal authorities, subject to audit. Notify BGCOP of the current RSD contact information 30 days prior to start of this contract.
10. Provide general liability and workers' compensation insurance covering services to be provided under this agreement, or to self-insure such services. The level of insurance shall be equal to the requirements of Insurance Service Office GL002; Certificate of Insurance attesting to coverage shall be attached.

**BGCOP SHALL:**

1. Provide RSD with the calendar of BGCOP operating days 30 days in advance of the start of the new school year service.

2. Request the number of reimbursable meals needed for each day of service at least (24) twenty-four hours in advance written on the daily count form at the time of the previous day's pick-up or via email to the preparation site manager. Any changes need to be called or emailed to RSD per instructions, no later than 7 a.m. for the following day.
3. An BGCOP designee shall sign for receipt of the meals. BGCOP is obligated to accept and be charged for the number of meals requested over a 5 meal variance. BGCOP is required to distribute the reimbursable meals to the students at the appropriate meal time.
4. Return to RSD any and all property owned by RSD on a daily basis.
5. Be responsible for maintaining the proper temperature of the meals until they are consumed.
6. Provide the personnel necessary to serve and supervise the consumption of the meals. If BGCOP chooses to contract a RSD employee, BGCOP will be billed an additional forty seven dollars and twelve cents per day for two hours of labor. This cost will be added to the monthly invoices.
7. Should BGCOP request to have meals delivered by an RSD employee, BGCOP will be charged a delivery fee of \$100 per month.
8. Establish collection procedures which are in accordance with State and Federal regulations relating to the overt identification of needy pupils and keep accurate records of the number of meals consumed daily.
9. BGCOP will record daily meals consumed on a meal count form provided by RSD. Meal count forms will be returned to a designated RSD employee, the following day.
10. Submit payment to the RSD, with a copy of the invoice provided, on or before 15 days following receipt of said invoice for meals charged for the prior month.
11. Direct all business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, to the Food Services Supervisor, Rio School District.

**JOINT OBLIGATIONS:**

1. RSD and BGCOP shall comply with all applicable federal, state, and local statutes and regulations which regard to the preparation and consumption of meals which meet the Child and Adult Care Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritious content of meals, and non-discrimination. All records maintained by the RSD and BGCOP shall be open to

inspection by proper federal, state and local authorities in accordance with applicable statutes and regulations.

2. Either party may terminate this agreement by giving thirty (30) working days written notice.
3. Each party to this agreement, RSD and BGCOP shall indemnify and hold harmless the other party from all independent acts committed by that other party which give rise to any form of claim for liability arising out of such independent act.

#### TERMS OF THE AGREEMENT

This agreement shall become effective the 1st day of August, 2024, and will continue until June 30, 2025, at which time it will be renewed for additional 12 month terms if both parties agree.

IN WITNESS WHERE OF, the representatives of RSD and BGCOP have executed this agreement as of the date indicated below.

RIO SCHOOL  
DISTRICT

THE BOYS AND GIRLS CLUB OF  
GREATER OXNARD AND PORT HUENEME

By \_\_\_\_\_ By Erica \_\_\_\_\_

Date \_\_\_\_\_ Date 5/13/2024 \_\_\_\_\_

**10.13**







### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Approval of Resolution 23/24-14 Regarding Temporary Loans Between District Funds for Fiscal Year 2024-2025
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that Resolution No. 23/24-14 be approved regarding Temporary Loans Between District Funds for Fiscal Year 2024-2025.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

To meet cash flow needs during the year, it may be necessary to temporarily transfer cash from one fund to another in order to meet cash flow obligations of the district. Separate approvals for this action are required for each fiscal year. This Resolution, 23/24-14 is for 2024/2025 Fiscal Year.

[Resolution 23-24-14 Temp Loans Between District Funds for Fiscal Year.pdf \(416 KB\)](#)

### Administrative Content

### Executive Content

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



**RIO SCHOOL DISTRICT**  
**RESOLUTION NO. 23/24-14**

**TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2024/2025**

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

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

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

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

**NOW, THEREFORE**, be it hereby resolved that the Board of Education of the Rio School District authorizes the temporary transfer of cash from one direct fund to another in order to meet the financial obligations of the District as the need may arise during the 2024/2025 fiscal year.

**PASSED AND ADOPTED** by the Board of Education at a regular meeting held on the 5th day of June, 2024 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Eleanor Torres,  
President of the Board of Trustees



10.14





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Approval of Field Placement Agreement with Grand Canyon University
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	No
Recommended Action	It is recommended that the Board approve the Field Placement Affiliation Agreement with Grand Canyon University.

### Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent, School and Systems Improvement

Rationale: This agreement between the Rio School District and Grand Canyon University establishes the terms and conditions under which candidates of Grand Canyon University (GCU) may participate in Practicum/Field Experiences, Student Teaching, Educational Administration Internships, or School Counseling Practicum/Internships at schools located in the District.

[Rio School District - Universal Agreement - Field Placement AA 5.2024.pdf \(150 KB\)](#)

### 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.*





## Field Placement Affiliation Agreement Between GCU and Rio School District

1. **PARTIES:** This Agreement (the “Agreement”) is entered into on this 5/22/2024 day by and between Grand Canyon University (“GCU”) and Rio School District located at 1800 Solar Drive Oxnard, CA 93030 hereafter referred to as the (the “District”).
2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which candidates of GCU may participate in College of Education (“COE”) Practicum/Field Experience, Student Teaching, Educational Administration Internships, or College of Humanities and Social Sciences (“CHSS”) School Counseling (SC) Practicum/Internships at the schools located in the District.
3. **TERM:** The term of this Agreement begins 5/22/2024 and ends 5/22/2027.
4. **Roles & Definitions:**
  - **Candidate:** The Candidate is defined as the student who is actively enrolled in a COE or CHSS program of study who works to fulfill all Practicum/Field experience, Student Teaching, Educational Administration Internships, or SC Practicum/Internships.
  - **Mentor:** The Mentor is defined as the teacher/educator hosting the COE or CHSS candidate in practicum/field experiences or educational administration internships.
  - **Cooperating Teacher:** The COE Cooperating Teacher (the “CT”) is defined as the teacher in whose classroom the candidate is placed in to complete the student teaching experience. The CT must be certified, endorsed, and/or licensed as a teacher.
  - **School Counseling (“SC”) Site Supervisor:** The SC Site Supervisor is defined as the clinical site supervisor in whose supervision the Candidate is placed to complete the practicum/internship field experience expectations for school counselors in training (“SCITs”). The SC Site Supervisor must meet the requirements as outlined in the Graduate Field Experience Manual.
  - **GCU Faculty Supervisor:** The GCU Faculty Supervisor is defined as the GCU approved supervisor who has oversight responsibility for the evaluation of the candidate during Student Teaching or SC Practicum/Internships.
  - **Practicum/Field Experience:** Practicum/field experiences are field-based learning opportunities that focus on observation, application, and reflection. Practicum/field experiences require the candidate to observe and interact in diverse, real-life educational settings, and to apply the theories and concepts learned in program coursework.
  - **Student Teaching:** Student teaching is the capstone experience at the end of the initial teacher licensure program that provides candidates with the opportunity to demonstrate mastery of knowledge and skills in a classroom setting. During the 15/16-week experience, dependent on program of study.
  - **Educational Administration Internships:** Educational Administration Internships are field-based learning opportunities for candidates enrolled in an Educational Administration program leading to principal licensure under the direct supervision of a certified school administrator.
  - **School Counseling (“SC”) Practicum/Internships:** SC Practicum/Internships are field-based learning opportunities for candidates enrolled in school counseling programs leading to initial licensure under the direct supervision of a certified school counselor.
5. **RESPONSIBILITIES OF THE DISTRICT:**
  - 5a. The District shall provide participating candidates with field placement experiences in a school of the District under direct supervision of a host teacher (“Cooperating Teacher”), host mentor

("Mentor"), or SC Site Supervisor that meets the minimum GCU qualification requirements as outlined in the applicable program manual (See Appendices).

**5b.** The District shall ensure that the Cooperating Teacher/Mentor/SC Site Supervisor provides oversight, feedback and mentoring to GCU's participating candidates. Cooperating Teacher/Mentor/SC Site Supervisor expectations are outlined in the applicable program manual. (See Appendices.)

**5c.** The District shall provide the participating candidate prior to the start of the field placement with any District policies and procedures to which the candidate is expected to adhere to during the candidate's field placement while on District premises.

**5d.** The District shall allow a GCU faculty supervisor (the "GCU Faculty Supervisor") virtual and/or in-person access to the host school and classroom for the specific purpose of observing the participating candidate or consulting with the SC Site Supervisor.

**5e.** The District shall through the involvement of the Cooperating Teacher/Mentor/SC Site Supervisor, communicate with the GCU Faculty Supervisor and candidate to provide feedback on the candidate's performance which will be used by the GCU Faculty Supervisor for completion of the candidate's formal evaluation.

**5f.** The District shall have the right to refuse a candidate for field placement or may terminate the field placement of any candidate based upon its good faith determination that the candidate is not meeting performance standards or is otherwise deemed unacceptable to the District. Notices of such decisions shall be provided to GCU in writing and shall state reasons for such decisions.

**5g.** The District shall provide participating candidates with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

**5h.** The District shall promptly and thoroughly investigate any complaint by any participating candidate or GCU regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify GCU of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

**5i.** The District shall support the candidate in compliance with all policies of GCU that pertain to this Agreement as outlined in the University Policy Handbook and applicable program manuals. Please refer to the program manuals regarding recording, virtual services, and informed consent requirements(see Appendices).

**5j.** The District shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**6. RESPONSIBILITIES OF GCU:**

**6a.** GCU shall not provide compensation to Mentors or SC Site Supervisors hosting candidates for Practicum/Field Experiences, Educational Administration Internships, SC Practicum/Internships, or Student Teaching in the instance where the candidate is employed as a full-time teacher of record.

**6b.** GCU shall pay a \$500 stipend to Cooperating Teachers hosting student teaching candidates per each 15/16-week session of full-time service. Longer or shorter sessions will be paid on a pro-rated basis.

**6c.** GCU shall pay the stipend upon the completion of the student teaching semester provided all paperwork has been submitted.

**6d.** GCU shall provide a GCU Faculty Supervisor for candidates completing the student teaching, SC practicum/internships or educational administration internships to evaluate a candidate's performance

through virtual and/or in-person observations. The GCU Faculty Supervisor will meet requirements and expectations as outlined in the applicable program's handbook.

6e. GCU shall require that all candidates who must enter a field placement site provide GCU with a current and clear copy of a background check. GCU will prohibit candidates from moving forward in the field placement process until this document is received.

6f. GCU shall promptly and thoroughly investigate any complaint by any participating candidate or the District regarding unlawful discrimination or harassment at the field placement site or involving employees or agents of the field placement site and take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating candidate.

6g. GCU shall support the candidate in compliance with all policies of District that pertain to this Agreement as outlined in policy handbook and applicable program manuals.

6h. GCU shall comply with all federal, state, and local statutes and regulations applicable to the performance of the Agreement.

**7. CANDIDATE COMPLIANCE WITH GCU AND DISTRICT POLICIES and PROGRAMMATIC HANDBOOKS:**

Candidates accepted to the District for field placement shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of candidates to the District, GCU will advise candidates of any specific requirements that must be met to participate in the applicable field placement. These specific requirements are outlined in the applicable program manual. (See Appendices.) Failure to complete the requirements will result in non-placement of candidates.

8. **PAID POSITIONS/EMPLOYMENT:** GCU does not solicit, source, or guarantee paid opportunities or employment for candidates. GCU may allow a candidate to maintain a paid position during Student Teaching or SC Practicum/Internship if deemed appropriate by the District and the role is in alignment to the candidate's university program of study, setting and coursework requirements and desired certification. The candidate must have an appropriately certified mentor/Cooperating Teacher/SC Site Supervisor available at the school site. Candidates requesting to hold a paid position must complete additional documentation that requires written approval from the District. Requests to student teach or SC practicum/internship in a paid position are reviewed by the applicable College on a case-by-case basis and are not guaranteed.

**9. INSURANCE AND LIABILITY**

**9a. College of Education (Practicum/Field Experience, Student Teaching, Educational Administration Internships):** GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:

- Commercial General Liability (Minimum Requirements):

Limits of Liability:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury/Advertising Injury

\$5,000 Medical Payments

Coverage:

Premises/Operation Liability

Medical Payments Liability

Contractual Liability

Personal Injury Liability

Independent Contractors

- Professional Liability, as related to Educational Services:

Limits of Liability:

- \$1,000,000 Each wrongful act
- \$1,000,000 Aggregate
- Automobile Liability:
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
- Sexual Abuse or Molestation Liability:
  - Limits of Liability:
  - \$1,000,000 Each
  - \$1,000,000 Aggregate

**9b. College of Humanities and Social Sciences (CHSS) School Counseling:** Each candidate will be required to provide proof of his/her own professional liability insurance in the amounts of \$1,000,000 per claim/\$3,000,000 aggregate to the GCU field experience office.

- Commercial General Liability (Minimum Requirements):
  - Limits of Liability:
  - \$1,000,000 Combined Single Limit
  - \$2,000,000 General Aggregate
  - \$1,000,000 Products Aggregate
  - \$1,000,000 Personal Injury
  - \$5,000 Medical Payments
  - Coverage:
  - Premises/Operation Liability
  - Medical Payments Liability
  - Contractual Liability
  - Personal Injury Liability

**10. FERPA:** GCU and the District agree to protect the candidate's and/or student's educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g ("FERPA") and any applicable policy of GCU and the District. To the extent permitted by law, GCU and the District may share information from a candidate's and/or student's educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share educational records with any third party without the candidate's and/or student's prior written consent.

**11. CONFIDENTIALITY:** GCU shall inform each participating candidate of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating candidate of any applicable State law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher, Mentor, or SC Site Supervisor that they are bound to maintain in confidence, any documents or other confidential information about the participating candidate and GCU to which they might have access. Any breach of confidentiality by a participating candidate, Cooperating Teacher, Mentor, or SC Site Supervisor shall be grounds for immediate termination of the field placement.

**12. INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

**13. USE OF MARKS AND LOGOS; RIGHT OF PUBLICITY:** The District hereby grants GCU the right and license to publish and/or use District's logos or trademarks for all purposes connected with the promotion of the Agreement. Notwithstanding the foregoing license, District shall retain all right, title, and interest in and to



District's logos and trademarks. District shall allow GCU to publicize District, the Agreement and the related programs in all advertising, publicity, and promotion, including GCU websites, and social media. GCU's right to utilize District's logos and trademarks and right of publicity will survive the termination or expiration of this Agreement for a reasonable period of time until GCU is able to revise and update such materials, websites, and social media.

**14. ASSIGNMENT:** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors of the parties hereto. Neither this Agreement nor any of the rights or obligations here under may be transferred or assigned without prior written consent of the other party.

**15. NOTICES:** Notices under this Agreement shall be in writing and mailed electronically, or delivered to the parties as follows:

**Grand Canyon University**

**COE/CHSS Affiliations**

[COEAffiliations@gcu.edu](mailto:COEAffiliations@gcu.edu)

**Subject: Rio School District Affiliation Agreement Notification**

**School/District Information**

Rio School District

1800 Solar Drive

Oxnard, CA 93030

**16. MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written amendment executed by both parties.

**17. TERMINATION:** Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement.

**18. PARTNERSHIP/JOINT VENTURE/EMPLOYEMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. Candidates are not employees, independent contractors, or agents of GCU. The relationship between candidates and the District shall be determined by the District according to its policies and agreements with the candidates.

**19. INDEPENDENT CONTRACTOR:** The relationship between Cooperating Teachers (hosting College of Education student teachers) and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of their own state and federal income tax and self-employment tax as applicable.

**20. NONDISCRIMINATION:** The parties shall comply with Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act of 1990 and the regulations related thereto. The parties will not discriminate against any individual including but not limited to employees or applicants for employment and/or candidates because of race, religion, creed, color, sex, age, disability, veteran status, or national origin. This section shall not apply to discrimination in employment on the basis of religion that is specifically exempt under the Civil Rights Act of 1964 (42 U.S.C. §2000 e).

**21. GOVERNING LAW:** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Arizona, without giving effect to its conflict of laws rules. Any dispute, controversy, or claim arising out of or in connection with this Agreement shall be settled by confidential arbitration under the Rules for Commercial Arbitration of the American Arbitration Association, by one arbitrator reasonably familiar with the business pertaining to the services covered by the Agreement, appointed in accordance with such Rules. The arbitrator shall apply the laws of the State of Arizona to the merits of any dispute or claim. Judgment on the award entered by the arbitrator may be entered in any court having jurisdiction thereof.

In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

**Grand Canyon University**

By:   
Signature

Name: Dr. Meredith Critchfield

Title: Dean, College of Education

Date: 5/22/2024

By:   
Signature

Name: Dr. Anna Edgeston

Title: Assistant Dean of College of Humanities and Social Sciences

Date: 5/22/2024

**Rio School District**

By: \_\_\_\_\_  
Signature

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendices

### GCU University Policy Handbook (UPH)

[University Policy Handbook](#)

### College of Education (COE) Appendix

[clinical-field-experience-handbook-all-programs.pdf \(gcu.edu\)](#)

[student-teaching-manual-all-programs.pdf \(gcu.edu\)](#)

[master-education-admin-internship-manual \(1\).pdf \(gcu.edu\)](#)

### College of Humanities and Social Sciences (CHSS) Appendix

[College-of-Humanities-and-Social-Sciences-Graduate-Field-Experience-Manual 9.1.2023.pdf \(gcu.edu\)](#)





10.15





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Approval of CalState TEACH MOU for Student Teacher Placement
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of the Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students with CalState TEACH.

### Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement

This agreement is between the Rio School District and the California State University's CalState TEACH Program. This MOU describes the expectations and responsibilities regarding the Student Teaching Program through which University students enrolled in a credentialing program will gain experience by working in the Rio School District.

[CST X Rio School District ST MOU.pdf \(208 KB\)](#)

### Administrative Content

### Executive Content

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**California State University's CalStateTEACH Program**

**Memorandum of Understanding and Agreement to  
Provide Student Teacher Placements to University Students**

This agreement is between the Rio School District ("District") and the California State University's CalState TEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning May 1, 2024 and ending April 30, 2027 unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any



investigation concerning the reported violation.

6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
  
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

#### **UNIVERSITY RESPONSIBILITIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

#### **STUDENT TEACHER RESPONSIBILITIES**

1. Provide the District with the following documentation:
  - a. a copy of the letter from the University assigning the student to the District.
  - b. a background check fingerprint clearance report.
  - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws



and regulations while serving as a Student Teacher.

4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

### **STATUS OF DISTRICT AND UNIVERSITY STUDENTS**

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

### **LIABILITY INSURANCE & WORKERS' COMPENSATION**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.





The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

#### **NO WORKERS' COMPENSATION LIABILITY**

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

#### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

#### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the





prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

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**Dr. Tiffany Morse, Assistant Superintendent of School and System Improvement**

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**Brian Cotham, Director of Procurement and Support Services  
California State University's CalStateTEACH**



10.16





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Approval of the Contract Renewal with Learning Priority Software, Inc FY 2024/25
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 2024/25

### 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.**

[LP2425.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 August 1, 2024, 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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
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 August 1, 2024-June 30, 2025

### FEES

Compensation for Services \$5400 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 \$500,000 per occurrence and \$1,000,000 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 \$500,000 per occurrence and \$1,000,000 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



10.17





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	82,500.00
Budgeted	Yes
Budget Source	LCFF
Recommended Action	Staff recommends approval of the contract renewal with Diane DeLaurentis FY 2024/25
Goals	<p><a href="#">Goal 3-Create welcoming and safe environments where students attend and are connected to their school</a></p> <p><a href="#">Goal 1-Improved student achievement at every school and every grade in all content areas</a></p>

### Public Content

Speaker: Superintendent Puglisi

Rationale:

Ms. DeLaurentis will continue to provide drama instruction and the RSD Musical.

[DD2425.pdf \(68 KB\)](#)

### Administrative Content

### Executive Content

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*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.*

**Most Excellent Enterprises, Inc. - Diane DeLaurentis**  
**PERFORMING ARTS CONTRACT PROPOSAL**  
**2024-2025**

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 21, 2024 - June 13, 2025

**1. WEEKLY SPECIALTY ELEMENTARY WORKSHOPS (K-5<sup>th</sup>)**

*October 2024 to June 2025*

*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. Classes and schedule determined by Supervisor and Principal. Performances as schedule and time permits.*

Students: Based on who signs up over 240 students a week.  
Where: RDM, RL, RN, RDS, RR, RP or Rio Real  
Days: M-Th with F prep  
Time: 9am-2:30pm

*Fee: \$65,000*

### **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' 5<sup>th</sup> to 8<sup>th</sup> grade, creating 2 casts, managing bi-weekly rehearsals, coaching student leads, teaching choreography, booking facility, working with the Artistic Director, selecting wardrobe, selecting props, working with Special Effects Director, giving lighting cues to Tech Director, running Tech rehearsal, running Dress Rehearsal, 2-4 performances, over-seeing publicity, posters, t-shirts, awards. Arranging and organizing an award ceremony for students after production is complete, and incorporating the 5 C's throughout.*

Students: 40 - 50 students  
Where: RVMS, room 13  
Days: Thursdays and Tuesdays  
Time: 3:30pm-7:30pm (includes coaching & prep)

*Fee: \$17,500*

**TOTAL FEES:           \$82,500**



10.18





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of Contract Renewal with Steve Sunnarborg FY 2024/25
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	68,000.00
Budgeted	Yes
Recommended Action	Staff recommends the contract renewal with Steve Sonnarberg FY 2024/25
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. Sonnarberg will continue to provide services to the students providing music instruction as Artist in residence.

[SS2425.pdf \(190 KB\)](#)

### Administrative Content

### Executive Content

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**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.

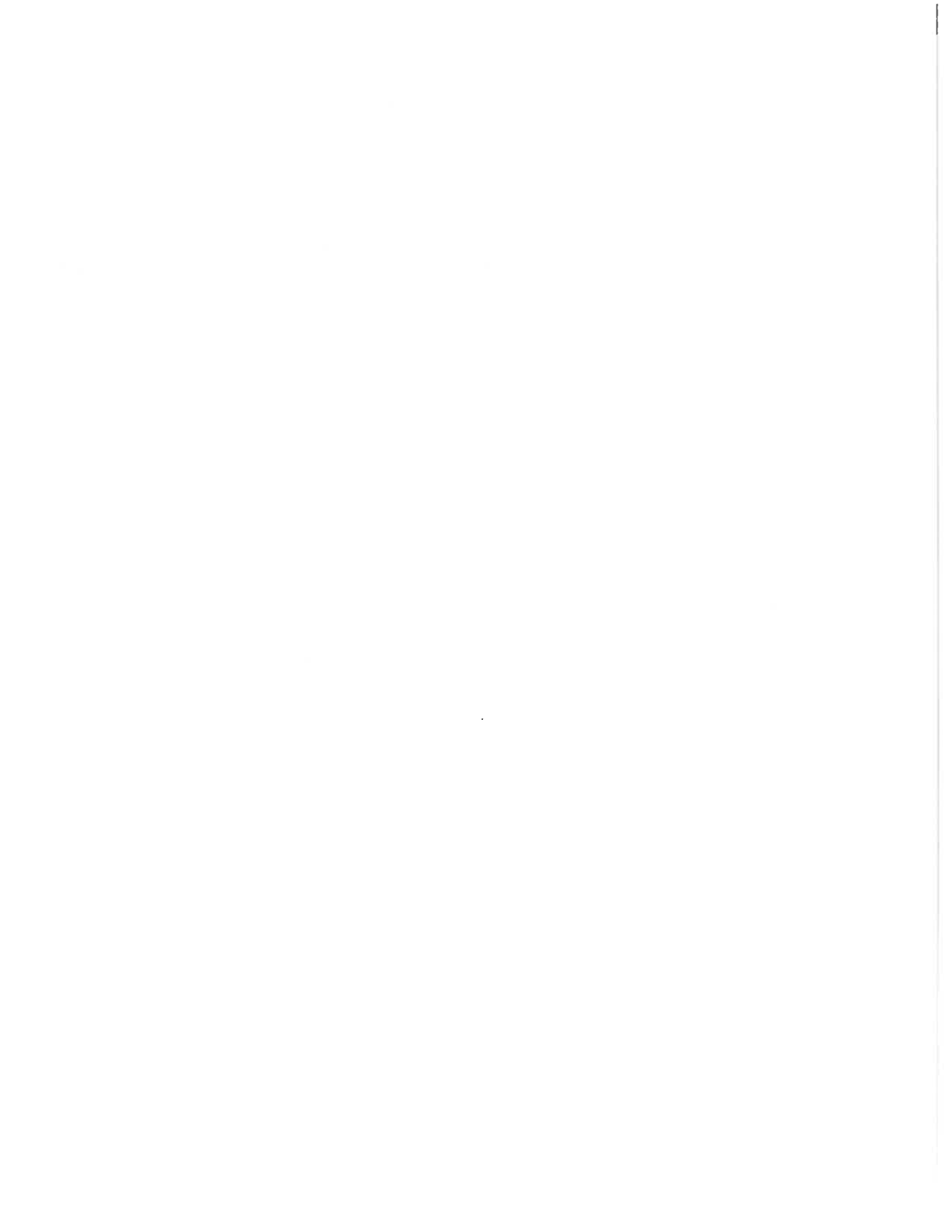
Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

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







10.19





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Approval of Ventura County Indian Education MOU
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,332.85
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of the 2023-2024 Indian Education MOU.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

#### Rationale:

The Indian Education Act of 1972 (Public Law 100-427) enabled local agencies throughout the United States to identify their Indian student populations, establish parent committees, hold public hearings, and write grants identifying the needs of Indian students who will participate in their programs. This law provides local school districts with additional monies to provide over and beyond educational and culturally-related services to identified Indian students.

With our district's funding support, Indian Education teachers and counselors will be able to continue to provide school visits to identified Indian Education students. Developed over 49 years, our program provides hands-on reading lessons and activities enhanced with the use of realia, primary source materials, cultural history, technology and current event topics for the Native American community. We hope to share these resources with students in your district to increase their cultural proficiency and erase misconceptions about Native Peoples. This is an opportunity to support a historical program and to inspire a new generation of future Native American scholars and leaders.

Rio School District currently has nine identified student. Our district funding amount for the 2024/2025 school year will be \$4332.85

[VenIndianMOU2425.pdf \(162 KB\)](#)**Administrative Content****Executive Content**

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**MEMORANDUM OF UNDERSTANDING**  
**Ventura County Indian Education Consortium**

This Memorandum of Understanding (MOU) explains and confirms the agreements between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium (Provider) and the Rio Elementary School District (Partner District).

**Memorandum of Understanding Purpose:**

The purpose of this MOU is to create and confirm an effective working relationship between the Partner District, Rio Elementary School District, and the Ventura Unified School District (VUSD). This MOU also provides the means by which VUSD and the Partner District will maintain a collaborative relationship to ensure inter-agency services to Partner District students and families.

**Memorandum of Understanding Timeline:**

This MOU is effective July 1, 2024, and will extend through June 30, 2025.

**Memorandum of Understanding and Description of Services:**

**Partner District agrees to the following:**

1. Serve as a consortium partner to raise awareness regarding Indian Education.
2. Assist in the recruitment of eligible Indian Education students through existing district means of communication.
3. Confirm student enrollment for annual Title VI grant submission of student count.
4. Identify district and site contact personnel to facilitate communication with the VC Indian Education Consortium as required.
5. Provide classroom space or other school facilities to accommodate Indian Education lessons.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2.
7. Inform VUSD of changes in schedule and student participation.
8. Work with the VUSD staff as needed.
9. Provide updates on student demographic and educational program information upon request.

**VUSD (Provider) agrees to the following:**

1. Serve as Local Education Agency for VC Indian Education Consortium.
2. Hire all employees to provide Indian Education services.
3. Provide basic services to eligible Indian Education students including:
  - a) Indian Education Parent Advisory Committee
  - b) Indian Education enrollment and verification support
  - c) Indian Education Annual Honoring Ceremony and Special Events
  - d) Indian Education teaching resources/lending library

- e) Indian Education teacher workshops to introduce teaching resources and annual curriculum theme. The theme for 2024 – 25 is “Native American Music, Dance and Celebration.”
4. Provide services at Partner District schools through the district-supported format to include:
  - a) Individual/small group lessons to support cultural identity and awareness for eligible Native American students (as in the past); or
  - b) Classroom presentations on Native American themes (to include classmates of identified students).
5. Ensure that VUSD employees have received adequate training in the services being provided and appropriate licenses/certificates are in current standing.
6. Ensure that VUSD employees have completed an appropriate background check, including fingerprinting/live scan as described below.
7. VUSD shall store student data in a district database or in a locked file cabinet.

Both the Partner District and VUSD representatives of the VC Indian Education Consortium will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the VUSD District Office Administration prior to program implementation.

**Payment of Funds to VUSD for VC Indian Education Consortium Services:**

The Partner District, Rio Elementary School District, agrees to contribute \$4332.84 to VUSD for Indian Education services provided during the 2024-25 school year. Payment to VUSD will occur by September 30 upon receipt of an invoice from VUSD.

**Indemnification:**

The Partner District shall save, defend, hold harmless and indemnify VUSD (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of the Partner District or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of VUSD.

The Partner District shall further defend, hold harmless, and indemnify VUSD (its employees, volunteers, officers, directors, and agents), from and against any and all losses, damages, liabilities, claims, and costs arising from or related to VUSD’s receipt and storage of student data unless the harm is caused by the negligent act of the VUSD.

VUSD shall save, defend, hold harmless and indemnify the Partner District (District, board members, employees, volunteers, and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers,

officers, directors or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of the Partner District.

**Cancellation:**

This MOU may be cancelled by either party upon 30 days' written notice.

**Signatures:**

**PARTNER DISTRICT:** \_\_\_\_\_

Authorized District Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:** Ventura Unified School District

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





10.20





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of the Contract Renewal-ThoughtExchange
Access	Public
Type	Action (Consent)
Preferred Date	Jun 05, 2024
Absolute Date	Jun 05, 2024
Fiscal Impact	Yes
Dollar Amount	32,248.72
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends renewing the ThoughtExchange contract.

### Public Content

Speaker: Jarkko Myllari, Director of Technology

#### Rationale:

ThoughtExchange platform allows participants to anonymously share their thoughts and rate the ideas of others. It allows the organizer to make informed decisions that reflect the collective input of the community, which democratizes the conversation and decision-making. ThoughtExchange has been used in Rio since 2017 to facilitate interaction among parents, staff, and the broader community. The analytics engine is designed to process open-ended responses using advanced algorithms to identify common themes and sentiments and present them in an easily digestible format. This allows engagement admins to quickly grasp the consensus and nuances without manually sorting through each response, which helps align strategies with community needs and expectations.

[ThoughtExchange\\_Order Form\\_Rio Elementary School District\\_2024-04-08 \(1\) \(1\).pdf \(190 KB\)](#)

### Administrative Content

### Executive Content

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## Service Order

Fulcrum Management Solutions Inc.  
 Suite E, 1990 Columbia Avenue  
 PO Box 2260  
 Rossland, BC, Canada. V0G 1Y0

Sales Rep: Claire Cheng  
 Phone:  
 Email: [claire.cheng@thoughtexchange.com](mailto:claire.cheng@thoughtexchange.com)

### Company Information

**Bill To:** Rio Elementary School District  
 Address: 1800 Solar Drive, Oxnard, California 93030 United States  
 Postal/Zip Code: 93030

Billing Contact Name: Susan Eskridge  
 Billing Contact Email: [seskridge@rioschools.org](mailto:seskridge@rioschools.org)  
 Billing Contact Phone: (805) 485-3111

**Ship To (if different than Bill To):** Veronica Rauschenberger  
 Address: [vrauschenberger@rioschools.org](mailto:vrauschenberger@rioschools.org)  
 Postal/Zip Code:

Shipping Contact Name: Veronica Rauschenberger  
 Shipping Contact Email: [vrauschenberger@rioschools.org](mailto:vrauschenberger@rioschools.org)  
 Shipping Contact Phone:

### Order Details

Subscription Start Date: June 1, 2024  
 Subscription End Date: May 31, 2025  
 Number of Students: 5,108

Billing Frequency: All Up-Front  
 Payment Terms: Net 30 days  
 Currency: USD

### Product Details

Product Name	Features	Amount
Engagement+	<ul style="list-style-type: none"> <li>• Exchanges (for up to 5 Leaders)</li> <li>• Surveys (for up to 15 Leaders)</li> <li>• Access to Customer Success</li> <li>• Access to Events and Resources</li> <li>• Administrative Controls</li> <li>• Analytics and Data Visualization</li> <li>• Contact Box</li> <li>• Customisable Branding</li> <li>• Domain Limiting</li> <li>• Enhanced Analytics: Compare Survey Questions</li> <li>• Exchange Data Download</li> <li>• Exchange Question Library</li> <li>• Integrations - Calendar and Participant Invitation</li> <li>• Machine Moderation</li> <li>• Multilingual Participation</li> <li>• Participation Groups</li> <li>• Product Support</li> <li>• Rooms</li> <li>• Survey Branching</li> <li>• Templates</li> <li>• Up to 50 survey questions per Engagement</li> </ul>	\$32,248.72

**Order total: \$32,248.72**

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Services Description can be found at: <https://thoughtexchange.com/services-description/>

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**Purchase Order Information**

Is a Purchase Order (PO) required?  
Is the licensee exempt from sales and use tax?

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to [accounts@thoughtexchange.com](mailto:accounts@thoughtexchange.com)

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**Terms and Conditions**

The services described in this order are governed by the Subscription Terms found at:  
<https://thoughtexchange.com/subscription-terms>

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**Order Special Terms**

Notwithstanding anything to the contrary in the Subscription Terms (including Section 7.2), your subscription shall terminate on the Subscription End Date indicated on this Order Form and shall not automatically renew.

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**Acceptance**

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

**Rio Elementary School District**

**Fulcrum Management Solutions Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Print Name Above

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

10.21







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Approval of Houghton Mifflin Harcourt Read 180 - 4 Year agreement
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	39,096.00
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of the Houghton Mifflin Harcourt - Read 180 agreement.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

**Rationale:**

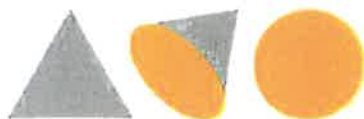
Houghton Mifflin Harcourt provides a reading intervention program called Read 180 and System 44 that supports students in grades 3rd through 8th grade who present with deficits in phonics, decoding, and comprehension. Our Specialized Academic Instruction teachers currently utilize this supplemental program to provide direct SAI services in reading to students with disabilities. The Special Education Department requests that the Board approve a four-year contract with Houghton Mifflin Harcourt so that our staff and students can continue to access the Read 180 and System 44 reading intervention programs.

[Houghton Mifflin Harcourt Read 180 agreement.pdf \(206 KB\)](#)

**Administrative Content**

**Executive Content**

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# Houghton Mifflin Harcourt

**Proposal #009032865**  
Prepared For  
**Rio School District**

**Attention:**  
**Mario Torres**  
**mtorres49@rioschools.org**

For the Purchase of:  
**Read 180 on Ed 4Yr**

**Prepared By**  
**Erin Mon Pere**  
**erin.monpere@hnhco.com**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Coupon Code: PRODPB10

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mario Torres  
mtorres49@rioschools.org

**HMH Confidential and Proprietary**

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

# Proposal for Rio School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<b>Digital Student Licenses</b>						
1867353 9780358937296	Read 180 on Ed Student Digital Subscription 4 Year	\$436.00	90	\$39,240.00	\$3,924.00	\$35,316.00
Includes: Read 180 on Ed Student License 4 Year Implementation Success						
<b>Total for Student Licenses</b>		<b>\$35,316.00</b>				
<b>Teacher Licenses</b>						
1835549 9780358740674	Read 180 on Ed Teacher Digital Subscription 4 Year	\$1,196.00	22	\$26,312.00	\$26,312.00	
Includes: Read 180 on Ed Teacher License 4 Year Access to Teacher's Corner						
<b>Total for Teacher Licenses</b>		<b>\$0.00</b>				
<b>Total for Digital</b>		<b>\$35,316.00</b>				
<b>Professional Services - Read 180</b>						
<b>Leader Support for Read 180</b>						
1852471 9780358841821	Read 180 Leader Success Live Online 1-Hour Grade 3-12	\$400.00	1	\$400.00	\$400.00	
During this one-hour live online session, leaders learn about the design and resources of their HMH program. To help leaders develop a plan to guide implementation and set up teachers for a successful start, HMH Coaches share tools and best teaching and student learning practices to observe in the classroom. Leaders also preview the Teacher Success Pathways and resources on HMH Ed for ongoing support.						
<b>Total for Leader Support for Read 180</b>		<b>\$0.00</b>				
<b>Getting Started with Read 180</b>						
1639083 9780544790094	Read 180 on Ed Getting Started In-Person (One, 3 HR Session Plus Planning) 6-Hour Grade 3-12	\$4,200.00	1	\$4,200.00	\$420.00	\$3,780.00
This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. An HMH Coach will provide the introductory Getting Started session to teachers in the morning and offer facilitated planning and Q&A time in the afternoon.						
Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.						
<b>Total for Getting Started with Read 180</b>		<b>\$3,780.00</b>				
<b>Total for Professional Services - Read 180</b>		<b>\$3,780.00</b>				

Coupon Code: PRODPB10

Attention:  
Mario Torres  
mtorres49@rioschools.org

Send **Orders** to:  
orders@hmhco.com  
FAX: 800-269-5232

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

# Proposal for Rio School District

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
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<i>Total Savings:</i>				\$31,056.00		
<i>Subtotal Purchase Amount:</i>				\$39,096.00		
<i>Shipping &amp; Handling:</i>				\$0.00		
<i>Sales Tax:</i>				\$0.00		
<b><i>Total Cost of Proposal (PO Amount):</i></b>				<b>\$39,096.00</b>		

Coupon Code: PRODPB10

Attention:  
Mario Torres  
mtorres49@rioschools.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

**Total Cost of Proposal (PO Amount): \$39,096.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Rio School District 1800 Solar Dr Oxnard, CA 93030-2655	<b>Sold to:</b> Rio School District 1800 Solar Dr Oxnard, CA 93030-2655
----------------------------------------------------------------------------------	----------------------------------------------------------------------------------
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/22/2024

Proposal Expiration Date: 7/6/2024



# Houghton Mifflin Harcourt

Coupon Code: PRODPB10

Attention:  
Mario Torres  
mtorres49@rioschools.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

**HMH Confidential and Proprietary**

10.22







**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.22 Renewal Quote with Learning A-Z
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	71,633.80
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of the 2-year Learning A-Z Quote.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

**Rationale:**

This is a 2-year renewal for the K-5 grade levels. This provides phonics readers which teachers can print and use for reading instruction and practice.

The two year quote includes: 142-Raz Plus licenses, 10-Reading A-Z licenses, 30-Raz Plus Spanish (Español) and 2-complimentary orientation webinars.

Please see attached quote.

[Rio School District RAZ PLUS, Español, and Reading A-Z quote 10629859.pdf \(39 KB\)](#)

**Administrative Content**

**Executive Content**

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*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.*



# Learning A-Z Quote

**Date:** 5/23/2024  
**Valid Until:** 8/31/2024  
**Bill Id #:** 10629859  
**Username:** ohermandez21

**Ship To:**

Oscar Hernandez  
 Rio School District  
 1800 Solar Dr 3rd Fl  
 Oxnard, California 93030-2655  
 805-485-3111  
 ohermandez@rioschools.org

**Bill To:**

Oscar Hernandez  
 Rio School District  
 1800 Solar Dr 3rd Fl  
 Oxnard, California 93030-2655  
 805-485-3111  
 ohermandez@rioschools.org

Products	Type	License Terms	List Price	1 Year	2 Years	3 Years
Raz-Plus	Renewal	142 classrooms, 12 Months	\$34,222.00	\$32,510.90	\$65,021.80	\$92,399.40
Reading A-Z	Renewal	10 classrooms, 12 Months	\$1,320.00	\$1,320.00	\$2,508.00	\$3,564.00

Products	Type	License Terms	List Price	1 Year	2 Years	3 Years
Raz-Plus Español	New	30 classrooms, 12 Months	\$2,160.00	\$2,160.00	\$4,104.00	\$5,832.00

Products	Type	License Terms	List Price	1 Year	2 Years	3 Years
Complimentary Program Orientation Webinar	Training	2	\$600.00	\$0.00	\$0.00	\$0.00

	1 Year	2 Years	3 Years
<b>Discount Amount:</b>	\$2,311.10	\$4,970.20	\$12,510.60
<b>Sales Tax:</b>	\$0.00	\$0.00	\$0.00
<b>YOUR TOTAL COST:</b>	\$35,990.90	\$71,633.80	\$101,795.40

(\* Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-885244, CSI Quote # 739356



## Sales Executive

Kristin Dahl  
kristin.dahl@learninga-z.com  
(520) 232-5033

If paying by purchase order please send a Learning A-Z quote matching your Purchase Order (P.O.)

**Email the P.O. along with the Learning A-Z quote to [orders@learninga-z.com](mailto:orders@learninga-z.com).**

### **P.O. must include:**

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed

If paying by credit card online, **log in to your [My Account](#) page. If you don't know your password, use the [Forgot Password](#) link to reset your password. Click [Review](#). Fill out your card information and click [Complete Order](#).**

### **Learning A-Z License Agreement**

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non- registered classrooms is not authorized.

All subscriptions, products, and services are offered subject to Learning A-Z's standard License Terms of Service, available at <https://help.learninga-z.com/en/articles/7216732-terms-of-service> (the "License"), as supplemented by the terms herein, and Learning A-Z's [K-12 processing](#). By placing any order, customer confirms its acceptance of the License terms, as well as fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Learning A-Z and customer regarding the subscriptions, products, and services constitute the entire agreement between customer and Learning A-Z regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to Learning A-Z's K-12 processing as described. Customer and Learning A-Z agree that the terms of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Learning A-Z relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our [terms and conditions](#) carefully before activating your account.

Thank you for your business!

10.23





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.23 Approval of triennial plan for expelled youth
Access	Public
Type	Action (Consent)
Preferred Date	Jun 05, 2024
Absolute Date	Jun 05, 2024
Fiscal Impact	No
Recommended Action	Administration recommends approval of the triennial plan for expelled youth.

### Public Content

Speaker: Rebecca Rocha, Director of Student Services

**Rationale:** California Education Code (EC) Section 48926 requires county superintendents, in conjunction with superintendents of school districts within the county, to develop a plan for providing educational services to all expelled pupils in that county. The initial plan was to be adopted by the governing board of each school district within the county and by the county board of education and submitted to the State Superintendent of Public Instruction in 1997. EC Section 48926 also requires that each county superintendent of schools, in conjunction with district superintendents in the county, submit a triennial update to that plan to the State Superintendent of Public Instruction.

The plan was reviewed through monthly meetings over the past year and updated with input from each district. Major updates include:

1. Ventura County Background and Context reflects the most recent population data; the Three-Year Ventura County Enrollment by Ethnicity reflects the most current 2020-23 data per CDE; the Ventura County 2022-23 English Learner Enrollment by Language Acquisition Status and Grade reflects 2022-2023 data; and the English Learner Enrollment 2022-23: California State and Ventura County reflects current data per CDE.
2. Legal References - this section was previously titled Legal Updates. The Legal References in this section highlight some of the most important legislation including Suspension, Expulsion, Enrollment and Transfers, Credits and Graduation Requirements, Foster, and Homeless Youth.
3. Wellness Centers - the 2024-2027 Triennial Plan includes information on the Mental Health Services Act and Mental Health Student Services Act as well as Wellness Centers/Spaces on middle school and high school campuses throughout the county.
4. Service Gaps – the 2024-2027 Triennial Plan reflects a summary of the Service Gaps from 2021-24. Input and collaboration with LEA's on current and past Services Gaps informed the development of the detailed 2024-27 Service Gaps to support expelled students.

5. Coronavirus (COVID-19) Conditions- the 2021-2024 Triennial Plan had a section to address Coronavirus (COVID-19) Conditions. This section was removed from the Plan since it is no longer required.

The plan was approved by the Ventura County Office of Education School Board on May 20, 2024. Approval of local district school boards is now requested in order to implement the plan. Approval of the three year plan will ensure that expelled students continue to receive quality programming in an alternative setting during the terms of their expulsion.

[Summary of Changes to VC Plan for Expelled Students.pdf \(343 KB\)](#)

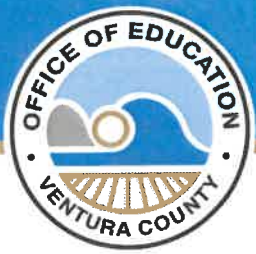
[VC Plan for Expelled Student Triennial Update June 2024-27 \(MASTER 05.16.24\) a.pdf \(1,038 KB\)](#)

## **Administrative Content**

## **Executive Content**

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# VENTURA COUNTY OFFICE OF EDUCATION

Dr. César Morales, County Superintendent of Schools

May 22, 2024

TO: Dr. César Morales, Superintendent Ventura County Office of Education

FROM: Dr. Consuelo Hernandez Williams, Associate Superintendent Student Services  
Stefanie Rodriguez, Director Alternative Education

SUBJECT: Summary of Changes to Ventura County Plan for Expelled Students – Triennial Update 2024

## California Education Code Requirements

California *Education Code (EC)* Section 48926 requires county superintendents, in conjunction with superintendents of school districts within the county, to develop a plan for providing educational services to all expelled pupils in that county. The initial plan was to be adopted by the governing board of each school district within the county and by the county board of education and submitted to the State Superintendent of Public Instruction in 1997. *EC* Section 48926 also requires that each county superintendent of schools, in conjunction with district superintendents in the county, submit a triennial update to that plan to the State Superintendent of Public Instruction.

*EC* Section 48926 provides that:

The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

## Updates to Ventura County Plan for Expelled Students:

1. **Ventura County Background and Context** reflects the most recent population data; the **Three-Year Ventura County Enrollment by Ethnicity** reflects the most current 2020-23 data per CDE; the **Ventura County 2022-23 English Learner Enrollment by Language Acquisition Status and Grade** reflects 2022-2023 data; and the **English Learner Enrollment 2022-23: California State and Ventura County** reflects current data per CDE.
2. **Legal References** - this section was previously titled Legal Updates. The Legal References in this section highlight some of the most important legislation including Suspension, Expulsion, Enrollment and Transfers, Credits and Graduation Requirements, Foster, and Homeless Youth.
3. **Wellness Centers** - the 2024-2027 Triennial Plan includes information on the Mental Health Services Act and Mental Health Student Services Act as well as Wellness Centers/Spaces on middle school and high school campuses throughout the county.
4. **Service Gaps** – the 2024-2027 Triennial Plan reflects a summary of the Service Gaps from 2021-24. Input and collaboration with LEA's on current and past Services Gaps informed the development of the detailed 2024-27 Service Gaps to support expelled students.
5. **Coronavirus (COVID-19) Conditions**- the 2021-2024 Triennial Plan had a section to address Coronavirus (COVID-19) Conditions. This section was removed from the Plan since it is no longer required.

## **Countywide Plan Requirements and Recommendations**

The recommended content of the Countywide Plan must address additional, more detailed questions that were raised and supported by the State School Attendance Review Board and Student Programs and Services Steering Committee of the California County Superintendents Educational Services Association. These questions concern behavioral intervention approaches used to minimize the number of suspensions and expulsions, including a focus on how such practices may impact the disproportionate number of minority students being suspended or expelled.

### **1. The Countywide Plan must list and describe the educational alternatives currently available for expelled students.**

Ventura County Plan for Expelled Students notes the following as alternatives; placement on same campus, placement on a different campus, independent study, transfer to another district, district community day school if available, charter school, private school, County Community School (see page 15).

**It is recommended that the plan also describe strategies for improvement during the next three years including: Any behavioral intervention practices, at the site and district levels, and options used to minimize number of suspensions leading to expulsion, minimize the number of expulsions being ordered, and support students returning from expulsion.**

**Specific explanation of how those practices relate to any disproportionate representation of minority students in such interventions.**

Student services representation from LEAs in Ventura County have contributed to the development of Countywide Practices to address the disproportionate number of minority students who are suspended or expelled in Ventura County; the countywide practices and behavior intervention approaches used to minimize the number of suspensions and expulsions. These practices have impacted the disproportionate number of minority students being suspended and expelled by allowing students, staff, and families access to resources within the school environment and in the community that address social emotional/mental health needs, equity of resources across all demographics, access to interventions and a collaborative effort to meet the individual needs of students (see page 16).

Districts throughout the County address equity issues by:

- Participating in professional learning opportunities focusing on Diversity, Equity, Inclusion, and Belonging such as the annual countywide Equity Conference sponsored by the Ventura County Office of Education
- Providing support through Student Assistance Programs that support students and their families in accessing countywide educational and behavioral support resources
- Providing mental health training for counselors to support students in crisis
- Providing Mental Health/Wellness Spaces on middle school and high school campuses. With on-campus programming and community-based partnerships, this allows students to receive coordinated health/mental health and other support services maximizing engagement and success
- Making referrals to community agencies for student and families to have access to services such as Evening Reporting Centers operated by Probation and outside of school counseling

**2. The Countywide Plan must address gaps in educational services and strategies for filling them (see pages 32-34).**

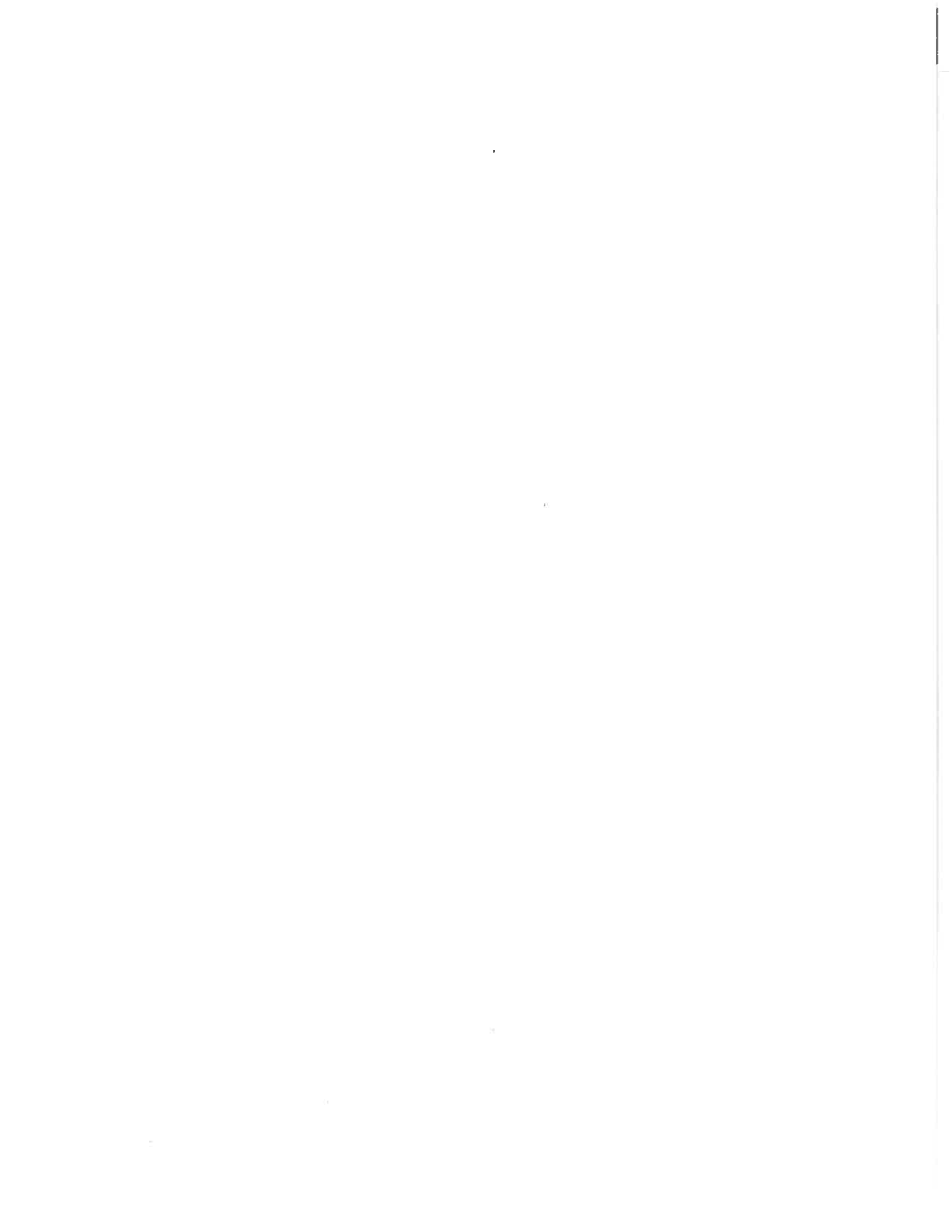
For the 2021-2024 Ventura County Plan for Expelled Students, the following four gaps were identified.

- Identified service gap number one addressed students who refuse to attend, refuse Program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This service gap continues to be a challenge. A collaborative effort continues to be made to exhaust all interventions, collaborate with districts of residence, community resources, and parents/guardians.
- Identified service gap number two addressed students who were expelled due to a threat. This is no longer an identified gap. In collaboration with local LEAs, the number of students bringing weapons to campus has increased. Thus, this has been deemed as an educational service gap. Education for students and families along with resources in this area have been available.
- Identified service gap number three addressed substance use and abuse among Ventura County Youth. Based on collaboration with LEA's, continues to be a challenge on campuses and continues to be a collaborative effort for districts, community resources, and families.
- Identified service gap number four addressed College and Career Readiness for students. This continues to be a gap as information, college/career fairs, FAFSA workshops, are made available to students and families. Local districts continue to strive for students graduating to have a plan, enrollment information, or career path.

**3. Identify alternative placements for pupils who are expelled and placed in district community day school programs but who fail to meet the terms and conditions of their rehabilitation plan or pose a danger to other district pupils, as determined by the governing board (see page 15).**

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Ventura County for students recommended for expulsion include, but are not limited to, the following options:

- Expulsion, suspended order, with placement on the same campus. EC 48917(a)
- Expulsion, suspended order, with placement on a different school campus within the district. EC 48917(a)
- Expulsion, suspended order, with placement in district independent study, if it is determined that independent study is an appropriate alternative for the student and the parent/guardian consents.
- Expulsion, suspended order, with subsequent transfer to another district.
- Expulsion with referral to a district community day school, if available.
- Expulsion, suspended order, with subsequent transfer to a charter school.
- Expulsion, suspended order, with subsequent transfer to a private school.
- Expulsion with subsequent transfer to another district.
- Expulsion with subsequent transfer to a charter school.
- Expulsion with subsequent transfer to a private school.
- Expulsion with referral to the Ventura County Office of Education Gateway Community School Program (grades 6-12).

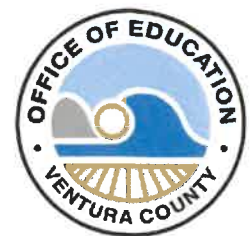


# Ventura County Plan for Expelled Students Triennial Update June 2024-2027



**Ventura County Office of Education**  
**Dr. César Morales, Ventura County Superintendent of Schools**

5189 Verdugo Way • Camarillo, CA 93012  
805.383.1900 • [www.vcoe.org](http://www.vcoe.org)



## Collaborative Plan By

Briggs School District  
 Conejo Unified School District  
 Fillmore Unified School District  
 Hueneme School District  
 Mesa Union School District  
 Moorpark Unified School District  
 Mupu Elementary School District  
 Oak Park Unified School District  
 Ocean View School District  
 Ojai Unified School District  
 Oxnard School District  
 Oxnard Union High School District  
 Pleasant Valley School District  
 Rio School District  
 Santa Clara Elementary School District  
 Santa Paula Unified School District  
 Simi Valley Unified School District  
 Somis Union School District  
 Ventura County Office of Education  
 Ventura Unified School District

## Acknowledgements

### Student Services Collaborative Team

Carlos Dominguez, Briggs School District  
 Shauna Ashmore, Conejo Valley Unified School District  
 Carlos Covarrubias, Fillmore Unified School District  
 Irma Melgoza, Hueneme Elementary School  
 Kim Kuklenski, Mesa Union School District  
 Raul Ramirez, Mesa Union School District  
 Melissa Labelle, Moorpark Unified School District  
 Jane Wagmeister, Moorpark Unified School District  
 Marlene Batista, Mupu Elementary School District  
 Tammy Herzog, Oak Park Unified School District  
 Jose Ramirez, Ocean View School District  
 Maria Elena Plaza, Ocean View School District  
 Sherill Knox, Ojai Unified School District  
 Jodi Nocero, Oxnard School District  
 Ray Gonzales, Oxnard Union High School District  
 Carol Bjordahl, Pleasant Valley School District  
 Rebecca Rocha, Rio School District  
 Kari Skidmore, Santa Clara Elementary School District  
 Letitia Bradley, Santa Paula Unified School District  
 Jamie Snodgrass, Simi Valley Unified School District  
 Jesus Vaca, Somis Union School District  
 Marlo Hartsuyker, Ventura County Office of Education  
 Christina Mahone, Ventura County Office of Education  
 Holly Minear, Ventura County Office of Education  
 César Morales, Ventura County Office of Education  
 Stefanie Rodriguez, Ventura County Office of Education  
 Linda Stevens, Ventura County Office of Education  
 Teresa Vega, Ventura County Office of Education  
 Consuelo Hernandez Williams, Ventura County Office of Education  
 Mike Winters, Ventura County Office of Education  
 Maria Elizarraras, Ventura Unified School District

### Community Partners

Erik Nasarenko, Ventura County District Attorney  
 Gina Johnson, Ventura County Probation Agency  
 Declan Tormey, Ventura County Probation Agency  
 Carrie Vrendenburgh, Ventura County Probation Agency  
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## Legal Requirements of a Countywide Expulsion Plan

On July 1, 1996, California Education Code section 48926 became operational. California Education Code 48926 states, “each county superintendent of schools in counties that operate community schools pursuant to section 1980, in conjunction with superintendents of the school districts within the county shall develop a plan for providing education services to all expelled students in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.” California Education Code section 48926 requires county superintendents to submit a plan to the Superintendent of Public Instruction, no later than June 30, 1997, regarding the provisions of educational services to all expelled students in the county.

Section 48926 further provides that each county superintendent of schools, in conjunction with district superintendents in the county, shall submit to the Superintendent of Public Instruction a triennial update to that plan on June 30 thereafter. A list of the board approval dates for each triennial update is contained in this document (see Appendix II).

Education Code section 48926 provides that, in addressing the needs of all expelled students, the countywide plan shall:

- a. Enumerate existing educational alternatives for expelled students, including behavioral intervention practices and an explanation of how such practices may impact the disproportionate number of minority students being suspended or expelled.
- b. Identify gaps in educational services and strategies for filling them.
- c. Identify alternative placements for those expelled students who have failed to meet the terms and conditions of their rehabilitation plan.

California Education Code section 48916.1 states, “At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion....” Therefore, every Ventura County School District governing board will refer each expelled student to an appropriate educational placement for the expulsion period. The educational placement will be determined on an individual basis by the school district’s governing board based on:

1. The educational needs of students
2. The seriousness of the offense
3. Available educational alternatives
4. Other related factors



## Factors Impacting District-level Alternatives

District-level alternatives for expelled students will vary from one district to another depending on such factors as:

1. District size
  - a. Larger districts may have more options than smaller districts
  - b. Smaller districts may need to rely on county-operated programs or partner with other small districts to develop viable in-district options
2. District philosophy and approach to student discipline which may include varying degrees of:
  - a. Restorative practices
  - b. Alternative means of correction
  - c. Staffing
3. Individual student academic needs and current skill levels as determined by the student's:
  - a. Grades
  - b. State standardized assessments
  - c. Formative and summative assessments
  - d. Quality of schoolwork
  - e. Other formal and informal assessments that may contribute to a better understanding of the individual student's level of academic skills
  - f. Progress on the student's Individual Education Program
4. Attendance patterns shown by the student's excused and unexcused absences and tardiness
5. Behavior in and out of the classroom
6. Communication: Student's ability to communicate and navigate through the formal and informal curriculum and culture of the school
7. Discipline: Discipline history including patterns of past disciplinary offenses and the severity of those offenses
8. Health and medical status which may include:
  - a. Health limitations
  - b. 504 accommodations if any
  - c. Drug and/or alcohol dependence or abuse
  - d. Physical limitations and/or mobility needs
9. Social/emotional well-being including:
  - a. Level of student engagement with peers
  - b. Pattern of conflicts with other students and staff
  - c. Mental Health resources and access
10. Response to instructional approaches - based on existing evidence



## Ventura County Background and Context

Ventura County covers an area of 1,843 square miles and ranks 26<sup>th</sup> in size and 12<sup>th</sup> in population among California’s 58 counties (about a population of 832,000 per US Census). It is bordered on the north by Kern County, on the west by Santa Barbara County, and on the south and east by Los Angeles County. The Pacific Ocean provides the County’s southwestern border stretching along 42 miles of coastline. There are ten incorporated cities in the County. The five cities with populations of 50,000 or more are Oxnard, Simi Valley, Thousand Oaks, Ventura, and Camarillo. Ventura is the County seat. Nineteen school districts in Ventura County (eleven elementary districts, eight unified, and one high school district) provide services to 126,942 students (2022-23 academic year). School districts range in size from the smallest, with fifty students, to the largest, with an enrollment of over 17,000 students.

**Table 1. Three-Year Ventura County Enrollment by Ethnicity**  
 Source: California Department of Education

Year	Total	African American	American Indian or Alaska Native	Asian	Filipino	Hispanic or Latino	Pacific Islander	White	Two or More Races	Not Reported
2022-23	126,942	1.2%	0.2%	4.4%	1.8%	62.5%	0.2%	26%	3.8%	0.1%
2021-22	128,227	1.2%	0.2%	4.4%	1.8%	62%	0.2%	26.6%	3.7%	0.1%
2020-21	131,481	1.2%	0.2%	4.4%	1.8%	61%	0.2%	27.6%	3.2%	0.1%

**Table 2. Ventura County 2022-23 English Learner Enrollment by Language Acquisition Status and Grade**  
 Source: California Department of Education

Grade	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
KN	11,227	65.9%	2.9%	29.6%	0.0%	1.5%
01	8,412	64.9%	3.8%	30.9%	0.3%	0.1%
02	8,731	64.3%	4.4%	30.1%	1.0%	0.2%
03	8,877	61.5%	5.7%	30.9%	1.9%	0.1%
04	8,913	60.3%	4.9%	29.9%	4.9%	0.0%
05	9,068	57.9%	2.2%	30.0%	9.8%	0.0%
06	9,233	57.4%	2.1%	23.5%	17.0%	0.1%
07	9,524	54.4%	2.3%	20.1%	23.1%	0.0%
08	9,492	54.9%	2.6%	17.1%	25.4%	0.0%
09	10,499	55.9%	2.6%	14.3%	27.1%	0.1%
10	10,717	55.8%	2.9%	12.3%	28.9%	0.1%
11	11,290	54.8%	2.9%	11.5%	30.7%	0.1%
12	10,959	56.2%	3.4%	9.6%	30.7%	0.1%

**English Learner Enrollment: California State and Ventura County Comparison**

*Source: California Department of Education*

Name	Total	English Only (EO)	Initial Fluent English Proficient (IFEP)	English Learner (EL)	Reclassified Fluent English Proficient (RFEP)	To Be Determined (TBD)
<u>Ventura County</u>	128,942	58.6%	3.2%	21.7%	16.2%	0.2%
<u>State</u>	5,852,544	60.1%	4.6%	19.0%	15.9%	0.3%

Educators in Ventura County recognize the need for a continuum of educational services for all students, including expelled students. It is important to provide support and service to the expelled student while recognizing the rights of others to be safe. Local educators also recognize the seriousness of an expulsion and are committed to applying careful thought, with an emphasis on fairness and consistency, during the decision-making process.

Educational programs in Ventura County provide many opportunities for students in need of traditional and/or alternative educational programs. Individual school districts offer a spectrum of educational alternatives, and the Ventura County Office of Education (VCOE) offers options via court and community school programs. In addition, the county’s public charter schools offer a wide variety of educational options for students in all grades K-12. Together, the local school districts and VCOE attempt to provide the needed range of services for expelled students.

## Legal References

Below are legal references that are aligned with the suspension and expulsion process. An effective plan aimed at better serving expelled students must take these changes into account in addition to relevant sections of the Education Code that are worthy of note and may assist schools and districts in their efforts to better serve students subject to expulsion. Therefore, this section highlights some of the most important legislation that may impact student suspension and expulsion.

### Suspension

1. [Education Code 48900\(k\) and 48901.1 \(SB 274, Ch. 597, Statutes of 2023\)](#)
  - a. Prohibits school administrators from suspending students for disruption of school activities or willful defiance in kindergarten through grade 5.
  - b. Prohibits, until July 1, 2029, school administrators suspending students for disruption of school activities or willful defiance in grades 6 through 12.
  - c. Prohibits the recommendation to expel a student at any grade level for disruption of school activities or willful defiance.
  - d. Provides that any employee may refer a student to school administrators for appropriate and timely in-school interventions or supports for disruption of school activities or willful defiance. Requires that the administrator, within five business days, document the actions taken in the student's records and inform the referring employee, verbally or in writing, what actions were taken and, if none, the rationale behind the inaction.
2. [Education Code 48900\(v\)](#)
  - a. Encourages school administrators to provide alternatives to suspension or expulsion, using research-based framework with strategies that improve behavioral and academic outcomes, that are age appropriate and designed to address and correct the student's specific misbehavior.
3. [Education Code 48900\(w\) \(SB 274, Ch. 597, Statutes of 2023\)](#)
  - a. Prohibits a suspension or expulsion from being imposed against a student based solely on the fact that the student is truant, tardy, or otherwise absent from school activities.
4. [Education Code 48900.5 \(AB 1165, Ch. 22, Statutes of 2023\)](#)
  - a. Encourages schools to consider certain corrective and/or supportive measures when addressing a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation.



## Expulsion

### 5. [Education Code 48915](#)

- a. Provides the reasons (*e.g.*, secondary or supplemental findings) for which a student may be expelled.
- b. Differentiates between the acts that require immediate suspension and a recommendation to expel from acts that the principal or superintendent may decide that a recommendation to expel is appropriate under the circumstances.
- c. Defines the terms “knife” and “explosive” to ensure the proper application of two of the mandatory expellable offenses: EC 48915(c)(2), brandishing a knife at another person; and EC 48915(c)(5) possession of an explosive.

## Enrollment and Transfer

### 6. [Education Code 1981](#)

- a. Details the conditions under which a county board of education may enroll students in a county community school program as follows:
  - i. Expelled from a school district for any reason other than those specified in EC 48915(a) or (c).
  - ii. Referred to a county community school by a school district as a result of the recommendation by a school attendance review board.
  - iii. On probation, with or without the supervision of a probation officer and consistent with an order of a juvenile court, who are considered to be wards of the court under WIC 601 and 602 and ordered placed pursuant to WIC 725, 729.2, and 791 of, and WIC 727(a)(2).
  - iv. When a school district of attendance has, at the request of the student’s parent, guardian, or responsible adult, approved the student’s enrollment in a county community school.

### 7. [Education Code 48201](#)

Upon a student’s transfer from one school district to another:

- a. Provides that the receiving district requests from the student’s last district of enrollment any records that it maintains or has received from law enforcement agency regarding acts committed by the transferring student that resulted in the student’s suspension or expulsion from the district.
- b. Provides that the receiving district informs any of the student’s teacher(s) of any information where the student was suspended from school or expelled from the school district and the act that resulted in that action.

8. [Education Code 48915.1](#)

For students who were expelled by a school district, and seeking to enroll in another school district while under an expulsion order for an act *other than* those described in EC 48915(a) or (c):

- a. Requires the parent, guardian, or student to inform the receiving district or the student's status at the previous district at the time of enrollment.
- b. Requires that the receiving district hold a hearing to determine whether the student poses a continuing danger either to the students or employees of the district.
  - i. The hearing and notice must be conducted in accordance with the rules and regulations governing the expulsion hearing as described in EC 48915.
  - ii. If the parent, guardian, or student did not disclose the student's status at the time of enrollment, the lack of compliance is recorded and discussed in the hearing.
  - iii. The governing board of the receiving district may consider the following options:
    - Deny enrollment.
    - Permit enrollment.
    - Permit conditional enrollment in a regular school program or another educational program.
- c. The receiving district may request information from another district regarding a recommendation for expulsion or the expulsion of an applicant for enrollment. The district receiving the request must respond to the request with all deliberate speed but must respond no later than five working days from the date of the receipt of the request.

9. [Education Code 48915.2](#)

For students who were expelled by a school district, and seeking to enroll in another school district while under an expulsion order for an act described in EC 48915(a) or (c):

- a. Provides that the student is not permitted to enroll in any other school or school district during the period of expulsion unless it is one of the following:
  - i. County community school
  - ii. Juvenile court school
  - iii. Community day school
- b. After the term of expulsion, provides that the governing board of the district must first conduct a hearing, pursuant to EC 48918, to determine that the student does not pose a danger to either the student or employees of the district. If not considered dangerous to persons, the student must either have established residence within the district or have obtained an interdistrict transfer permit in order to enroll in the district.

## Credits and Graduation Requirements

### 10. [Education Code 48645.5](#)

- a. Specifies that an LEA must accept full or partial credit for coursework satisfactorily completed by a student while attending a public school, juvenile court school, or nonpublic, nonsectarian school or agency. The coursework is transferred by means of the standard state transcript.
- b. Provides that if a student completes the graduation requirements of the school district of residence while being detained, the district of residence must issue to the student a diploma from the school the student last attended before detention; alternatively, the county superintendent of schools may issue the diploma.
- c. Prohibits a student from being denied enrollment or readmission to a public school solely on the basis that the student has had contact with the juvenile justice system, including, but not limited to:
  - i. Arrest
  - ii. Adjudication by a juvenile court
  - iii. Formal or informal supervision by a probation officer
  - iv. Detention for any length of time in a juvenile facility or enrollment in a juvenile court school

Pursuant to EC 48853.5(f)(8)(B), a student who has had contact with the juvenile justice system must be immediately enrolled in a public school.

- d. Details the requirement that if a student completes the statewide coursework requirements for graduation specified in EC 51225.3 while attending a juvenile court school, the county office of education will issue to the student a diploma of graduation and will not require the student to complete coursework or other requirements that are in addition to the statewide coursework requirements.

### 11. [Education Code 51225.1](#)

- a. Outlines the exemption from board-established coursework or other graduation requirements that are in addition to the statewide coursework requirements for foster youth, including expelled foster youth in custody, and students transferring to school districts from juvenile court schools.

## School Accountability System

### 12. [Education Code 52066](#)

- a. Details the requirements of what must be included in a County Office of Education Local Control Accountability Plan, including a provision that requires such plans to detail how the COE will coordinate services for expelled students.
- b. To view the most recent VCOE LCAP which details goals related to serving expelled students, please refer to [www.vcoe.org/School-Accountability/VCOE-LCAP](http://www.vcoe.org/School-Accountability/VCOE-LCAP).



### 13. [California School Dashboard](#)

- a. The State of California provides meaningful information to parents/guardians and educators on school and district progress. The California School Dashboard shows how schools perform on multiple measures of practice including academics, school climate and culture, college and career readiness, attendance, and student discipline.
- b. To view a local district or VCOE Dashboard, please refer to [www.caschooldashboard.org/#/Home](http://www.caschooldashboard.org/#/Home) on the CDE web page and enter the name of the educational agency you wish to view. On this page, you will also find a quick guide and tutorial video to help you understand the California School Dashboard system of accountability.
- c. It is also important to note that Gateway Community School qualifies and is designated by the California Department of Education as an Alternative Education School and, as such, will participate in the accountability model reflecting modified methods of determining performance on state-mandated areas of the Dashboard. This model is called the Dashboard Alternative School Status (DASS). For eligibility requirements related to schools participating in DASS [click here](#).

## Joint Transition Policy

### 14. [Education Code 48647](#)

- a. Encourages LEAs to enter into an MOU and create joint policies and systems, including data sharing systems, transition centers, and other joint structures that will allow for the immediate transfer of educational records, create uniform systems for calculating and awarding course credit, and allow for the immediate enrollment of pupils transferring from juvenile court schools.
- b. Details the responsibility of the county office of education and county probation department to have a joint transition planning policy that includes collaboration with relevant LEAs to:
  - i. Improve communication regarding dates of release and the educational needs of students who have had contact with the juvenile justice system
  - ii. Coordinate immediate school placement and enrollment
  - iii. Ensure that probation officers in the community have the information they need to support the return of students who are being transferred from juvenile court schools to public schools in their communities
- c. Please see attached Memorandum of Understanding between the Ventura County Office of Education and the Ventura County Probation Department herein incorporated as Appendix IV. The MOU serves as the joint policy required under Education Code 48647 (b) noted above.

## Provisions for Foster and Homeless Youth

### 15. [Education Code 48853.5](#), [48915.5](#) and [48918.1](#) ([AB 740, Ch. 400, Statutes of 2022](#))

- a. Provides that a foster child's educational rights holder, attorney, and county social worker are afforded the same rights a parent/guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information. Any notice or invitation may be made using the most cost-effective method possible (*e.g.*, email or phone call).
  - i. Specifies that the notice of the expulsion hearing must be provided to the foster youth's educational rights holder, attorney, and county social worker at least 10 calendar days before the date of the hearing.
  - ii. Specifies that when a change of placement is proposed for a foster child who is also an individual with exceptional needs, the foster youth's educational rights holder, attorney, and county social worker must be invited to participate in the individualized education program team meeting that makes a manifestation determination.
- b. Requires that the district's homeless liaison be provided notice of the expulsion hearing at least 10 calendar days before the date of the hearing if the decision to recommend expulsion is a discretionary act; if the recommendation of expulsion is required, the notice may be provided to the homeless liaison. The notice may be made using the most cost-effective method possible (*e.g.*, email or phone call).
- c. Requires that if the individual with exceptional needs is a homeless child or youth, and the LEA has proposed a change of placement due to an act for which a decision to recommend expulsion is at the discretion of the principal or the district superintendent of schools, the LEA's liaison for homeless children and youth must be invited to participate in the individualized education program team meeting that makes a manifestation determination. The invitation may be made using the most cost-effective method possible (*e.g.*, email or phone call).

## Existing School District Educational Alternatives for Expelled Students

Each school district shall ensure that instructional services are provided for students who have been recommended for expulsion and/or awaiting placement. A student whose behavior has resulted in expulsion, including a stipulated expulsion, shall be given a rehabilitation plan that is designed by the district of residence (see Appendix VI for Model Rehabilitation Plan). Student progress towards meeting the requirements of the rehabilitation plan should be monitored by the district of residence and the school of placement alike. Appropriate documentation should be maintained by the school of placement and presented to the district of residence upon a recommendation to return to the district.

The governing board of each school district will determine which educational alternatives are appropriate and available. Educational alternatives throughout Ventura County for students recommended for expulsion include, but are not limited to, the following options:

- Expulsion, suspended order, with placement on the same campus. EC 48917(a)
- Expulsion, suspended order, with placement on a different school campus within the district. EC 48917(a)
- Expulsion, suspended order, with placement in district independent study, if it is determined that independent study is an appropriate alternative for the student and the parent/guardian consents
- Expulsion, suspended order, with subsequent transfer to another district
- Expulsion with referral to a district community day school, if available
- Expulsion, suspended order, with subsequent transfer to a charter school
- Expulsion, suspended order, with subsequent transfer to private school
- Expulsion with subsequent transfer to another district
- Expulsion with subsequent transfer to a charter school
- Expulsion with subsequent transfer to a private school
- Expulsion with referral to the Ventura County Office of Education Gateway Community School Program (grades 6-12)

Note: Parents/guardians may elect to have the student enroll in a charter or private school. While charter schools are cost-free public schools, any costs associated with private schools are the responsibility of the parent/guardian. School districts will always offer a public school option for expelled students. A list of current charter schools in Ventura County can be found in Appendix III on page 44.

The Ventura County Office of Education (VCOE) is committed to providing educational services for students expelled or referred from Ventura County school districts. Educational services for expelled Ventura County students are provided through Gateway Community School. Also, expelled students in custody while awaiting adjudication or who are wards of the juvenile court serving a commitment in the Ventura County Juvenile Facility are provided educational services through Providence Court School.

## Implementation of Countywide Practices to Address the Disproportionate Number of Minority Students Who Are Suspended or Expelled in Ventura County

Student services representation from LEAs in Ventura County have contributed to the development of this section of the Ventura County Plan for Expelled Students. This section of the plan reflects the countywide practices and behavior intervention approaches used to minimize the number of suspensions and expulsions. These practices have impacted the disproportionate number of minority students being suspended and expelled by allowing students, staff, and families access to resources within the school environment and in the community to address social emotional/mental health needs, equity of resources across all demographics, access to interventions and a collaborative effort to meet the individual needs of students.

Districts throughout the County address equity issues by:

1. Participating in professional learning opportunities focusing on Diversity, Equity, Inclusion, and Belonging such as the annual countywide Equity Conference sponsored by the Ventura County Office of Education
2. Providing support through Student Assistance Programs that support students and their families in accessing countywide educational and behavioral support resources
3. Providing mental health training for counselors to support students in crisis
4. Providing Mental Health/Wellness Spaces on middle school and high school campuses. With on-campus programming and community-based partnerships, this allows students to receive coordinated health/mental health and other support services maximizing engagement and success
5. Making referrals to community agencies for student and families to have access to services such as Evening Reporting Centers operated by Probation and outside of school counseling

Additional practices that Ventura County districts implement and provide staff development are the following:

- A. **Multi-Tiered System of Support and Response to Instruction and Intervention** – Ensuring the success of all students requires meeting the needs of students, academically, behaviorally, and social-emotionally. Ventura County educators remain committed to implementing programs and interventions that will ensure all students can succeed. Resources and additional information provided by the Ventura County Office of Education, including conceptual framework for how best to view Multi-Tiered System of Support (MTSS) and Response to Intervention (RTI2), can be found [here](#). Another resource from the California Department of Education can be found [here](#). Utilizing a multi-tiered system of support and response for students provides equitable access and opportunity to California State standards. This framework provides all students access to core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students' academic, behavioral, and social success. Change and redesign of services and supports is a focus.

- B. **PBIS** – Positive Behavior Intervention and Support (PBIS) relates to a multi-tiered approach to social emotional and behavior support. The broad purpose of PBIS is to improve the effectiveness, efficiency and equity of schools and other agencies. PBIS improves social-emotional and academic outcomes for all students, including students with disabilities and students from underrepresented groups. This description is provided by, and more information can be found at: [www.pbis.org](http://www.pbis.org). Resources and additional information provided by the Ventura County Office of Education can be found [here](#).
- C. **CHAMPS** – CHAMPS is a research and evidence-based approach to Positive Behavior Intervention and Support (PBIS) designed by [Safe and Civil Schools](#). The “CHAMPS Proactive and Positive Approach to Classroom Management” leads teachers through a process of identifying and maintaining the effective aspects of their current management plan while adding and/or strengthening any missing or less-effective aspects. With an emphasis on preventing misbehavior before it occurs and a tireless focus on respectful interactions with children, CHAMPS is designed to reduce classroom disruptions and office referrals, improve classroom climate, increase student on-task behavior, and establish respectful and civil interactions. Additional information and resources offered by the Ventura County Office of Education can be found [here](#).
- D. **Restorative Practices** – Restorative Justice is an approach to school discipline that moves away from traditional punishment and provides families, schools and communities accountability and repairs the harm caused by someone’s behavior. It requires students to think about themselves and how they deal with others in their community and to work on developing healthy relationships and learning how to manage conflict in a healthy manner. It allows students to develop self-discipline and self-awareness and promote positive behavior in a caring, supportive environment. Restorative Justice is increasingly used in schools throughout Ventura County to promote positive school climates and as an alternative to suspension or expulsion. Resources and more additional information provided by the Ventura County Office of Education can be found [here](#).
- E. **Trauma Informed Care** – Traumatic stress can arise from a variety of sources: bullying at school, dramatic weather events, school shootings, and the day-to-day exposure to events such as divorce or homelessness. Children *and* adults can be affected by traumatic stress. Having the tools to manage traumatic stress empowers the members of the school community. In a trauma-informed school, the adults in the school community are prepared to recognize and respond to those who have been impacted by traumatic stress. Those adults include administrators, teachers, staff, parents, and law enforcement. In addition, students are provided with clear expectations and communication strategies to guide them through stressful situations. The goal is to not only provide tools to cope with extreme situations but to create an underlying culture of respect and support. Opportunities for professional development through VCOE for school staff throughout the year are offered. Resources and additional information provided by the Ventura County Office of Education can be found [here](#).



- F. **Instructional Support Services** – Instructional Support Services, operated through Ventura County Office of Education, provides professional learning to augment and support the learning and teaching in the educational programs and services offered by school districts, schools, and charters for multilingual learners, and families as educational partners, within Ventura County. Our purpose is to serve and support educators across roles with continuous improvement in the building of capacity, knowledge, and skillset via professional development and resources in order to foundationally build equitable and effective instructional systems for all students to thrive in our schools academically and social-emotionally for college and career pathways of their choosing. Resources and additional information provided by Ventura County Office of Education can be found [here](#).
- G. **Career Education** – The State of California has emphasized the importance of career readiness in a variety of ways including substantial funding of career pathways and career and technical education incentive grants. In addition, California’s new Accountability System includes a Career/College Readiness Indicator. Gateway Community School will continue to offer opportunities for expelled students to participate in career pathways and exploratory career education courses. Career Technical Education (CTE) courses are offered as part of the Gateway master schedule, staffed by VCOE’s teachers. CTE programs are based on state CTE Model Curriculum Standards. Students may continue their career education through participating in VCOE’s ROP Career Education Center programs for high school and out-of-school youth. Resources and additional program information provided by the Ventura County Office of Education can be found [here](#).

## Interagency Collaboration

Interagency collaboration takes place on an ongoing basis. Partners work together to ensure that the needs of the students are met. Agencies partner to support students both academically and socially. Collaboration occurs within and between the following entities:

1. [The Ventura County Student Services Collaborative \(SSC\)](#) consists of student services administrators from all districts in Ventura County. The SSC is designed to collaborate on best practices and programming for the benefit of all students. The SSC meets monthly. This group annually reviews [five-year suspension and expulsion data](#). This review includes the analysis of student subgroups and whether there are disproportionate numbers of minority students suspended and expelled. Members of the SSC then have an opportunity to share the findings with their local stakeholders and devise a plan to address the disproportionality of minority students who are suspended or expelled if needed.
2. [Juvenile Specialty Services](#)
3. [The Juvenile Detention Alternatives Initiative](#)
4. [The VCOE Special Populations Department](#) focuses on serving foster, homeless and migrant youth
5. [The Ventura County School Attendance Review Board](#)
6. The THRIVE (Truancy Habits Reduced Increases Vital Education) Project focuses on improving student attendance.
7. VC Community based agencies and public advocates including [CRLA](#) and [City Impact](#)
8. The [Ventura County Special Education Local Planning Area](#) focusing on serving the needs of students with exceptional needs.
9. The numerous collaborative efforts involving our county school districts and especially the leadership of the Superintendents.
10. Local Law Enforcement
11. [VC Probation Agency](#)
12. [VC District Attorney's Office](#)
13. [VC Public Defender's Office](#)
14. [VC Human Services Agency](#)
15. [VC Health Care Agency](#)
16. [VC Juvenile Court Judges](#) and the [JJJPC](#) (Juvenile Justice Delinquency Prevention Commission).
17. [YES Collaborative](#) (Youth, Equity and Success) mission is to promote equity and well-being for the youth in Ventura County.

Ventura County is an exceptional place to live and work and the collaborative spirit exemplified by all these agencies and their collaborative efforts are second to none. The continued excellence of our services to expelled youth will require the ongoing commitment of the entire community.

## **Rehabilitation Plans**

When students are expelled, districts complete a plan for rehabilitation. The rehabilitation plan plays a critical role in addressing each student's needs and providing services that help to prepare them to return to their district. The development and implementation of an appropriate and individualized rehabilitation plan is designed to address the student's strengths and needs and works to provide the student with an *attainable* set of goals necessary to achieve in order to return to their district (see Appendix VI for Model Rehabilitation Plan).

### **Education Code 48916**

The governing board must recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.



## Gateway Community School

### Purpose

Gateway Community School was established in 1980 by the Ventura County Office of Education. It is located in Camarillo, CA off Pleasant Valley Road at the Camarillo Airport Campus. Gateway serves students in grades 6-12. Students enrolled at Gateway generally need more intensive support services.

Gateway is committed to preparing students to be respectful, positive, productive, and proud young adults. This is a commitment that Gateway has made to its students, parents/guardians, community, and school districts. Gateway staff works collaboratively with students, parents/guardians, local public-school districts, Ventura County Probation Agency, and other community agencies to provide Gateway students with a renewed sense of educational purpose through high expectations and social emotional support.

The primary goal at Gateway is preparing students for academic success and for eligibility to return to their local public-school districts. Students who do well at Gateway may choose to stay and graduate with their high school diploma from Ventura County Office of Education.

Gateway Community School is a national visitation site recognized by [Safe & Civil Schools](#) for its successful implementation of positive behavior intervention and supports. Gateway is also fully accredited by the Western Association of Schools and Colleges (WASC).

**Table 3. Four-Year Analysis: Attendance, Enrollment, and Suspensions**

	Attendance Rate	Average Enrollment	Suspensions
2022-2023	83.42%	76	17
2021-2022	78.5%	62	17
2020-2021	80.6%	79	0
2019-2020	70.47%	93	11

### Gateway Community School: Key Characteristics

- Positive Behavior Intervention Support (PBIS):** Gateway Community School is locally and nationally recognized for its implementation of *CHAMPS*.
  - History and Awards:** A schoolwide implementation of the *CHAMPS* through the *Safe and Civil Schools* approach to positive behavior interventions and support (PBIS) is utilized at Gateway. In 2013 and 2017, the founder of *Safe and Civil Schools* designated Gateway as a national visitation school for best practices in PBIS.
  - PBIS Approaches:** Gateway utilizes the TEAM acronym to engage students in ways that are positive, proactive, and instructional. Staff participate in ongoing reflection, analysis,

and professional development to ensure fidelity of implementation. A core principle of these approaches' rests in the belief that all students at Gateway should be treated with dignity and respect.

- **T** – Structure the learning environment. All staff create an array of classroom and schoolwide routines and procedures to provide a foundation for students at Gateway. Treat people and items with respect. All staff have a routine for items used in the classroom and on campus
- **E** – Teaching expectations. Each classroom has different expectations for participation. Allowing a space for all opinions, needs and views to be shared is essential for a positive classroom environment
- **A** – All staff and students deserve to feel safe. We respect the boundaries and personal items of our peers and classroom.
- **M** – Making mistakes helps us improve. We work as a team to figure our challenges.

2. **Community Service Agencies:** Gateway Community School is proud to partner with many agencies that provide essential support to students such as:

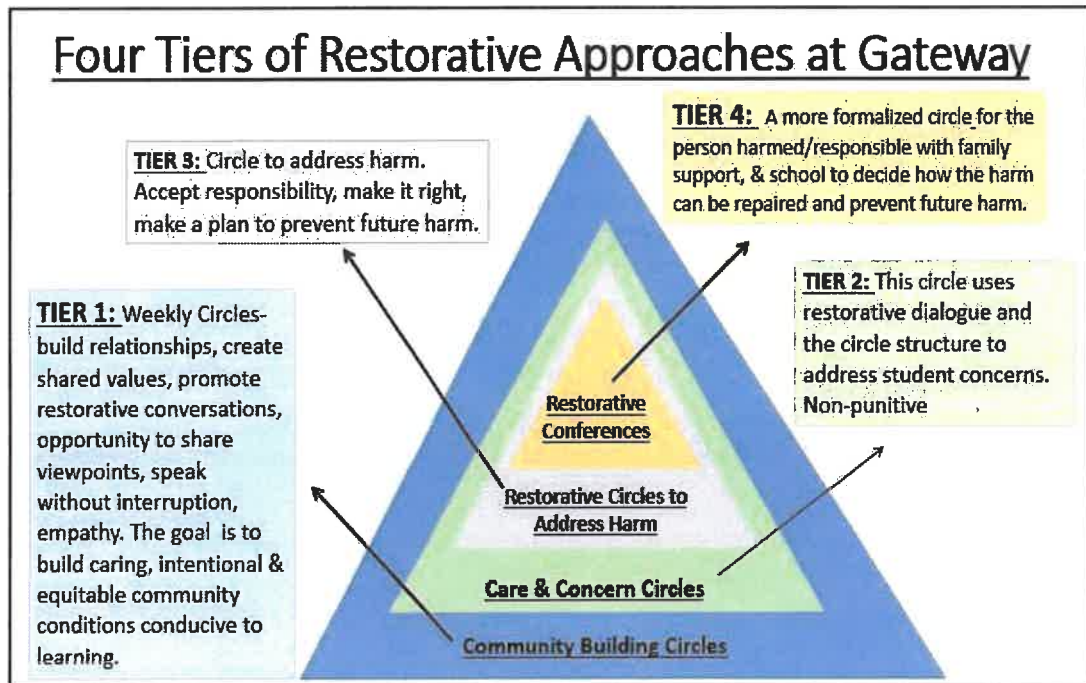
- Ventura County Probation Agency (VCPA) provides support during family engagement opportunities such as open houses and back to school nights. VCPA also provides support to staff with case management and site visits.
- Ventura County SELPA (VC SELPA) provides support for students and families. VC SELPA also provides professional development opportunities to staff and training/workshops for families.
  - Ventura County Behavioral Health (VCBH) provides support to students such as intensive social emotional and mental health support.
  - Ventura County Public Health (VCPH) provides support to protect and improve the health of students and families. Nurses participate in our School Accountability and Review Board providing resources, referrals and case management as needed.

**Table 4. Socio-emotional Services Offered to Students at Gateway Community School**

Counseling Service	Agency/Provider
Anger Management	<ul style="list-style-type: none"> <li>• Coalition for Family Harmony</li> <li>• VCOE</li> </ul>
Career Counseling	<ul style="list-style-type: none"> <li>• VCOE Career Education Center</li> <li>• VCOE College and Career Counselor</li> </ul>
Drug and Alcohol	<ul style="list-style-type: none"> <li>• Ventura County Behavioral Health</li> <li>• VCOE Comprehensive Health and Prevention</li> <li>• VCOE</li> </ul>
Grief Services	<ul style="list-style-type: none"> <li>• Livingstone Memorial</li> <li>• VCOE</li> </ul>
Health Education	<ul style="list-style-type: none"> <li>• VCOE</li> </ul>
Healthy Choices	<ul style="list-style-type: none"> <li>• Cal-Safe</li> <li>• VCOE</li> </ul>
Individual Counseling	<ul style="list-style-type: none"> <li>• VCOE</li> <li>• Ventura County Behavioral Health</li> <li>• City Impact</li> </ul>
Positive Choices	<ul style="list-style-type: none"> <li>• Ventura County SELPA</li> <li>• VCOE</li> </ul>

3. **Restorative Justice:** Gateway Community School employs a schoolwide approach to building a strong community that effectively addresses harm to others.

- Gateway uses Restorative Justice practices to effectively address harm and conflicts that have taken place on the school campus and in the community. Restorative Justice focuses on repairing the harm caused by inappropriate behavior. People who have been harmed have a say in how the person who behaved hurtfully should “make it right”. Individuals who acted wrongfully take responsibility for the hurt they have caused and take steps to repair the harm. This firm but fair approach works with disciplinary action in a more caring, healthy manner.
- Four separate tiers of Restorative Approaches have been adopted and implemented by Gateway students and staff. The graphic below describes each of the tiers and indicates a progression of need and support offered through a variety of these restorative approaches.



4. **Academics:** Gateway Community School students are offered opportunities with staff support to engage in relevant and meaningful learning.
  - Students at Gateway benefit from a small learning environment that provides the support necessary for students to succeed. On average, there are 15 students or less in each classroom. Five full-time paraeducators work inside of the classrooms to provide students with individual and group support.
  - Project-based learning is one approach that Gateway teachers utilize to create more meaningful and relevant instruction related to the California state standards. Teachers receive ongoing professional development to create units of learning that contain the following: public product, challenging question or problem, sustained inquiry, authenticity, student voice and choice, reflection, as well as critique and revision.
  - Gateway offers students essential opportunities and exposure to Career Technical Education. All students have an opportunity to participate in the nearby VCOE Career Education Center (CEC). Students can take CEC classes during the regular school day. Current and previous courses include: Autobody/Auto Paint, Manufacturing, Digital Media, and Medical Terminology. Students can also concurrently enroll in semester-long CEC courses after the Gateway school day or participate in the range of CEC summer camps offered in July.
5. **Pro-Social Activities:** Gateway Community School students participate in many activities throughout the year that bring students closer to their school and local communities.
  - Gateway Leadership Class – High school students interview and apply to participate in the Gateway Leadership Class. This group of students plans a variety of pro-social and educational experiences for the entire school, such as Red Ribbon Week. These students also engage in leadership training opportunities and field trips.
  - Intramural sports – Students compete during lunch in 3-on-3 soccer, handball, basketball, and kickball. Each year, Gateway competes with other alternative high school programs in sports activities such as basketball, flag football, and dodgeball.
  - Holidays – Students celebrate the holidays together by participating in a host of activities, including a Thanksgiving Feast, Halloween costume contest, Family Winter Wellness Night, and Valentine’s Day grams.
  - Community service – Students are regularly given opportunities to give back to and learn about their community. In the past, students have facilitated food drives or a collection of items for families during the holiday season. Students have also volunteered at the nearby animal shelter.



6. **Personal Development Course:** First period is a Personal Development course focusing on themes such as kindness, diversity, empathy, positive goal-setting, making positive choices and so forth. Teachers use Social Emotional Learning Curriculum and students have the opportunity to learn about managing their emotions, maintaining positive relationships, and having empathy towards others. This time can also be when social emotional groups are presented by the counseling team.
7. **Reset:** Reset is a dedicated program to address behavioral concerns, transform students and maintain academic integrity within our school community. It is a classroom designed as an alternative to suspension and provides students the opportunity to “reset” what is happening at school or in the community. Students access social emotional support through our counselors and outside agencies, academic support in a smaller setting, and may engage in restorative conversations. Students can be sent by a teacher or administrator for a class period, half of the day, or an entire day depending on the need of the student or situation. The goal is for a student to access what they need with direct support/instruction from the staff.
8. **Transition:** Students participate in a Transition Session staffed with a full-time teacher who acclimates new students to campus. The Transition Session includes academic assessments, campus tours, credit requirement checks, and review of schoolwide expectations. Gateway Community School is focused on providing essential support for students to successfully transition back to their home districts and into the community.
  - A full-time Induction/Transition Specialist at Gateway works to ensure the timely enrollment and return of students to their home districts. This includes working with students detained in the Juvenile Facilities, no matter the reason for their stay. The specialist conducts in-person bilingual orientations for students and families, provides ongoing communication with home districts, and regularly monitors each student’s expulsion rehabilitation.
  - Some districts regularly meet with their students who are enrolled at Gateway. During these visits, the district representative can review the students progress and receive accurate information from the Gateway staff.
  - Gateway students are regularly exposed to experiences that support their career/college readiness. In partnership with the VCOE Career Education Center (CEC), students tour local businesses or industries and participate in job fairs for various career fields. Students also tour local colleges, universities, and trade schools in Ventura and Santa Barbara County. A full-time school counselor supports seniors and their families with one-on-one assistance in applying for financial aid and college enrollment.

**Special Education Students: Academic Provisions**

Gateway has historically served students with mild/moderate disabilities. Gateway continually monitors students' IEPs, and when necessary, convenes an IEP team to discuss students who are not making significant progress on their educational goals.

The middle school is a 100% general education program and provides specialized academic (SAI) in English, Math, Science, and Social Studies via a push in model. Services are delivered by a credentialed Special Education teacher or special education paraeducator under the supervision and guidance of the Special Education teacher.

The high school offers SAI in English, Directed Studies, and Math via a special education classroom. SAI in Science and History are delivered in a general education setting via push in model with support from a credentialed Special Education teacher and/or special education paraeducator under the supervision and guidance of the Special Education teacher.

Speech and occupational therapy services are available in a small group (when applicable and appropriate) or individual sessions during the school day. (These service providers are not "housed" at Gateway and have multiple sites; therefore, they are not available on a daily or "as needed" basis).

Educationally Related Social Emotional Services (ERSES) are available from an Intensive School Based Therapist (ISBT). However, Gateway does not have "in house" ISBTs and the ISBT may not be accessible throughout the school day to the student.

***Independent Study (EC 51744 et seq.)***

The Independent Study program serves as an optional alternative instructional strategy by which students may reach curriculum objectives and fulfill graduation requirements. Independent study offers a means of individualizing the education plan for students whose needs may be best met through study outside of the regular classroom setting.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

Independent Study is a voluntary program and entails commitment by the parent/guardian and student.

***Home Instruction (5 CCR section 3051.4)***

States that a student can be placed on home instruction through an IEP team decision. If a student is placed on home instruction, the student will be unenrolled from Gateway and re-enrolled in District of Residence (DOR) during the interim period of home instruction.



## Wellness Centers

### **Mental Health Services Act (MHSA), Mental Health Student Services Act (MHSSA)**

In 2004 California voters passed the Mental Health Services Act. This is designed to expand and transform California's behavioral health system to better serve individuals with, and at risk of serious mental health issues, and their families. In 2020 a report on the Mental Health Student Services Act (MHSSA) was released. It stated that a governmental response was needed to address the growing mental health crisis among California's children using a comprehensive effort and making schools centers of wellness.

### **Wellness Centers/Spaces**

Due to the COVID-19 pandemic, districts and schools developed wellness spaces and centers on campus to address the emotional impact of returning to campus. Wellness Centers are designed to bring together services for students to access while on campus. These services can come from a variety of resources for students to have access to and are centralized right on the school site. With on-campus programming and community-based partnerships, students receive a coordinated effort in social emotional and mental health support to maximize their engagement and success. These services can be a scheduled time to come into spaces like breaks and lunch or popping in to meet with a counselor. Interventions and services can include mental health screening, intervention, counseling, education, and referrals. Interventions can also include crisis intervention and links to mental health resources, treatment, suicide intervention, dropout prevention and outreach to high-risk youth. Coordination with health, educational, and other community services promotes a concerted effort for student health and wellbeing.

The goals of the Wellness Centers include:

- Prevent mental illness from becoming severe and disabling
- Reduce risk factors that negatively affect mental health and academic success
- Improve access to school and community-based mental health services
- Create safe and supportive environments where high school students can discuss concerns and needs in a confidential and nonjudgmental space
- Create a space for peers by peers

Gateway developed a wellness team that included counselors, mental health counselors and behaviorists who revamped spaces on campus. Spaces were painted and outlined with soft and cozy furniture to hold group meetings. Social-emotional specialists have continued to offer mental health services, screening, assessments, and direct service via virtual formats.

## County and District Gaps and Strategies Regarding the Provision of Education Services to Expelled Students

### 2021-2024 Service Gaps Summary

For the 2021-2024 Ventura County Plan for Expelled Students, four gaps in services were identified. The following will discuss these identified gaps.

Identified service gap number one addressed students who refuse to attend, refuse program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This service gap continues to be a challenge. A collaborative effort continues to be made to exhaust all interventions, collaborate with districts of residence, community resources, and parents/guardians.

Identified service gap number two addressed students who were expelled due to a threat. This is no longer an identified gap. In collaboration with local LEAs, the number of students bringing weapons to campus has increased. Thus, this has been deemed as an educational service gap. Education for students and families along with resources in this area have been available.

Identified service gap number three addressed substance use and abuse among Ventura County Youth. Based on collaboration with LEA's, this continues to be a challenge on campuses and continues to be a collaborative effort for districts, community resources, and families.

Identified service gap number four addressed College and Career Readiness for students. This continues to be a gap as information, college/career fairs and FAFSA workshops, are made available to students and families. Local districts continue to strive for students graduating to have a plan, enrollment information, or career path.

### 2018-2021 Service Gaps Summary

For the 2018-2021 Ventura County Plan for Expelled Students, five gaps in services were identified. The following will discuss these identified gaps.

The identified gap in services number one addressed the ability for Ventura County to serve expelled students who refuse to attend, refuse program services, or refuse instruction such that instruction cannot occur (Education Code 48926). This gap continues to be a challenge, and Ventura County schools continue to exhaust all interventions (see pages 23-28 for a list of services provided). This service gap and interventions will continue.

The gap in services number two stated that, although scarce, Ventura County was unable to serve expelled youth from elementary school districts. This is no longer an identified gap. Local LEAs that serve elementary school students have successfully used local services to address the needs of students who have demonstrated behavior difficulties and have committed expellable offenses.

The gap in services number three also addressed elementary school expelled students, specifically students who are in fourth and fifth grades. This gap stated that these students do not have the same educational options available as expelled students in grades six to twelve. This is no longer an identified gap. Elementary districts have effectively used their local alternatives to provide services to these students.

The gap in services number four stated that districts in geographically distant areas could not refer expelled students to Gateway Community School due to transportation limitations. This is no longer a gap. In collaboration with districts, Gateway Community School successfully provides transportation to students who live in geographically distant areas.

The gap in services number five identified the need for districts to ensure that they provide translation services for students and families of the Mixteco community during the expulsion process. This is no longer an identified gap as districts ensure that translation is secured for families of the Mixteco community throughout the expulsion process. In addition, gap number five addressed the need for Gateway Community School to provide translation services for families from Mixteco communities. Gateway Community School has developed an effective system that secures Mixteco translation services as needed.

**2024-2027 Service Gaps**

Per Education Code 48926, “The plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps.” The following four gaps have been identified with respect to providing educational services to expelled students. In collaboration with Local Educational Agencies (LEAs) and Ventura County Office of Education, confirmation that many of the previously identified Gaps and Strategies are still relevant.

Service Gaps	County/District Strategies
<p><b>Service Gap #1</b></p> <p>Serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</p>	<p><b>Service Gap #1 Options</b></p> <p>Options for serving expelled students who refuse to attend or who refuse program services or instruction such that instruction cannot occur. (<a href="#">Education Code 48926</a>)</p>
<p>A student is expelled from the district under Education Code 48915 and after being accepted at Gateway Community School refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way.</p> <p>Chronic Absenteeism continues to be a gap.</p> <ul style="list-style-type: none"> <li>• Not noted in 2021</li> <li>• 54.5% noted in 2022</li> <li>• 63.3 noted in 2023</li> </ul>	<p>A collaborative effort will be made to address the underlying causes and identify additional services which will serve the student’s academic and behavioral needs. Services currently offered at Gateway will be provided to the greatest extent possible. Additional services necessary will be the responsibility of the referring district.</p> <ol style="list-style-type: none"> <li>a. The County and district will exhaust their existing options to include collaborating with partner agencies to determine an educational program that will provide the student with educational options.</li> <li>b. The district may approve additional services such as additional support staff dedicated to the student, augmented social-emotional interventions, or substance interventions beyond what is already provided at Gateway.</li> <li>c. The district may approve alternative placement such as a non-public school or camp setting with more restrictive settings.</li> <li>d. Students can apply to a charter school at no expense to the parent/guardian or to a private school where any costs would be borne by the parent/guardian. Neither the charter school nor private school is obligated to accept the student.</li> <li>e. Students will have access to wellness spaces on site with the counseling team. Referrals to community resources may be made based on the need of the student.</li> <li>f. Wellness visits may be made by Gateway staff to support students and parents/guardians transitioning to Gateway</li> </ol>

<b>Service Gap # 2</b> <b>Social-emotional needs among students who are expelled due to a weapon.</b>	<b>Service Gap #2 Options</b> <b>Options for addressing the social-emotional needs among students who are expelled due to a having a weapon on campus/brandishing a weapon.</b>
<p>There is an increase in the number of students who are expelled due to a threat.</p> <ul style="list-style-type: none"> <li>● 2023/2024 – currently 30% expelled due to weapon (knife, taser, pepper spray, crowbar, bb gun)</li> </ul>	<ol style="list-style-type: none"> <li>a. Ensure that there is a smooth transition to and from Gateway Community School. Identify district liaisons to collaborate with Gateway administration to oversee the transition process. High risk meetings may be called for the Gateway team to gather more information upon student enrollment.</li> <li>b. Provide student with social-emotional counseling as determined by each expelled student’s rehabilitation plan. Counseling options are:                             <ul style="list-style-type: none"> <li>● Individual Counseling</li> <li>● Anger Management Counseling</li> <li>● Drug and Alcohol Counseling</li> <li>● Positive Choices Counseling</li> </ul> </li> <li>c. Enroll student in a personal development class.</li> </ol>

<b>Service Gap #3</b> <b>Substance abuse among Ventura County Youth.</b>	<b>Service Gap #3 Options</b> <b>Options that address the significant amount of substance abuse among Ventura County youth.</b>
<p>There is a significant amount of substance abuse for Ventura County youth.</p>	<ol style="list-style-type: none"> <li>a. Provide students with drug and alcohol counseling, healthy choices counseling, and/or health education counseling.</li> <li>b. Make community referrals as needed.</li> <li>c. Enroll student in a personal development class.</li> <li>d. Place student in Tier 3 classroom as needed.</li> </ol>



<b>Service Gap #4</b> <b>College/Career Readiness</b>	<b>Service Gap #4 Options</b> <b>Options for College/Career Readiness</b>
<p>Per the California School Dashboard College/Career Indicator, zero percent of Gateway graduates were college/career ready in 2019 and 2018.</p> <p>Per CA Dashboard</p> <ul style="list-style-type: none"> <li>● College and Career – not reported in 2021</li> <li>● College and Career – not reported in 2022</li> <li>● College and Career – 4.5% (22 students) were placed in “prepared” for College/Career</li> </ul> <p>In the 2022-2033 school year, VCOE hired a College and Career Specialist to support students with Dual Enrollment and provide more OC/VC presentations and fieldtrips along with fieldtrips to CSUCI and CLU. Counselors have participated in 805 Industry Days to support ongoing College and Career collaboration.</p>	<p>While at Gateway Community School and prior to attending Gateway, students will:</p> <ol style="list-style-type: none"> <li>a. Enroll in A-G courses.</li> <li>b. Participate in individual college/career counseling.</li> <li>c. Participate in Get Focused, Stay Focused College and Career Readiness course.</li> <li>d. Participate in CEC classes that work towards obtaining pathway completion.</li> <li>e. Participate in presentations by local colleges and trade schools.</li> <li>f. Participate in field trips to local colleges: California State University Channel Islands, MC, OC, VC, and California Lutheran University.</li> <li>g. Participate in presentations by the California Department of Rehabilitation.</li> <li>h. Consider dual enrollment.</li> </ol> <p>Counselors will participate in 805 Industry Days to connect with Community Colleges.</p>

## County and District Agreement on Alternative Placements

### Gateway Community School: Non-Expelled Students

Gateway provides services and programming to Ventura County students in grades 6-12. Students who are expelled from their district take priority in enrollment at Gateway. Referrals of students not expelled are considered, ensuring all interventions and resources within the home district have been exhausted and utilized (See EC 1981(b)(1)(A)).

1. An expelled student's home district is required to provide educational services to the student until a student enrolls at Gateway or another educational alternative.
2. Home district should complete and submit the "Referral Recommendation Form" signed by the parent/guardian and student. This form is located at [www.vcoe.org/Gateway-Community-School/Referral-Process](http://www.vcoe.org/Gateway-Community-School/Referral-Process). In addition to the completed form, the following corresponding documents should also be sent to Gateway:
  - Documentation of prior interventions (see Appendix VII for a sample form)
  - Transcript
  - All testing records (CAASPP, ELPAC, etc.)
  - Immunization records with TDAP
  - Discipline and behavior records
  - School attendance records
  - Expulsion documents (if student is expelled)
  - Return to District Plan (Rehabilitation plan) to return to district (if student is expelled)
  - Most recent annual IEP (if student has IEP)
  - Most recent Psych Report (if student has IEP)
3. Upon receipt of the referral and corresponding documents from the home district, the school site administrator (and psychologist for special education students) will review the information.
4. Upon receipt of the completed packet, the referring school district shall be notified as soon as possible if the Gateway staff does not believe that Gateway is the appropriate setting for the student. A written explanation for the decision will be provided.
5. Upon acceptance to Gateway, the parent/guardian and student are invited to an orientation meeting at Gateway. Gateway staff will notify the district if the parent/guardian misses two enrollment appointments or is not responsive to multiple phone calls. Gateway staff and the district will then determine the next steps.
6. Upon completion of the orientation meeting and enrollment, student begins school on the following day. Student will attend Transition Class during their first week of school.

**For Special Education Students**

In addition to the previously listed steps above, home districts shall follow the provisions outlined below when referring a special education student to Gateway Community Schools. These provisions allow for the due process rights of the student and family and ensure that the expelled student is placed in an appropriate environment that can meet the student's educational needs per their IEP.

- **Referral Form: Additional Information Required**
  - The most current IEP and Triennial Review
  - The most recent Multi-Disciplinary Psychoeducational Assessment Report
  - Updated Behavioral Analysis Review Worksheet (BARW), Functional Behavior Assessment (FBA), Comprehensive Behavior Intervention Plan (CBIP) or Positive Behavior Intervention Plan (PBIP)
  - For students with social-emotional needs, social-emotional goal(s) as necessary. Other psychological, medical, educational and behavioral records, including all standardized required Statewide assessments (CAASPP and ELPAC)
  - A summary of any district interventions that have been attempted and why they were not successful
  - The name, phone number and e-mail address of the district's designated special education contact person
- **Transition IEP Meeting**
  - Once the student's referral has been reviewed and deemed appropriate by Gateway's special education team and school administration, Gateway staff contacts the student's home district to arrange an IEP meeting to discuss school placement and services
  - Gateway staff must attend the student's Transition IEP
  - If the student's IEP stipulates services or materials not available on the Gateway campus, it shall be the responsibility of the referring district to provide and or fund the identified services and materials (*e.g.*, Special Circumstances Education Services (SCES), Level 1 transportation)
  - IEP Placement meeting will be held to discuss services and programs. When developing the IEP for new placement, include the Worksheet for Specialized Out of District Program for non-expelled referrals. District of Service will be changed in SIRAS
- **Initial/Annual/Triennial Evaluations**
  - Any Student Study Team (SST) recommendation, or parent/guardian requested special education initial assessment should be completed with final determination as to whether the student is eligible for services prior to the student being referred to Gateway
  - If a triennial evaluation is due within 90 days of the student's enrollment in Gateway, the referring district is responsible for completing the assessment



- If a triennial evaluation is due beyond 90 days of the student enrollment in Gateway, VCOE is responsible for completing the assessment.
- For annual IEPs due within 30 days of entering Gateway or returning to district, every effort will be made to hold the annual IEPs within the timeline.

### **Providence Court School School for Incarcerated Youth in Ventura County Releases**

- Gateway Community School students who are released from Providence Court School will be directed by the Providence transition/induction specialist to expeditiously re-enroll in Gateway Community School.
- Upon release, students who attend Providence Court School will return to their home school/district of residence. The transition/induction specialist will ensure that a smooth transition takes place. The transition/induction specialist will communicate with the home school/district of residence, parent/guardian, and the student regarding the re-enrollment protocol.
- Per Education Code 48645.5, a student shall not be denied enrollment or readmission to a public school solely on the basis that they have had contact with the juvenile justice system, including, but not limited to: (1) arrest; (2) adjudication by a juvenile court; (3) formal or informal supervision by a probation officer; or (4) detention for any length of time in a juvenile facility or enrollment in a juvenile court school.

### **Special Education Services at Providence Court School**

- All designated special education students receive special services per their Individualized Education Program (IEP). Providence Court School staff reviews the IEP for all special education students and ensures that they receive the required services.
- The Case Manager from the home school will remain the Case Manager during the period of detention. If the student is adjudicated and receives a commitment for a term of three months or longer, the Providence staff will assume Case Manager duties at that time.

**Gateway Community School: Appeal Process**

1. The district of residence shall have the option to challenge the denial of enrollment.
2. Within five days of the denial of enrollment the district of residence shall request a review meeting with the Ventura County Office of Education Student Services administration. If the meeting between the representative of the referring district and the Student Services administration does not end in consensus, the referring school district shall have the right to appeal to the Ventura County Office of Education administration.
3. The referring school district representative and the representative of Gateway shall meet with the Ventura County Office of Education to resolve the dispute.
4. The Gateway representative shall present documentation and a rationale as to why Gateway is not the appropriate educational placement option for the student and the referring district shall have the opportunity to present evidence as to why Gateway is the appropriate placement.
5. The Ventura County Superintendent of Schools or Designee shall hear all relevant evidence and render a final decision within seven calendar days.

**Gateway Community School: Return to District Process**

The district will be provided with a 30-day notice (unless it is an emergency situation) by Gateway staff if the student is being considered for return to district for expelled students or non-expelled students.

**Expelled Students [Education Code 48916](#)**

1. The student has met the terms of the expulsion and rehabilitation plan.
2. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and to identify additional services that will serve the student's academic and behavioral needs.

**Non-Expelled Students: Involuntary Transfer Students [Education Code 1981\(b\)\(c\)](#)**

1. The student has completed middle school and is transitioning to high school.
2. The student has completed a semester following the semester when the acts leading to the referral occurred.
3. A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and to identify additional services that will serve the student's academic and behavioral needs.
4. The student has committed an expellable offense while enrolled at Gateway.

***Non-Expelled Students: Voluntary Referrals Education Code 1981(d)(2)***

1. A parent, guardian, or responsible adult of a student enrolled in a county community school pursuant to this subdivision may rescind the request for the placement, and the student shall be immediately re-enrolled in the school that the student attended at the time of the referral, or, with the consent of the parent, guardian, or responsible adult, another appropriate school.

**Special Education Students: Return to District**

When considering returning a Special Education student to a district program, Gateway and the district of residence will agree on an appropriate date and time to convene an IEP meeting. Special Education students may be returned to the district of residence if determined by the IEP team for the following examples:

***Expelled Students:***

- The expelled student has committed an expellable offense while enrolled at Gateway (Education Code 48915(c)). A manifestation determination meeting will be scheduled through the student's district of residence. District of residence will continue with the expulsion procedures/process if the IEP team agrees.
- A student is expelled from the district under Education Code 48915 and after being accepted at Gateway refuses to attend or refuses services and instruction to such a degree that the student cannot benefit from placement in any way. In such cases, a collaborative effort will be made to address the underlying causes and identify additional services which will serve the student's academic and behavioral needs.
- Expelled student has attended Gateway one semester past return to district date and is not showing sufficient progress towards the rehabilitation plan. An IEP meeting will be held with the home district to discuss matters and facilitate the return of student. Student will only be returned to the district at the start of semester if the IEP team is in agreement.

***Involuntary Transfer Students:***

- The student has completed middle school and is transitioning to high school. An IEP meeting will be held to discuss progress and possible placement recommendations.
- The student has completed a full semester at Gateway and is being recommended for possible return to district by Gateway team. This recommendation may be made if the student has passed all classes with a C or above and behavior or attendance issues have been decreased by at least 50%. An IEP meeting will be scheduled to discuss recommendations.
- The student's educational needs as defined in the IEP are not being met. An IEP meeting will be scheduled to discuss areas of need.
- The student has exhibited severe behavioral or attendance issues and Gateway interventions are not working. An IEP meeting will be scheduled to discuss areas of concern.

## Appendix I: Previous Triennial Updates

### **Ninth Triennial Update – June 2024**

Representatives from all twenty local districts in Ventura County participated in the development of the Triennial Update. This update included additional resources on middle and high school campuses such as Wellness Centers that have counselors and wellness peers supporting students. This on-campus programming and community-based partnership provides students with coordinated health/mental health and other support services to maximize student engagement and success. Services include mental health screening, intervention, counseling, education, and referrals; crisis intervention; linkages to a vast network of counseling and mental health treatment; coordination with health, educational, and other community services; suicide prevention; drop-out prevention; and outreach to high-risk youth. This update also addresses behavior intervention practices at the site and district levels and options used to: (a) minimize the number of suspensions leading to expulsions; (b) minimize the number of expulsions ordered; and (c) support students returning to their district after their expulsion has ended.

### **Eighth Triennial Update – June 2021**

The current Triennial Update includes a description of the learning continuity that Gateway Community School students have received during the COVID-19 pandemic. This update also addresses behavior intervention practices, at the site and district levels and options used to: (a) minimize the number of suspensions leading to expulsions; (b) minimize the number of expulsions ordered; and (c) support students returning to their district after their expulsion has ended. Also, a specific section was added to explain how countywide practices address the disproportionate number of minority students suspended or expelled in Ventura County.

### **Seventh Triennial Update – June 2018**

During the Fall of 2017, VCOE, local school districts and community stakeholders began the process of formulating the first major revision of the plan to serve expelled students for the first time in many years. Past revision cycles incorporated minor language changes and updated practices in isolated areas. Revisions of the seventh triennial update were driven by major changes to the law as well as emerging best practices for working with expelled students.

### **Sixth Triennial Update – June 2015**

Representatives from all twenty local school districts in Ventura County participated in the development of the triennial update. The newly formed Ventura County Student Services Collaborative met on February 11, 2015, and March 11, 2015, to revise and update the plan. Updates and revisions were made to the plan regarding the commitment of county school districts to utilize the Ventura County Office of Education Community School for placement of expelled youth as opposed to creating district operated community day schools.



A listing of all educational options currently available to expelled youth in Ventura County is contained in the new plan. District superintendents submitted a signed and dated update to the county plan that indicated either:

1. The program would continue as it has been, or
2. There would be changes to the plan (see enclosed updated forms)

The approval of the Ventura County Board of Education and submission of the plan to the superintendent of Public Instruction prior to June 30, 2015 shall satisfy requirements associated with the “county plans for provision of educational services to expelled students.” In addition, this plan shall be distributed to each district superintendent in Ventura County and uploaded onto the VCOE website.

### **Fifth Triennial Update – June 2012**

Gateway Community School operates from one central campus located at the Camarillo Airport. Gateway recently restructured to include the following programs: Transition, Independent Studies, Recovery Classroom, and Middle School. Special Education programs and specific support for English Language Learners are available at Gateway. Gateway students also have access to Career Technical Education through the VCOE Career Education Center.

### **Fourth Triennial Update – June 2009**

Gateway Community School Moved into one central campus located at the Camarillo Airport. All previously operated satellite sites were merged into the main Camarillo campus to offer a full range of services at one location. Gateway launched a program called Recovery Classroom to serve chemically dependent incarcerated minors willing to work on their recovery and educational goals.

Additional changes contained in the 2009 Triennial County Plan included the Oxnard Union High School District ceasing operations of Pacific View Community Day School in the summer of 2007. Ventura Unified School District established the Ventura Unified Community Day School in November of 2006. The Rio School District opened the Rio Community Day School in September 2008 to serve grades 6-8.

### **Third Triennial Update – June 2006**

Due to NCLB teacher certification and high school graduation requirements, plus the desire to provide a more comprehensive educational program, VCOE closed existing community school satellite sites. Per the 2006 Plan, VCOE operated two clustered campuses, located in Camarillo and Ventura.

Gateway Community School staff members have further refined the referral process guidelines to Gateway (COE-operated community schools). The referral process guidelines are contained in this document. In addition, the Ventura County SELPA, Ventura County Office of Education, and local school districts collaborated on the development of a referral process for special education students to attend Gateway. This referral process was approved by the Superintendents’ Policy Council on January 6, 2006.

Services to expelled students remain unchanged from the 2003 Plan to the 2006 Plan for all other local school districts in Ventura County.

### **Second Triennial Update – June 2003**

Four local school districts (Fillmore, Oak Park, Ocean View, and Santa Paula Elementary) submitted revised sub-plans. In addition, VCOE established four more county community school extension sites since the first Triennial update. County community school extension sites were established in the following three cities; Oxnard, Simi Valley, and Santa Paula. The expanded county community school services in Santa Paula included an additional extension campus and a mobile unit.

In 2003 the Ventura County Board of Education and VCOE took action to adopt “Providence School,” as the name of the educational facility to be housed in the new Justice Steven Z. Perren Juvenile Justice Complex. Providence School opened in March of 2004. The new Providence School encompasses the three former VCOE juvenile court schools: Marguerite McBride School, Frank A Colston School, and Work Education Restitution Competency (WERC). McBride and Colston Schools had been located in Ventura and WERC was located in Camarillo at the Camarillo Airport.

### **First Triennial Update – June 2000**

Two local districts, Oxnard Union High School and Santa Paula Elementary School District, established community day schools to expand their menu of services to expelled students. (The Santa Paula Elementary Community Day School was later closed due to financial reasons). The superintendents from the remaining local school districts indicated that their plan had remained unchanged since the original adoption of the county plan in 1997. The Ventura County Office of Education (VCOE) established three additional county community school extension sites. New community school extension sites were established in Ojai, Santa Paula, and West Ventura. Juvenile Restitution Program (JRP), a VCOE-operated juvenile court school was relocated to a larger facility at the Camarillo Airport in order to better serve a greater number of minors (the JRP was later renamed to WERC). In addition, VCOE established a community school to serve expelled students in grades K-6. However, operation of this program was discontinued in June 1999 due to lack of participation and insufficient ADA.

## Appendix II: Board Approval Record

Ventura County	First Plan	Triennial Updates								
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
School Districts	1997	2000	2003	2006	2009	2012	2015	2018	2021	2024
<b>Briggs Elementary</b>	Feb. 13	Apr. 6	Mar. 21	Apr. 10	Mar. 9	Mar. 13	Apr 22	May 9	May 12	June 5
<b>Conejo Unified</b>	Mar. 20	Apr. 18	Apr. 10	May 9	Mar. 16	Mar. 26	May 5		June 15	June 19
<b>Fillmore Unified</b>	Mar. 18	Apr. 11	May 6	Apr. 11	Apr. 21	Apr. 30	May 19	Jun. 19	May 18	June 18
<b>Hueneme Elementary</b>	May 27	Apr. 24	Apr. 22	Apr. 6	Apr. 27	Feb. 24	Apr. 24	Jun. 25	June 14	June 10
<b>Mesa Union</b>	Feb. 18	Apr. 5	Apr. 2	Apr. 17	Mar. 4	May 1	May 19		June 15	June 10
<b>Moorpark Unified</b>	Apr. 8	Apr. 6	Mar. 28	Apr. 7	Mar. 5	Mar. 5	May 19	May 22	May 11	June 18
<b>Mupu Elementary</b>	Mar. 13	Apr. 5	Mar. 31	Apr. 11	Mar. 9	Feb. 24	Apr. 16	May 16	June 16	June 6
<b>Oak Park Unified</b>	Mar. 18	Apr. 12	May 20	Apr. 7	May 1	Mar. 1	Apr. 15	May 17	June 8	June 18
<b>Ocean View</b>	Mar. 11	Apr. 13	Jun. 10	Apr. 7	Mar. 10	Feb. 24	May 12	May 8	June 8	June 25
<b>Ojai Unified</b>	Feb. 18	Apr. 6	May 8	Jun. 26	May 6	Feb. 24	May 5	Jun. 5	June 2	June 26
<b>Oxnard Elementary</b>	May 21	Apr. 10	May 27	Apr. 10	May 20	Apr. 30	May 20	Jun. 20	June 23	June 26
<b>Oxnard Union High</b>	Mar. 26	May 24	May 7	Apr. 10	May 13	May 9	May 27	April 25	May 12	June 17
<b>Pleasant Valley</b>	Apr. 3	May 5	Apr. 28	Apr. 7	Apr. 7	Feb. 24	Apr. 16	May 17	June 3	June 13
<b>Rio Elementary</b>	Mar. 27	Apr. 6	Apr. 2	Apr. 7	Jun. 4	Apr. 26	Apr. 15	May 16	May 19	June 5
<b>Santa Clara Elementary</b>	Mar. 19	Apr. 27	May 2	May 5	Mar. 4	Mar. 23	Apr. 22	May 16	May 19	June 12
<b>Santa Paula Elementary</b>	Mar. 25	Apr. 10	May 8	Apr. 13	Apr. 29	Mar. 28	N/A	N/A	N/A	N/A
<b>Santa Paula Union High</b>	Jan. 15	Apr. 7	Mar. 24	Apr. 20	Apr. 13	Mar. 23	N/A	N/A	N/A	N/A
<b>Santa Paula Unified</b>	N/A	N/A	N/A	N/A	N/A	N/A	May 6		June 9	May 22
<b>Simi Valley Unified</b>	May 6	Apr. 12	Apr. 2	Apr. 20	May 29	Mar. 26	May 12	Jun. 26	May 18	June 11
<b>Somis Union</b>	Jan. 22	Apr. 7	May 5	Apr. 7	Mar. 4	Mar. 22	Apr. 14		June 8	June 11
<b>VCOE</b>	May 27	Jun. 13	Jun. 23	Jun. 28	Jun. 22	Mar. 29	May 26	Jun. 25	May 24	May 20
<b>Ventura Unified</b>	Mar 25	Apr. 10	Mar. 24	Apr. 20	Jun. 23	Apr. 5	May 15	May 22	May 25	June 4



## Appendix III: Charter Schools Operated in Ventura County

School	Grades	Description	Address	Phone	Website
<b>ACE Charter HS</b>	9-12	Classroom-based	570 Airport Way Camarillo, CA 93010	805-437-1410	<a href="http://www.acecharterhigh.org">www.acecharterhigh.org</a>
<b>Bridges Charter</b>	K-8	Classroom-based, independent study component	1335 Calle Bouganvilla Thousand Oaks, CA 91360	805-492-3569	<a href="http://www.bridgescharter.org">www.bridgescharter.org</a>
<b>California Virtual Academies</b>	K-12	Home School / independent study	50 Moreland Rd. Simi Valley, CA 93065	805-581-0202	<a href="http://cava.k12.com">cava.k12.com</a>
<b>Camarillo Academy for Progressive Education (CAPE)</b>	K-8	Classroom-based	777 Aileen Street Camarillo, CA 93010	805-384-1415	<a href="http://www.camarillocharter.org">www.camarillocharter.org</a>
<b>Compass Charter</b>	TK-12	Independent study	850 Hampshire Rd, Ste. P. Thousand Oaks, CA 91361	855-937-4227	<a href="http://www.compasscharters.org">www.compasscharters.org</a>
<b>Golden Valley Charter</b>	TK-12	Home School / independent study	2421 Portola Rd, Suite C Ventura, CA 93003	805-642-3435	<a href="http://www.goldenvcs.org">www.goldenvcs.org</a>
<b>Ivy Tech Charter</b>	7-12	Home School / independent study	6591 Collins Dr, Suite E-4 Moorpark, CA 93021	805-222-5188	<a href="http://www.ivytechcs.org">www.ivytechcs.org</a>
<b>MATES Charter</b>	K-5	Classroom-based	2000 La Granada Drive Thousand Oaks, CA 91362	805-495-7037	<a href="http://www.matescharter.org">www.matescharter.org</a>
<b>Opportunities for Learning</b>	7-12	Independent study	2585 Cochran Street Simi Valley, CA 93065	805-577-6808	<a href="http://www.emsofl.com">www.emsofl.com</a>
<b>Options for Youth</b>	7-12	Classroom-based, independent study component	1731 E. Ventura Blvd. Oxnard, CA 93036	888-389-9992	<a href="http://www.ofy.org">www.ofy.org</a>
<b>Peak Prep Pleasant Valley</b>	K-12	Independent Study	2150 Pickwick Dr. #304 Camarillo, CA 93010	805-222-0025	<a href="http://Peak-prep.org">Peak-prep.org</a>
<b>River Oaks Charter (ROA)</b>	TK-12	Independent study	920 Hampshire Rd, Ste X Westlake Village, CA 91360	805-777-7999	<a href="http://www.riveroakscharter.com">www.riveroakscharter.com</a>
<b>Valley Oak</b>	K-12	Home School / independent study	907 El Centro Street Ojai, CA 93023	805-640-4421	<a href="http://www.valleyoakcharter.org">www.valleyoakcharter.org</a>
<b>Ventura Charter (VCS)</b>	K-8	Classroom-based, independent study component	2060 Cameron Street Ventura, CA 93002	805-648-5503	<a href="http://www.venturacharterschool.org">www.venturacharterschool.org</a>
<b>Vista Real Charter</b>	9-12	Independent study	401 S. A Street, Suite 3 Oxnard, CA 93030	805-486-5449	<a href="http://www.vrchs.org">www.vrchs.org</a>
<b>University Prep Charter (UPCS)</b>	K-8	Classroom-based	500 Temple Ave Camarillo, CA 93010	805-482-4608	<a href="http://universitychartschools.csuci.edu">universitychartschools.csuci.edu</a>



## Appendix IV: MOU – Student Transition Planning Policy

### MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND VENTURA COUNTY PROBATION DEPARTMENT RELATING TO A STUDENT TRANSITION PLANNING POLICY

#### RECITALS

**R1.** The U.S. Department of Education (“US DOE”) and U.S. Department of Justice (“US DOJ”) published “Guiding Principles for Providing High-Quality Education in Juvenile Justice Secure Care Settings” (“Guiding Principles”) in 2014.

The Guiding Principles include the following:

- I. A safe, healthy facility-wide climate that prioritizes education, provides the conditions for learning, and encourages the necessary behavioral and social support services that address the individual needs of all youths, including those with disabilities and English learners.
- II. Necessary funding to support educational opportunities for all youths within long-term secure care facilities, including those with disabilities and English learners, comparable to opportunities for peers who are not system-involved.
- III. Recruitment, employment, and retention of qualified education staff with skills relevant in juvenile justice settings who can positively impact long-term student outcomes through demonstrated abilities to create and sustain effective teaching and learning environments.
- IV. Rigorous and relevant curricula aligned with state academic and career and technical education standards that utilize instructional methods, tools, materials, and practices that promote college-and career-readiness.
- V. Formal processes and procedures – through statutes, memoranda of understanding, and practices – that ensures successful navigation across child-serving systems and smooth reentry into communities.

**R2.** California Assembly Bill 2276 (“AB 2276”) amended certain sections of the Education Code and generally requires that a student who has had contact with the juvenile justice system be immediately enrolled in a public school and that county offices of education and county probation departments have a “joint transition planning policy” that includes collaboration with relevant local educational agencies relating to students who are being released from juvenile court schools. (Legislative Counsel’s Digest)

**R3.** California Senate Bill 1111 (2014) amended and added certain sections of the Education Code relating to “county community schools” (Ch. 6.5, Part 2 of Division 1 of the Education Code, 2014).

**R4.** The Ventura County Office of Education (“VCOE”), in collaboration with the Ventura County Probation Department (“Probation”), and in consultation with all *nineteen* school districts in Ventura County, are committed to ensuring every student involved in the juvenile justice system retains access to the highest quality, personalized instructional support and service in preparation for college, career, and citizenship.

**R5.** This joint Student Transition Planning Policy specifically addresses Guiding Principle Five (V) above and is intended to ensure full compliance with AB 2276 (2014) (California Education Code Sections 48645.5, 48647, 48648, and 49069.5) and SB 1111 (2014), and as permitted by Welfare & Institutions Code section 827.

## **AGREEMENT**

### **1.0 VCOE**

VCOE agrees to:

- 1.1 Provide select Juvenile Facility Probation staff and administrators with necessary access to the VCOE Student Information System (SIS) and relevant associated systems.
- 1.2 Identify VCOE staff responsible for student/parent transition support for each of the court and community school programs operated by the VCOE ("VCOE Transition Liaison).
- 1.3 Provide relevant academic information to Probation Officers to ensure they have necessary information to support the return of pupils transitioning from juvenile court schools to public schools in their communities.
- 1.4 Maintain list of LEA contacts responsible for facilitating student enrollment and placement upon release from court school.
- 1.5 Provide list of LEA to Probation, Juvenile Court Judges, Public Defender's Office, and District Attorney's Office.
- 1.6 Provide annual and ongoing training to Local Educations Agencies relevant stakeholders of the Juvenile Justice System to include: Juvenile Court Judges, the District Attorney's Office, the Public Defenders' Office, and Probation. The goal of such training will be to increase awareness, foster collaboration and maximize compliance with AB 2276.
- 1.7 Provide information and support to parents of students enrolled in the juvenile court schools to advise them of their rights regarding re-enrollment in public schools prior to and upon release from a court school.
- 1.8 Upon the minor's release from custody and checking out of the VCOE Court School, the VCOE Transition Liaison will actively seek out and receive confirmation from the LEA's of minor's enrollment or county community school as applicable. If not enrolled, the VCOE Transition Liaison will contact the case manager Probation Officer who will provide follow up with the minor, parent, school of enrollment and VCOE Transition Liaison.
- 1.9 Provide laptops or tablets for youth and TAY students, including those enrolled in the Providence Scholars Program, to work on their assignments and software for monitoring online activities. VCOE will also provide training on the Securely monitoring system to Probation staff.
- 1.10 Within 2 hours of discovery, advise Probation of any attempted access to restricted sties by Providence Scholar students.

### **2.0 County**

County agrees as follows:

- 2.1 To identify Probation staff at each court and community school facility responsible for communicating student releases to VCOE staff.
- 2.2 No less than weekly, provide to identified School Transition Liaisons a spreadsheet that includes each youth's name, date of birth ("DOB"), court dates that could potentially lead to release and if available, anticipated release dates. School Transition Liaisons are assigned the detention facility/court school and community school and will assist the Case Manager Probation Officer with educational planning and transition

of youth into their community school or comprehensive school setting as appropriate.

2.3 All Booking staff will collect updated contact information from parents on all admissions and releases and will provide this information the VCOE staff and the case manager Probation Officer.

2.4 Prior to the release of a youth, VC Probation and VCOE staff will collaborate to complete an initial Educational Placement Plan. The Educational Plan will be created to ensure the immediate return to enrollment of a youth to a specific school upon release from a custodial setting. This plan will address the educational case plan early in the supervision process and engage the parent/guardian and the youth in an early stage to determine educational needs and appropriate educational placement upon release into the community.

2.5 Upon the minor's release from custody and checking out of the VCOE Court School, if the VCOE transition verifies to case manager probation officer that the student is not enrolled, the case manager Probation Officer will provide follow up with the minor, parent, school of enrollment and VCOE Transition Liaison.

2.6 Probation Officer will collaborate with the LEA and site personnel to provide support to ensure the minor's educational needs are being met.

2.7 Probation Officer will contact the LEA's Foster Care Liaison to address any problematic issues and ensure the transitional plan is being implemented.

2.8 Probation staff accessing VCOE technology system (SIS and monitoring tools) will have a signed VCOE Acceptable Use Policy on file with VCOE Technology Services.

2.9 Probation staff will notify VCOE of any attempted access to restricted sites by students. Probation and VCOE staff will discuss disciplinary actions to be taken by such attempt.

### **3.0 Period of Agreement – Inception and Termination Dates**

This Agreement is effective from July 1, 2021 through June 30, 2024. After the initial term, this MOA may be amended to extend its term for up to four (4) one-year periods, to run with County's fiscal year.

### **4.0 Compensation/Costs and Payment Schedule**

There is no compensation involved in the performance of this operational agreement between the Pronation and VCOE.

### **5.0 Defense and Indemnity**

#### **5.1 Claims Arising from Sole Acts or Omissions of County**

The County hereby agrees to defend and indemnify the VCOE, its governing board, officers and administrators, managers, agents and employees (hereinafter collectively referred to in this paragraph as VCOE), from any claim, action or proceeding against VCOE, arising solely out of the acts or omissions of County in the performance of this Memorandum of Agreement ("MOA"). At its sole discretion, VCOE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the County of Ventura of any obligation imposed by this MOA. VCOE shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

#### **5.2 Claims Arising from Sole Acts or Omissions of VCOE**

VCOE hereby agrees to defend and indemnify the County, its agents, officers, and employees from any claim, action or proceeding against County, arising solely out of the acts or omissions of VCOE in the performance of this MOA. At its sole discretion, County may participate at its own expense in the defense of any such claim,

action or proceeding, but such participation shall not relieve VCOE of any obligation imposed by this MOA. County shall notify VCOE promptly of any claim, action or proceeding and cooperate fully in the defense.

### 5.3 Claims Arising from Concurrent Acts or Omissions

County hereby agrees to defend itself, and VCOE hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and VCOE. In such cases, County and VCOE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.5 below.

### 5.4 Joint Defense

Notwithstanding paragraph 5.3 above, in cases where County and VCOE agree in writing to a joint defense, County and VCOE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of VCOE and County. Joint defense counsel shall be selected by mutual agreement of County and VCOE. County and VCOE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5.5 below. County and VCOE further agree that neither party may bind the other to a settlement agreement without the written consent of both County and VCOE.

### 5.5 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and VCOE may seek reimbursement and/or reallocation of defense costs, settlement payments and awards, consistent with such comparative fault.

## 6.0 Insurance Provisions

- A) VCOE is self-insured and will provide a certificate of self-insurance to Probation.
- B) County is self-insured and will provide a certificate of self-insurance to VCOE.

## 7.0 Confidentiality of Services or Work

Both parties will adhere to Welfare & Institutions Code section 827, the Family Educational Rights and Privacy Act (FERPA 20 U.S.C § 1232g), and all other applicable laws or regulations regarding juvenile confidentiality to ensure confidentiality of students' names and academic records.

## 8.0 VCOE & Probation Contact Persons' Names & Addresses

### County of Ventura

Gina Johnson, Chief Probation Officer  
800 S Victoria Ave, Ventura, CA 93009  
805-654-2106

### VCOE

Dr. César Morales, Ventura County Superintendent of Schools  
5189 Verdugo Way, Camarillo, CA 93012  
805-383-1902

## 9. Termination

This MOA may be terminated by either party with 30 days' written notice to the address shown in section 9.0, above.

**10. Final Approval**

This MOA is of no force or effect until approved by signature by the Ventura County Superintendent of Schools or the designee, the Deputy Superintendent of Fiscal and Administrative Services.

**11. Entire Agreement**

This MOA represents the entire agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOA may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this MOA to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**VENTURA COUNTY  
PROBATION AGENCY**

**VENTURA COUNTY OFFICE OF  
EDUCATION**

\_\_\_\_\_  
By (Authorized Signature)  
Gina Johnson

\_\_\_\_\_  
By (Authorized Signature)  
Dr. César Morales

Chief Probation Officer

Ventura County Superintendent of  
Schools

Title

Title

Date

Date



## Appendix V: Parental Rights and Responsibilities

1. Parental Rights and Responsibilities – [VCOE Annual Notice](#)
2. General Provisions for Parental Involvement – [Education Code 51101](#)
3. Pupil Rights and Responsibilities – [Education Code 48918](#)
  - a. Details the rights and responsibilities of students and the parent/guardian in the expulsion process.
  - b. Foster/Homeless student rights and responsibilities – [Education Code 48918.1](#)
4. Parent/Guardian Request for Waiver of Administrative Hearing

Under the California Education Code, all students recommended for expulsion are entitled to an impartial hearing. The timeline of steps taken to consider a recommendation for expulsion is also governed by the Education Code. The California School District respects and complies with the timeline and fact-finding requirements prescribed in the California Education Code.

In certain expulsion cases, students and their parents/guardians may expedite the expulsion process by waiving their right to the expulsion hearing and the timeline governing the expulsion process. When parents/guardians make such a request, an alternative process that eliminates the need for an expulsion hearing and expedites the timeline may be used. The advantages of this process include:

- Expedited placement of the student in an alternative educational program.
- Elimination of the need for the student and parent/guardian to appear before an administrative hearing panel to review the incident that led to the expulsion recommendation.

A request to waive an administrative hearing and timeline requirements can be considered when:

- The student and parent/guardian do not dispute the charges which led to the recommendation for expulsion.
- The student acknowledges responsibility for their behavior.

A request to waive the expulsion hearing will be approved when it is determined that the alternative process is in the best interest of the student and district.

A “Request for Waiver of Administrative Hearing” form must be completed, signed, and submitted to the appropriate administrator for the parent/guardian to initiate this process.

If a request for a stipulated expulsion is approved by the administrator, it will be submitted to the Local School District Board of Trustees. The parents/guardians make a knowing and voluntary waiver of their right to have an expulsion hearing and therefore:

- Waive the right to all notices and timelines required by statute, rule, or regulations;
- Waive the right to be represented by legal counsel or by a no attorney adviser at such expulsion hearing;
- Waive the right to inspect and obtain copies of documents that would have been used at the hearing;
- Waive the right to confront and question all witnesses who would have testified at the hearing;
- Waive the right to question all written evidence presented;
- Waive the right to present oral and documentary evidence on the student's behalf including witnesses; and
- Waive the right to appeal the expulsion to the county board of education.

## Appendix VI: Model Rehabilitation Plan Provided to Expelled Students

### ***Pursuant to Education Code 48916***

Name: Student Name      Grade: 10

School: Maple High School

Statutory Offense: Education Code 48900(c)

Expulsion Recommendation: Education Code 48915(b)(1)

Stipulated: Contested X

Date of Administrative Hearing: May 10, 2021

Board Approval Date: June 1, 2021

### **Background**

California Education Code 48916 requires the governing board to recommend a plan of rehabilitation for the student at the time of the expulsion order, which may include, but not be limited to, periodic review as well as assessment at the time of review for readmission. The plan may also include recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs.

In addition, the governing board is required to adopt rules and regulations establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled students for readmission. Upon completion of the readmission process, the governing board shall readmit the student, unless the governing board makes a finding that the student has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety or to other students or employees of the school district. A description of the procedure shall be made available to the student and the student's parent or guardian at the time the expulsion order is entered.

If the governing board denies the readmission of an expelled student, it must make a determination either to continue the placement of the student in the alternative educational program initially selected for the student during the period of the expulsion order or to place the student in another program that may include, but need not be limited to, serving expelled student, including placement in a county community school.

The governing board shall provide written notice to the expelled student and the student's parent or guardian describing the reasons for denying the student readmittance into the regular school district program. The written notice shall also include the determination of the educational program for the expelled student as described above. The expelled student shall enroll in that educational program unless the parent or guardian of the student elects to enroll the student in another school program. (Education Code 48915.1)

It is recognized that rehabilitation plans developed in compliance with these legal requirements, should be designed to promote the academic and social-emotional growth of the expelled student. Goals should:



1. Be tailored to each individual student's needs and strengths;
2. Be specifically related to the reasons for a student's expulsion and/or designed to directly support student success;
3. Be written in a comprehensible manner to families and translated to their preferred language;
4. Be attainable and provide motivation to the student and not present undue barriers to return to district; and,
5. Be monitored for progress by the District of Residence and Gateway Community School.

Now, therefore, the governing board of the **ABC School District** hereby lays out the following rehabilitation plan, which will include requirements for #1 and #2, as well as any and all pertinent requirements #3 through #8.

- 1. Student is hereby assigned to attend: Gateway Community School**  
Required: Typically, the referral will be Gateway unless the expulsion order is suspended and the governing board places the student at another district school site.
- 2. Date of Readmission Hearing: January 25, 2025**  
Required: Per Education Code 48916 must be included in the plan.
- 3. Academic:**  
Recommended: Consider the student's current performance and set a target that shows growth but is still attainable. Goal may include a targeted grade point average (2.0 for example) and/or a limited number of failing grades (no more than 1 F, for example), or an amount of earned academic credits per semester or year for what would be expected if a student were progressing normally towards high school graduation (30 credits per semester or 60 credits per year, for example).
- 4. Attendance:**  
Recommended: Consider the student's current attendance pattern and set a target that shows growth but is still attainable. Goal may include a targeted percentage (80%, for example) and/or a limited number of unexcused absences (no more than 5 unexcused absences, for example) or a percent of increased attendance for students with a history of very low attendance (20% increase for a student with 50% regular attendance on the year, for example). When using limited numbers of unexcused absences, districts should consider the length of the term of expulsion.
- 5. Behavioral Goals and Supports:**  
Recommended: Consider the student's current discipline/behavior record and set a target that shows growth but is still attainable. It is also common to limit the number of suspensions and specify offenses (no more than 1 suspension for fighting, drugs, or the possession of a weapon, for example).

**6. Social-Emotional Services & Supports:**

Recommended: Consider the student's current social-emotional needs related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address impulsivity or anger management, and no more than 1 conduct referral for a specific behavior, for example). When requiring specific kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**7. Substance Abuse Services and Supports:**

Recommended: Consider the student's current substance abuse record related to the expellable offense and design a plan tailored to the student's needs that allows the student to show progress but is still attainable. Goal may include a target number of counseling sessions (completion of at least 10 counseling sessions designed to address substance abuse triggers and patterns, for example). When requiring specific kinds of counseling, please be sure to incorporate the services provided at Gateway. However, if a district wishes to require students to complete services that are not provided by Gateway, the district will support the requirement.

**8. Other****a. Restorative Action:**

Consider the student's expellable offense and design a plan tailored to the needs of the student, the community, and/or those harmed. Goal may include a letter of apology, a restorative meeting with the student and staff involved, or a community service project. This goal should be developed on a case-by-case basis and should be attainable and provide motivation to the student and not present undue barriers to return to district.

**b. Community Service:**

When considering the potential benefit student may gain through community service and design a plan tailored to the student's needs that allows the student to show growth but is still attainable. Community service is not meant to be punitive but to be restorative in nature. Goal may include a target number of hours being careful to consider the length of time of the expulsion order (completion of at least 36 hours of community service for an average of two hours per week during a semester, for example). When requiring community service, please be sure to consider the locations available to the student and the availability of transportation. Age appropriateness and impact on the family should always be considered when selecting community service activities. For a list of recommended community service locations across Ventura County please go to the VCOE Student Services Collaborative webpage.

**c. Parenting:**

When considering the potential benefit, a student may gain through the parent's/guardian's involvement and design a plan tailored to the student's and family's needs that allows the student and family to access important services but is still attainable. Parent/guardian classes or family counseling is not regularly offered at Gateway, and if recommended should be provided by the District. When recommending parent/guardian training such as the Parent Project, please be sure to consider the locations available to the family and the availability of transportation. Age appropriateness and impact on the family should always be considered when recommending family involvement. Per EC 48917(a), *a parent's /guardian's refusal to participate in the rehabilitation program shall not be considered in the governing board's determination as to whether the student has satisfactorily completed the rehabilitation plan.*

**9. Evidence of Readiness for Readmission:**

The student will prepare and present a portfolio of evidence responding to these areas and others that may demonstrate the student's readiness to return to the District. This may be presented to the governing board or district staff pursuant to board policy and/or district practice. The student will be assisted in this process by the staff and administration at Gateway. Student portfolios at Gateway will include documentation of all requirements set forth in the district's rehabilitation plan. In addition, a student letter requesting readmission, student selected work samples, career and interest inventories, as well as any student certificates and awards will be included in this portfolio.

## Appendix VII: Sample Documentation of Prior Interventions

School Records Review	Interventions Attempted	Placements Attempted
College and Readiness Plan (U-CCRP) CTE Pathway/Academy: Transcript/ A-G requirements Total credits earned: _____ GPA: _____ Current Grades School Attendance 2 <sup>nd</sup> semester Math requirement met Computer Literacy met Standardized Test Scores: Math _____ English _____ Science _____ ELPAC overall score: _____ Year: _____ EL Program: EO IFEP RFEP Discipline reviewed Probation: 602 ward Employed Foster Youth McKinney-Vento AB 167, 216, 1806 qualified Migrant IEP SAI above 50% SAI below 50% Section plan 504 General Education with Accommodations: Describe or attach: Other:	Parent Conference Administrative Referral(s) (attach) Alternative Means of Correction: _____ Behavior Contract: (attach) Counseling: Academic PBSP other: _____ Peer Assistance/Mediation Referral to School Psychologist Tutoring Credit Recovery: _____ Summer School Program Adjustment Reduced Day Attendance: Letter 1 Letter 2 Letter 3 SARB meeting: 1st 2nd 3rd SARB contract SST: #1st meeting date _____ #2nd meeting date _____ #3rd meeting date _____ Other:	Adult Education Charter School _____ Independent Studies Options Middle College HS Continuation High School Gateway/Community School High School Equivalency Program Home/Hospital Teaching Independent Study Short Term Other/Previous schools:

Student areas of strength	Student areas of growth

10.24





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.24 Contract Renewal with Newsela for ELA, Science and Social Studies online learning material
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	56,295.18
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of the Newsela contract for the 2024-2025 school year.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

**Rationale:**

Newsela is an innovative way for students to build reading comprehension with non fiction that's always relevant: daily news. It features articles written at multiple levels of test complexity and quizzes to test reading comprehension. The district will renew the student licenses for the 2024-2025 school year. Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty.

Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves.

Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis.

Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

[Rio School District-Quote Q-122275 NEWSELA.pdf \(118 KB\)](#)

**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.*





Newsela Inc.  
 169 Madison Ave., #2770  
 New York, NY 10016

# Order Form

**Billing Information:**

Billing Frequency: Upfront in full  
 Payment Terms: Net 30  
 Billing Schedule: Upon license start date

**Order Form No.** Q-122275  
**Newsela Sales Rep:** Kyoko Utsumi  
**Contact Email:** kyoko.utsumi@newsela.com  
**Offer Date:** April 17, 2024  
**Expiration Date:** June 30, 2024

**To:**  
 Jarkko Myllaeri  
 Rio Del Norte  
 2500 Lobelia Dr  
 Oxnard, CA 93036-1594

Qty	Products/Services	List Price
1	Newsela	\$56,295.18
<b>Contract Total</b>		<b>\$56,295.18</b>

**\*See table above or Appendix for Product/Services details and License Dates.**

This Order Form and the Terms of Service [available here](#), which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

**Term:** The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make

use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

**Fees:** The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to [billing@newsela.com](mailto:billing@newsela.com) and including "Customer Agreement No. Q-122275" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:**

**Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
-----------------------	--------------------

## Appendix

### Products/Services Breakdown:

Qty	Product Code	Products/Services	License Dates
2	ATG016	Individual Virtual Add-On Session	07/01/24 - 06/30/25
3,953	ATG145	Newsela ELA	07/01/24 - 06/30/25
3,953	ATG148	Newsela Science	07/01/24 - 06/30/25
3,953	ATG149	Newsela Social Studies	07/01/24 - 06/30/25

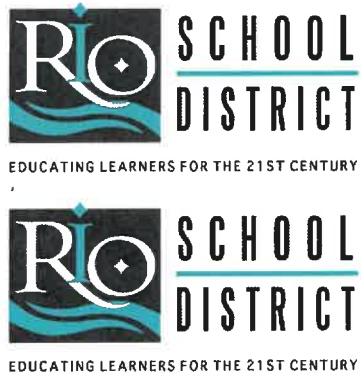
### Product/Service Breakdown Per School:

#	Schools	Products/Services	License Dates
1	RIO DEL MAR	Newsela ELA	07/01/24 - 06/30/25
2	RIO DEL MAR	Newsela Science	07/01/24 - 06/30/25
3	RIO DEL MAR	Newsela Social Studies	07/01/24 - 06/30/25
4	RIO DEL NORTE	Newsela ELA	07/01/24 - 06/30/25
5	RIO DEL NORTE	Newsela Science	07/01/24 - 06/30/25
6	RIO DEL NORTE	Newsela Social Studies	07/01/24 - 06/30/25
7	RIO DEL SOL STEAM ACADEMY	Newsela ELA	07/01/24 - 06/30/25
8	RIO DEL SOL STEAM ACADEMY	Newsela Science	07/01/24 - 06/30/25
9	RIO DEL SOL STEAM ACADEMY	Newsela Social Studies	07/01/24 - 06/30/25
10	RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela ELA	07/01/24 - 06/30/25
11	RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Science	07/01/24 - 06/30/25
12	RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Social Studies	07/01/24 - 06/30/25
13	RIO LINDO ELEMENTARY	Newsela ELA	07/01/24 - 06/30/25
14	RIO LINDO ELEMENTARY	Newsela Science	07/01/24 - 06/30/25
15	RIO LINDO ELEMENTARY	Newsela Social Studies	07/01/24 - 06/30/25
16	RIO PLAZA ELEMENTARY	Newsela ELA	07/01/24 - 06/30/25
17	RIO PLAZA ELEMENTARY	Newsela Science	07/01/24 - 06/30/25
18	RIO PLAZA ELEMENTARY	Newsela Social Studies	07/01/24 - 06/30/25
19	RIO REAL ELEMENTARY	Newsela ELA	07/01/24 - 06/30/25
20	RIO REAL ELEMENTARY	Newsela Science	07/01/24 - 06/30/25
21	RIO REAL ELEMENTARY	Newsela Social Studies	07/01/24 - 06/30/25
22	RIO ROSALES	Newsela ELA	07/01/24 - 06/30/25
23	RIO ROSALES	Newsela Science	07/01/24 - 06/30/25
24	RIO ROSALES	Newsela Social Studies	07/01/24 - 06/30/25
25	RIO SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/24 - 06/30/25
26	RIO VISTA MIDDLE SCHOOL	Newsela ELA	07/01/24 - 06/30/25
27	RIO VISTA MIDDLE SCHOOL	Newsela Science	07/01/24 - 06/30/25
28	RIO VISTA MIDDLE SCHOOL	Newsela Social Studies	07/01/24 - 06/30/25



10.25





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.25 Renewal Proposal with SeeSaw for the 2024-2025 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	27,479.64
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of the Seesaw proposal.

**Public Content**

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

**Rationale:**

This is a 1-year renewal for the K-2 grade levels. This software provides portfolio features, math and literacy lessons for teachers.

[seesaw proposal 2024-25.pdf \(340 KB\)](#)

**Administrative Content**

**Executive Content**

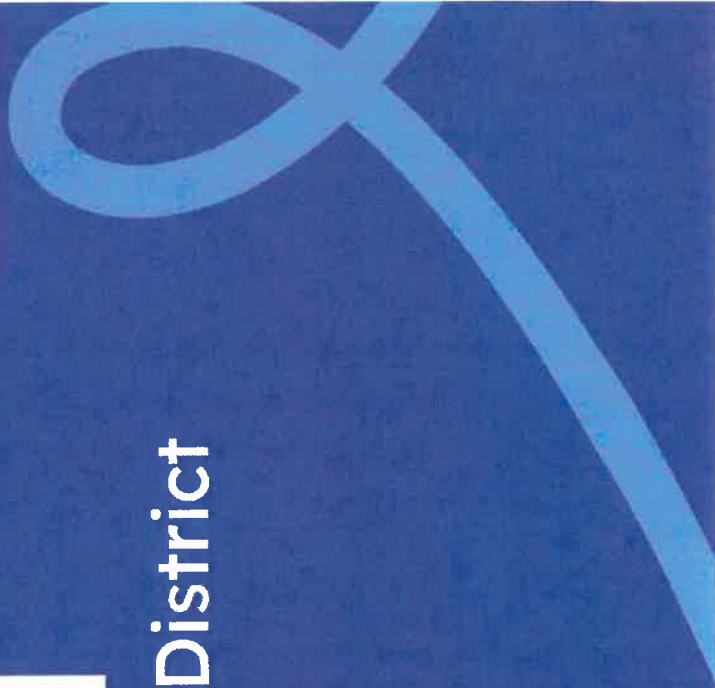
*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these 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.*



# Pricing Proposal

Prepared for Rio Elementary School District

Seesaw



# Pricing for Rio Elementary School District with Unlimited Access for all Elementary Schools

\$

<b>1 Year (2024-2025)</b>	
List Price:	\$29,548.00
Discount:	-\$2,068.36
<b>Total:</b>	<b>\$27,479.64</b>

**Proposed Professional Development:**

Three Session Bundle (\*virtual, each session is 60 minutes) + In-person half day (3 hours)

<b>1 Year (2024-2025)</b> <i>with Professional Development</i>	
List Price:	\$29,548.00
Discount:	-\$2,068.36
<b>Seesaw:</b>	<b>\$27,479.64</b>
Professional Learning Services:	\$4,850.00
<b>Total:</b>	<b>\$32,329.64</b>

<b>3 Years (2024-2027)</b>	
List Price:	\$29,548.00
Discount:	-\$2,068.36
Multi-year discount:	-\$866.44
<b>Total:</b> (even payment per year)	<b>\$26,593.20</b>

This is a draft proposal and not a formal quote. Proposal valid until 5/30/2024. Upon receipt of formal quote, this proposal will become invalid.

# What is new with Seesaw Instruction & Insights?

1

## Premium Instructional Tools & Curriculum

- Expanded multimodal tools and assessment features
- Continued access to Seesaw's Computer Science curriculum
- Ability to purchase new curriculum add ons
  - Early Literacy
  - English Language Development

2

## Learning Insights to measure student performance on standards

- Tag and report on all assignments to district/state standards
- Measure student performance on standards
- School and district level dashboards reporting on student learning

3

## Curriculum Curation & Alignment tools

- Curation & organization functionality in a new School & District Library
- Alignments to your core curriculum (included) and scope and sequence (service for purchase)

4

## Administrator Controls & Integrations for Streamlined Implementation

- Usage & engagement dashboard
- LMS integrations (Canvas\*, Schoology\*)
- Content controls
- District settings
- Microsoft & Okta SSO



# District Engagement Dashboard

The Engagement Dashboard will allow admins to better understand usage on Seesaw.

← District Analytics

Engagement

## Engagement

Export Data Current school year ▾

### Your District at a Glance

Learning Insights



148

Teachers

+13% in 30 days



2,873

Students

+13% in 30 days



3,624

Families

+13% in 30 days



8,620

Student Posts

+13% in 30 days

Feature in development and subject to change

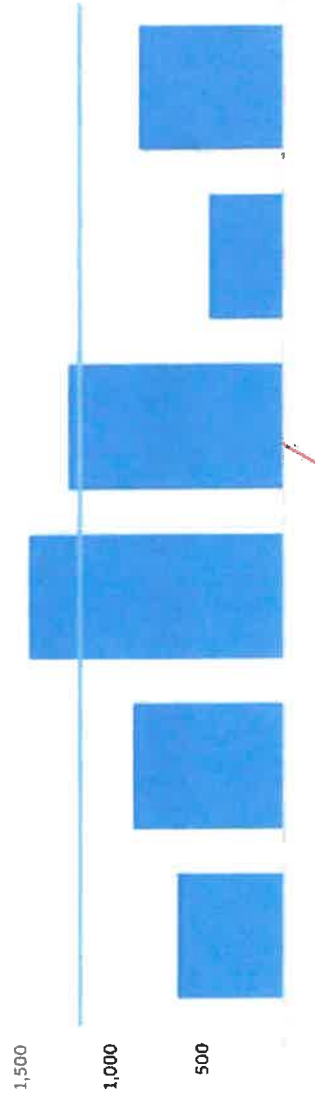


Questions? Your CSM is here to help you.

You're Customer Support Manager is Desiree Williams. You can reach Desiree at [desiree@seesaw.me](mailto:desiree@seesaw.me).

### Student Posts Created by Month

Student posts appear in a student's journal when a student responds to an activity or when a post is added to the journal by a teacher. If one student responds to 3 activities, that would count as 3.





# District Learning Insights

**The Learning Insights dashboard will allow admins to better understand how students are performing on standards.**

← District Analytics

🔊 Engagement

🔍 Learning Insights

## Learning Insights

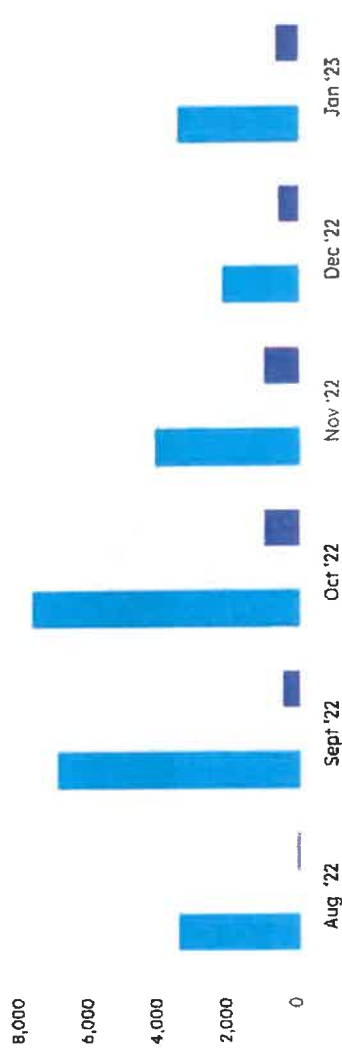
Export Data Current school year ▾

**Standards-aligned Learning at a Glance**  
Learn how to improve standards-aligned learning in your district.



Standards Tagged Posts ①    Rated Posts ①    Posts Rated 3+ ①

## Student Posts with Standards by Month



Questions? Your CSM is here to help.

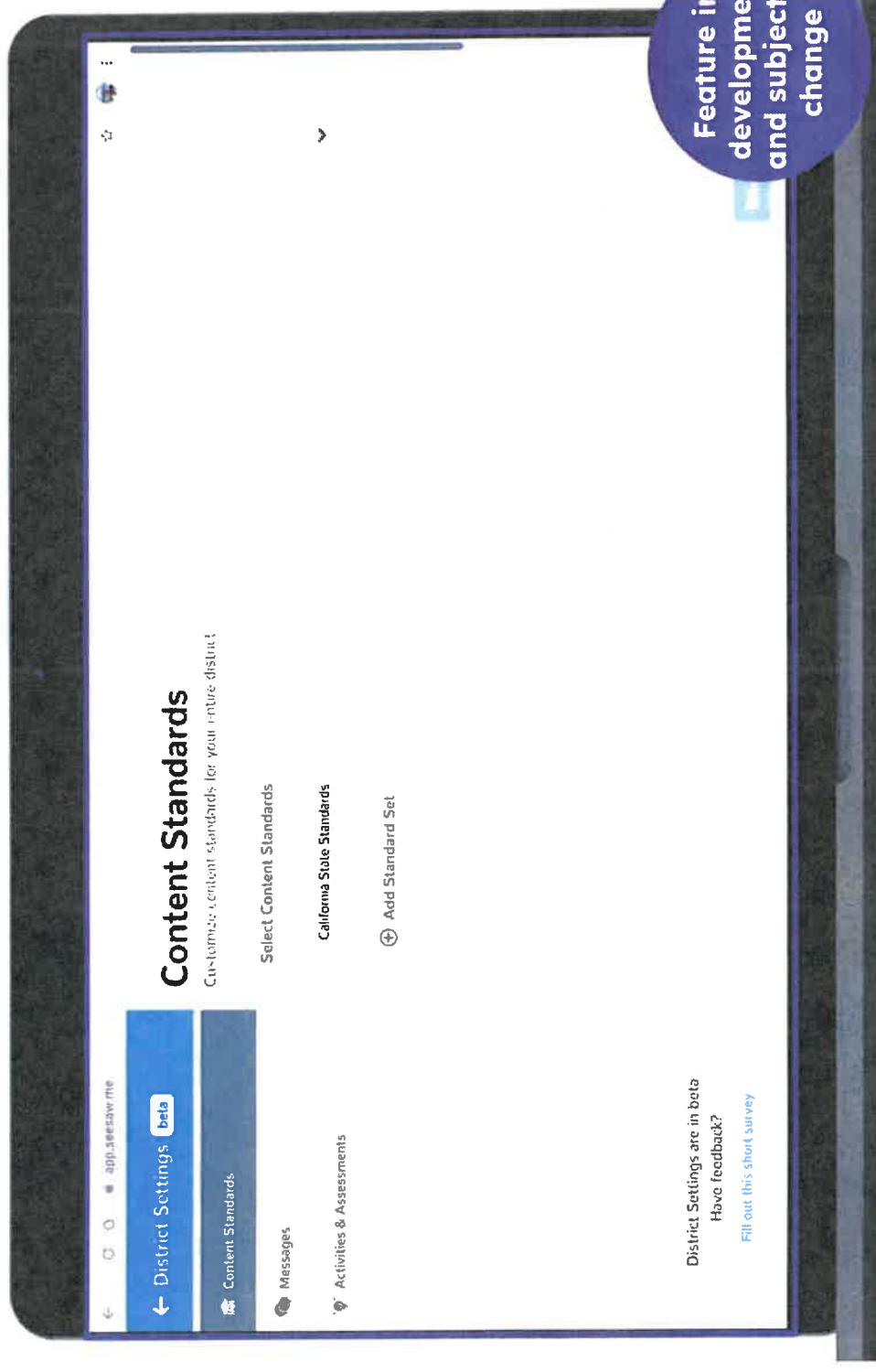
Your Customer Support Manager is Desiree Williams. You can reach Desiree at [desiree@seesaw.me](mailto:desiree@seesaw.me).

**Feature in development and subject to change**



# Sitewide Standards

- **District Settings**
  - Choose which standard sets teachers in your district should use with Seesaw
  - We'll suggest standard sets based on your district's location



Feature in development and subject to change

10.26







### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.26 Renewal of Developing Mathematical Thinking Institute (DMTI) Agreement for the 2024-2025 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	197,940.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of the DMTI agreement for the 2024-2025 school year.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

#### Rationale:

DMTI will provide 84 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. 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.

[DMTI Contract for Services - 2024-2025 \(1\).pdf \(227 KB\)](#)

### Administrative Content

**Executive Content**

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### CONTRACT FOR SERVICES

This Agreement is made between Rio School District (Client) with a principal place of business at 1800 Solar Dr. 3<sup>rd</sup> Floor, Oxnard, CA 93030, and DMTI Inc. (Contractor) with a principal place of business at 6006 N. Duxbury Pier Ave., Garden City ID 83714. This Agreement will become effective on July 1, 2024, and will end no later than June 30, 2025.

#### SERVICES

DMTI Inc. agrees to perform the following services:

Services
<p><b>Professional Development (2024 – 2025)</b> (see below for more details)</p> <ul style="list-style-type: none"> <li>● Summer Professional Development (6 days)                             <ul style="list-style-type: none"> <li>▪ 2 groups for 2.5 days – Workshops (~50 teachers) – August</li> <li>▪ Embedded Professional Development (84 days)                                     <ul style="list-style-type: none"> <li>▪ 5.5 pairs of days (11 total) for each of 7 schools</li> </ul> </li> </ul> </li> </ul>
<p><b>Curricular Resources (2024-2025)</b></p> <p><b>Access to</b></p> <ul style="list-style-type: none"> <li>● Unit Curriculum Maps (K-6)</li> <li>● Unit Overviews (K-6)</li> <li>● Unit Common Assessments (K-6)</li> <li>● Unit Curricular Modules and Videos(K-6)</li> <li>● PMA (K-2 screener and diagnostic) and Targeted Activities</li> <li>● IMA (3-6 diagnostic) and Targeted Activities</li> <li>● Video Tutorials, Supplemental Materials, and Varied Practice Sheets</li> </ul>

## PAYMENT

Considering the above services to be performed by DMTI Inc., the Client agrees to pay \$197,940 for 5 professional days in August, 77 embedded professional development days in the fall and spring, and access to curricular resources for 2024-2025. All travel costs are included.

DMTI will submit the following invoices:

\$98,970 in August 2024

\$98,970 in January 2025

## PROFESSIONAL DEVELOPMENT SERVICES

Attending DMTI's professional development and implementing their curricular resources have the following benefits:

- 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.

### Summer 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 know the language, models, mathematics, and instructional practices needed for upcoming units 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 can supplement other curricular resources.

**Observation, Co-teaching, and Feedback:** These meetings will include grade level/band teachers, instructional coaches, and principals. One teacher with a DMTI math specialist will lead the lesson based on day one's discussion and lesson planning. The other grade-level teachers, instructional coaches, and principals will take specific notes on what and how the teacher conducts 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.

### Costs (2024-2025)

Rio School District						
	Amount	Days	Schools	Costs	Notes	Days
Summer PD	\$2,400	2.5	2	\$12,000	2.5 day workshop for (K-2) and (3-5)	5
Embedded PD	\$2,400	11	1	\$26,400	Rio del Mar	11
Embedded PD	\$2,400	11	1	\$26,400	Rio Rosales	11
Embedded PD	\$2,400	11	1	\$26,400	Rio Plaza	11
Embedded PD	\$2,400	11	1	\$26,400	Rio Lindo	11
Embedded PD	\$2,400	11	1	\$26,400	Rio del Sol	11
Embedded PD	\$2,400	11	1	\$26,400	Rio del Norte	11
Embedded PD	\$2,400	11	1	\$26,400	Rio del Real	11
Zoom PD	\$1,000				Zoom (1 day/month - all grades)	
Curriculum	\$9,600		7	\$0	In price with contract	
<b>Classrooms</b>						
PMA +	\$250	120		\$0	In price with contract	
IMA +	\$250	120		\$0	In price with contract	
<b>Teachers</b>						
Classroom						
Fluency Apps	\$50			\$0		
Workbooks	\$19	60		\$1,140		
Math Packs	\$90					
				\$197,940		82

### 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:

  
\_\_\_\_\_  
Jonathan Brendefur, PhD, CEO

5/16/2024



10.27





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.27 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services for 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of First 5 Ventura County agreement for 24/25.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

#### Rationale:

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

Since 2021-2022, First 5 served 46 families and children through age 5 through educational programs and services.

[Rio SD & F5VC NfL lease agreement 24-25 \(2\).pdf \(284 KB\)](#)

### Administrative Content

### Executive Content

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

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** ("Lease"), is entered as of the 1st day of July, 2024, by and between Rio School District ("Landlord"), and the Children and Families First Commission of Ventura County, known as First 5 Ventura County, ("Tenant") an independent governmental entity, for operation of the Neighborhoods for Learning program (hereinafter referred to as "Program").

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

Classroom/Space:

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

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

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

2. Term.

(a) The term of this Lease is twelve (12) months, commencing July 1, 2024 and ending June 30, 2025.

(b) Notwithstanding the foregoing Section 2(a), Tenant or Landlord may terminate this Lease at any time by delivering written notice to the other party no less than ninety (90) days prior to the effective date of such termination. In the event of termination of this Lease in accordance with this Section 2(b), any rent prepaid by Tenant will be prorated by Landlord and that portion applicable to any period subsequent to the effective date of termination will be returned to Tenant.

3. Rent; Facilities Use Fee. Tenant shall pay to Landlord a facility use fee for the property leased of \$1,601.40 per month as follows:

	2023-24	Change	2024-25	Comments
Exclusive Use SF	1144		1144	
Per Exclusive U SF	\$ 0.79	4%	\$0.819	<a href="https://drive.google.com/file/d/16oRiMZb5-9uRRCpI0HhpT0Rr2ILYahhK/view?usp=sharing">https://drive.google.com/file/d/16oRiMZb5-9uRRCpI0HhpT0Rr2ILYahhK/view?usp=sharing</a>
Exclusive Use Rent	\$903.76		\$936.94	
Shared Space Rent	\$100.8	4%	\$104.832	
Janitorial Shared Cost	\$260.4	4%	\$270.816	2024-25, District will increase salaries by 4%
Utilities Shared Cost	\$277.704	4%	\$288.8122	
Grant Total Monthly Rent	\$1,542.66		\$1,601.40	

Monthly facility use fee is comprised of \$936.94 for the exclusive use space (1,144 square feet at \$.82 per square foot), \$104.83 for the shared usage space, \$288.81 for Tenant's proportional share of utilities as set forth in Paragraph 11(a), and \$270.82 for Tenant's proportional share of janitorial services as set forth in Paragraph 11(b). Tenant shall send the rent payments to landlord on a monthly basis payable before the 5<sup>th</sup> of each month.

Landlord has the right to increase the rent every year for no more than the Consumer Price Index as published by the US Department of Labor - Los Angeles - Long Beach - Anaheim, CA for the 12-month preceding the lease period start date. Based on the CPI for the Los Angeles area over the last 12 months, the average increase is 4.0%.

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

9. Parking. Parking is based on a first-come first-serve basis. Tenant is entitled to use unreserved vehicle parking spaces located at the Site. Parking spaces are to be kept clean. No overnight parking is permitted.
10. Insurance. Tenant's personal property, fixtures, equipment, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant shall carry its own property insurance to protect Tenant from any such loss. Tenant will be 100% covered before moving into premises and will provide Landlord with a certificate of insurance establishing Tenant's compliance prior to moving into premises. In addition, Tenant shall carry liability insurance in an amount not less than \$1,000,000.00. Tenant's liability insurance shall name Landlord as additional insured. Prior to occupancy the Tenant shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00. Both Landlord and Tenant release each other, and waive their respective rights to subrogate against each other, for loss or damage covered by insurance during the term of the agreement.
11. Utilities; Janitorial.
- (a) Utilities are pro-rated by square feet. Landlord shall provide for water, sewer, and electrical utilities on the premises unless otherwise negotiated. Tenant shall pay to Landlord the amount set forth in Paragraph 3 for the tenant's share of utilities. Landlord shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines serving the Premises and shall continue the connections and service thereof during the term of this Lease or any extension thereof.
- (b) Janitorial services shall be provided by Landlord daily during the term of this Lease. Landlord shall provide janitorial/custodial services at the amount set forth in Paragraph 3 for approximately one hour a day, 3 times a week occurring after 5:00 p.m. if possible. Services shall include wiping down surfaces, vacuuming, and collection of all trash and rubbish material. Tenant shall supply proper containers for trash.

Maintenance Subject to the following sentence, Landlord shall provide custodial services set forth in Paragraph 11b. Tenant will maintain the exclusive use space in a clean and orderly condition, free of all litter, garbage, debris and refuse, including keeping glass, windows and doors in operable and safe condition. Landlord, at its sole cost, shall maintain the electrical, heating, ventilation, air conditioning, plumbing, roof, foundation, exterior walls, and other common areas at the Site, Tenant shall be responsible for any maintenance which may be required by reason

of neglect or misconduct of Tenant, its agents, servants, employees, invitees or contractors.

- (c) Entry by Landlord. Landlord may enter upon the classroom portion of the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and cleaning and making such repairs as Landlord is obligated to make provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises.
12. Subletting and Assignment. Tenant shall not sublet or assign or transfer this Lease or any interest in it without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer or encumbrance of the Premises is null and void, and, at the option of Landlord, terminates this Lease. No sublease, assignment or transfer of this Lease shall relieve Tenant with respect to any liabilities and obligations hereunder. The consent by Landlord to an assignment hereunder shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment.
13. Damage to Premises or Lack of Access Due to Construction. If the Premises is damaged or destroyed by any cause not the fault of Tenant, Landlord shall have the right, at Landlord's sole cost and expense to repair it, and the rent payable under this Lease shall be abated for the time and to the extent Tenant is prevented from occupying the Premises in its entirety. Notwithstanding the foregoing, if the Premises is damaged or destroyed and Landlord elects not to repair it or repair of the damage or destruction cannot be completed within 90 days: (i) Landlord may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Tenant thirty (30) days' written notice of termination; or (ii) Tenant may terminate this Lease by giving Landlord thirty (30) days' written notice of termination. Tenant recognizes that during summer recess periods (approximately June to August) the Landlord may need to complete facility repairs and infrastructure replacement that may render the premises unfit for occupation for the duration of the construction. As of the date of this Contract, no Construction or Renovation projects are in the foreseeable future at this location. For any period of time for which the Tenant has a lack of access due to construction, the Landlord shall abate the rent. Landlord will provide the Tenant as much notice as possible of anticipated construction.
14. Hazardous Materials. Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are a part.
15. Tenant's Obligations Upon Vacating Premises. Upon termination of this Lease, in addition to any obligations imposed by Section 8, Tenant shall: (i) give Landlord copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage areas; and (iv) deliver the Premises to Landlord in the same condition as referenced in Section 7, ordinary wear and tear excepted.



16. Indemnification. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, employees, board members and contractors harmless from all claims, disputes, liability, litigation, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or related to Tenant's use, occupation or maintenance of the Premises. Landlord shall indemnify, defend and hold Tenant harmless from all Losses arising out of the sole negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors.
17. Attorneys' Fees. In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.
18. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the subject matter hereof and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
19. Amendment. This Lease may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Executive Director of the Tenant and by the Superintendent or designee of the Landlord.
20. Partial Invalidity. If any term, covenant, condition or provision of this Lease is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
21. Interpretation; Headings. Section headings in this Lease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease. Time is of the essence in this Lease.
22. Waiver. No waiver by Landlord or Tenant of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the parties be construed so as to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other of any term, covenant or condition hereof.
23. Building Hours: Normal Business Hours 7:00 A.M. to 7:00 P.M. Monday-Friday. The building shall be closed on observed holidays unless other arrangements are requested in writing by Tenant. Please see attached list of Rio School District Holidays.
24. Prior to taking possession of premises, Tenant will provide the First 5 Ventura County Safety Procedures including all COVID related protocols.
25. Notices and Payments. All notices required by this Lease shall be in writing and all notices and payments shall be made as follows:

If to Landlord:

Rio School District  
1800 Solar Drive, 3<sup>rd</sup> Floor  
Oxnard, CA 93030  
Attention: Wael Saleh

If to Tenant:

First 5 Ventura County  
1363 Dolon St Suite 10  
Ventura, CA 93003  
Attention: Petra Puls, Executive Director

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

**RIO SCHOOL DISTRICT**

By: \_\_\_\_\_ )

Name: Wael Saleh, MBA, CPA

Title: Assistant Superintendent

"LANDLORD"

**FIRST FIVE VENTURA COUNTY**

By:  \_\_\_\_\_

Name: Petra Puls

Title: Executive Director

"TENANT"

10.28





### Agenda Item Details

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.28 Renewal of 200 Google Voice licenses
Access	Public
Type	Action (Consent)
Preferred Date	Jun 05, 2024
Absolute Date	Jun 30, 2024
Fiscal Impact	Yes
Dollar Amount	30,936.00
Budgeted	Yes
Budget Source	LCAP / LCFF
Recommended Action	Staff recommends renewing 200 annual Google Voice licenses for teachers and staff.

### Public Content

Speaker: Jarkko Myllari

Rationale: To efficiently communicate with the parent community, faculty, and other staff, teachers and staff need a streamlined way to make and receive calls using their computer. Google Voice provides each user a phone number they can share publicly. It allows them to manage call routing (including forwarding to email), voicemail (with automatic transcription from EN and SP), and texting with their rioschools.org account.

[Voice renewal .pdf \(41 KB\)](#)

### 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.*



CDW Education  
75 Remittance Drive, Suite 1515  
Chicago, IL 60675

**Prepared For**  
Rio School District  
1800 Solar Dr  
3rd FL  
Oxnard, CA 93030

**Estimate Date**  
05/23/2024

**Estimate Number**  
0046550

Description	Rate	Qty	Line Total
<b>GOO-VRF-0000</b> Google Voice Regulatory Fees - Annual Cost (Billed Monthly): Google Voice Regulatory Fees Licensed Domains: rioshcools.org,rioschools.org	\$34.68	200	\$6,936.00
<b>GOO-VOI-0026</b> Google Voice User Licenses 1-999: Google Voice User Licenses 200.0 license(s) billed monthly for 12 months at \$10.0/license/month (200.0 x 12 x 10.0 = \$24000) Licensed Domains: rioshcools.org,rioschools.org	\$120.00	200	\$24,000.00
		<b>Subtotal</b>	30,936.00
		<b>Tax</b>	0.00
		<b>Estimate Total (USD)</b>	<b>\$30,936.00</b>

**Notes**

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Our estimates show the total estimated annual cost of these licenses, but you will be invoiced monthly for the actual utilization of this service.

If you're already a voice customer and would like to suspend or cancel service at this time, please contact us at [voice@amplifiedit.com](mailto:voice@amplifiedit.com)

As a reminder, Voice billing reflects the number of active licenses being utilized. You can control the number of active user licenses under the billing section of the Voice Admin console.

Please don't hesitate to reach out to [voice@amplifiedit.com](mailto:voice@amplifiedit.com) directly if you have questions or concerns.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

**Terms**

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>

Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>

Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to [cdwg@amplifiedit.com](mailto:cdwg@amplifiedit.com) or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

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10.29





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.29 Alludo professional development platform renewal
Access	Public
Type	Action (Consent)
Preferred Date	Jun 05, 2024
Absolute Date	Jul 01, 2024
Fiscal Impact	Yes
Dollar Amount	72,000.00
Budgeted	Yes
Budget Source	LCAP/LCFF
Recommended Action	Staff recommends renewing the contract with Alludo for a 3-year contract period.

**Public Content**

Speaker: Jarkko Myllari

Rationale: Since 2015, Rio has used Alludo to organize and distribute professional learning resources. The 3-year contract is needed to secure the continuation of P.A.D.D.L.E, which is the professional learning game for staff, the use and access to the Rio Student Tech digital citizenship materials, and staff access to other professional development resources, including learning activities on Q/SIS and a variety of tools and programs available to Rio staff (see Google WOrkspace for Education, Canva, etc.). The 3-year contract also locks down the current price point with a discount. Once approved, the contract also allows the centralization of staff onboarding materials such as those of the New Teacher Institute.

[Rio Schools Alludo Renewal Quote 2024.25.pdf \(86 KB\)](#)

**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.*



**Alludo Software Licensing and Services Quote**  
**Rio Schools**  
**April 30, 2024**

## Licensing

License	Description
<b>Alludo Managed Licenses</b>	<ul style="list-style-type: none"> <li>● Annual seat license per learner</li> <li>● Unlimited courses, content, multi-learning activities and badges</li> <li>● Sender email integration with district/school</li> <li>● Alludo Community Catalog for administrators</li> <li>● Alludo Analytics for individual, site, district and content reporting</li> <li>● Digital/open badge platform in a downloadable file format</li> <li>● Alludo Rewards incentive management system</li> <li>● Managed approving and review of learner evidence to ensure the learners are meeting the criteria for training.</li> <li>● 24-hour review response time, M-F</li> </ul>

## Service Package

Services	Description
<b>Client Success Package</b>	<ul style="list-style-type: none"> <li>● Establish program goals for adoption and engagement by course, user audience, sites and/or departments</li> <li>● Conduct administrator and user surveys for learning and engagement.</li> <li>● Identify content areas of focus for promotion by learners, sites, calendar of events and district initiatives.</li> <li>● Define incentive program strategy for learner engagement and achievement recognition. Outline budget, associated reward items and incentives for distribution.</li> <li>● Schedule regular outreach communication to learners, administrators, and site coordinators.</li> <li>● Establish and manage program engagement strategy:             <ul style="list-style-type: none"> <li>○ Content promotion and learner recognition program</li> <li>○ Messaging and collaboration campaign</li> <li>○ Site-based and user based competitions and campaigns</li> <li>○ Ongoing user surveys for content expansion</li> </ul> </li> <li>● User management: site and department changes, new accounts and inactive user accounts</li> <li>● Analysis of learner responses to identify gaps in learning, areas for additional support or expanded training.</li> <li>● Program meeting to review analytics against established goals</li> <li>● User and administrator help desk support for customer success</li> <li>● Course content management             <ul style="list-style-type: none"> <li>● Additional custom content creation</li> <li>● Subscribed content updates and additions of new subscribed content</li> </ul> </li> <li>● ROI reporting analytics for site and district leadership</li> </ul>

## 1 Year Pricing

Software/ Service	Term	Number of Users	Price Per User	Cost
Alludo Software Licenses	7/1/2024-6/30/2025	300	\$35/user	\$10,500
Client Success Package	7/1/2024-6/30/2025	NA	NA	\$15,000
<b>TOTAL</b>				<b>\$25,500</b>

## 3 Year Pricing

Software/ Service	Term	Number of Users	Price Per User	Cost
Alludo Software Licenses	7/1/2024-6/30/2027	300	\$30/user Discounted for 3-year term	\$27,000
Client Success Package	7/1/2024-6/30/2027	NA	NA	\$45,000
<b>TOTAL</b>				<b>\$72,000</b>





10.30





**Agenda Item Details**

Meeting	Jun 05, 2024 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.30 Approval of the May Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval of the June Personnel Report

**Public Content**

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent School and System Improvement

Rationale:

Staff recommends approval of the June Personnel Report.

[Personnel June 5, 2024.pdf \(90 KB\)](#)

**Administrative Content**

**Executive Content**

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**RIO SCHOOL DISTRICT PERSONNEL REPORT**  
**Personnel Changes for April 17 - May 8, 2024**  
**Board Meeting June 5, 2024**

**Certificated Personnel Report**

***Certificated Summer Employment Teacher on Special Assignment TOSA:***

- Lisa Casta  
Kinder Jump Start, July 8 - August 2, 4 hours
- Teodora Juarez  
Kinder Jump Start, July 8 - August 2, 4 hours
- Marisela Valdez  
Bi-National Academy, July 8 - August 2, 6 hours
- Patricia Arreola  
Las Raices, July 8 - August 2, 6 hours
- David Romano  
Science Academy, July 8 - August 2, 6 hours
- Yanixsa Galvan  
Writing Academy, July 8 - August 2, 6 hours
- Jeanine Malette  
Performing Arts, June 24 - July 3, 6 hours
- Janelle Jester  
Sports Academy, June 24 - August 9, 3 hours
- Jherre Madlock  
Extended School Year, July 8 - August 2, 5 hours

**Classified Personnel Report**

***Classified Promotion:***

- Lockard, Devin  
From Campus Supervision Assistant, 4.5 hrs, Rio Rosales to  
Instructional Assistant/Sped, 5.75 hrs, Rio Rosales, effective 4/15/24

***Classified Ratification of Employment:***

- Alatorre, Tanya  
Instructional Assistant/Special Education, 1.25 hours, Rio Real, effective 4/22/24
- Alatorre, Tanya  
Instructional Assistant/Special Education, 4.5 hours, Rio Vista, effective 4/22/24
- Cruz, Areli  
Instructional Assistant/Special Education, 5.75 hours, Rio Rosales, effective 5/1/24
- Letaief, Nassima  
Instructional Assistant/Special Education, 5.75 hours, Rio Del Norte, effective 4/22/24
- Macias, Arianna  
Instructional Assistant/Special Education, 5.75 hours, Rio Lindo, effective 4/24/24

***Classified Reclassification:***

- Vazquez, Sarah  
From Data Analyst, 8 hours, District Office to  
Department Manager, 8 hours, District Office, effective 4/25/24

***Classified Resignation:***

- Cervantes, Juan  
Bus Driver/Custodian, 8 hours, MOT, effective 5/3/24
- Vazquez, Sarah  
Department Manager, 8 hours, District Office, effective 5/6/24

***Confidential Ratification of Employment:***

- Ramirez, Maria  
Administrative Secretary, 8 hours, Business Services Department, effective 7/1/24



