

Ventura Unified School District

State of the District Report

Dr. Roger Rice
Superintendent

June 23, 2020



For the future of every student

Pre COVID 19 District Work

District and Board Priorities

1. Academic Achievement
2. Educational Options
3. Career Education and Innovation
4. Systems and Structures
5. Leadership Support and Capacity Building



Post COVID 19 District Work

1. School Closures
2. Distance Learning
3. Grading Policies
4. End of the Year Events
5. Budget Cuts and Personnel Changes
6. Planning for 2020 Program



Looking Forward 2020-21

Conditions

1. Governor's directives
2. State Superintendent's guidance
3. Fiscal resources
4. Facilities
5. Transportation
6. Classroom space
7. VC Public Health guidance



Looking Forward 2020-21

Instructional Models

1. Return to school full time
2. Hybrid model
3. Distance learning only



Other Factors and Considerations

1. Student and staff safety
2. Parent feedback, needs and expectations
3. Special education
4. Educational options

Budget

Local Control Funding Formula

- Reduction of 10% to the base
- Start with the base = \$9,329
- Apply 2.31 COLA = \$231
- New Base grant = 9544
- Apply -10% = -954.4
- New = \$8,590
- Effective Cut of 7.92%

Budget

Impacts on VUSD: Most difficult year since 2008

- Up to 50% cuts to categorical grants – CTE
- Approximately = to \$17 million shortfall
- Reductions to positions of all types
- Not filling vacancies
- Spending down reserves
- Potential of furlough days and cuts to HW benefits

Challenges



Challenges

1. Keeping teachers in the profession
2. Delaying much needed facilities projects
3. Redirection of scarce resources to issues of basic safety
4. Increased class size
5. Professional development for hybrid / distance learning models of instruction
6. Technology maintenance and upgrades
7. Meeting everyone's educational needs

OPPORTUNITIES



Silver Linings:

- **Better trained teaching staff in distance learning and technology-driven instruction**
- **More efficient and leaner district office**
- **Increased communication with community**
- **CTE grants and programs**



Questions and Discussion



School Reopening Fall 2020

June 23, 2020



For the future of every student

California School Boards Association *The Uncertain Road Ahead*

Principle 1 Health and Safety

Principle 2 Funding and Resources

Principle 3 Adaptable, High Quality Teaching and Learning

Principle 4 Equitable Supports for ALL Students

Principle 5 Flexibility



CSBA's Core Principles for Resuming Instruction

CSBA believes resuming instruction must be based on five core principles. These principles apply to decisions about how and when to reopen campuses, as well as to the types of instructional approaches a school district or county office of education may provide.

Health and Safety: The health and safety of students and staff is paramount

Funding and Resources: The state must fund schools at the level needed to provide appropriate health and safety measures and quality instruction

Adaptable, High-Quality Teaching and Learning: LEAs should prepare to provide high-quality teaching and learning that is adaptable to local needs and conditions

Equitable Supports for All Students: Plans for the new school year should ensure that all students have access to the supports they need

Flexibility: Schools must have flexibility to provide for both the safety of students and staff and continuity of learning



Thanks!



For the future of every student

**VENTURA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION #20-17**

*RESOLUTION ORDERING AN ELECTION FOR THE PURPOSE OF
SUBMITTING TO THE QUALIFIED ELECTORS OF THE DISTRICT THE
QUESTION OF LEVYING AN EDUCATION PARCEL TAX UPON EACH
PARCEL IN THE DISTRICT FOR EDUCATIONAL PURPOSES AND
ESTABLISHING THE SPECIFICATIONS OF THE ELECTION ORDER*

WHEREAS, the Ventura Unified School District (the "District") is devoted to providing high quality public education for local school students, and in order to provide additional revenues to the District for such purposes, the voters of the District have previously approved Measure R at an election held on November 8, 2016, pursuant to which the District is authorized to levy a parcel tax in the amount of \$59 per year for four years; and

WHEREAS, in order to continue to generate sufficient funds to maintain educational programs in the District, the Board of Education of the District (the "Board") wishes at this time to call an election on a ballot proposition authorizing the continued levy of a parcel tax within the District; and

WHEREAS, Section 4 of Article XIII A of the California Constitution and California Government Code Sections 50079 et seq. and 50075 et seq. (the "Parcel Tax Law") authorize a school district, upon approval by two-thirds of the electorate voting on the measure, to levy a qualified special tax for specified purposes following notice and a public hearing; and

WHEREAS, November 3, 2020 is an established election date and a statewide election date pursuant to the provisions of the California Elections Code; and

WHEREAS, the Board has on this date held a public hearing, which was duly noticed, where all interested persons have been heard on the matter of holding an election in the District on the matter of levying a qualified special tax on each parcel in the District; and

WHEREAS, the Board desires at this time to order an election to be held on November 3, 2020 in the District for the purpose of submitting to the voters in the District the matter of levying a qualified special tax on each parcel in the District pursuant to the Parcel Tax Law for educational purposes (sometimes referred to herein and in the exhibits attached hereto as an "education parcel tax") and to designate the specifications thereof, pursuant to Education Code Section 5320 et seq. and to request consolidation with all other elections held in the District on such date, and to request the Ventura County Registrar of Voters to perform election services for the District;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE VENTURA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

Section 1. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether an education parcel tax shall be levied and collected in the District for the specific purposes as set forth more fully in the ballot proposition approved herein and as set forth on Exhibits A and B hereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 2. Election Date. The date of the election shall be November 3, 2020, and the election shall be held solely within the boundaries of the District.

Section 3. Purpose of Election; Ballot Proposition. The purpose of the election shall be for the voters in the District to vote on a proposition, a full copy of which is attached hereto and marked Exhibit “A”, containing the question of whether the District shall levy an education parcel tax in the District for the specific purposes stated therein, together with the accountability requirements of Government Code Section 50075.1. The Ventura County Registrar of Voters is requested to print the entirety of Exhibit “A” in the ballot pamphlet. As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure (75 words) to appear on the ballot is attached hereto and marked as Exhibit “B”. The Board hereby authorizes and directs the Superintendent or his designee to make any changes to the text of the proposition as required, upon the advice of legal counsel, to conform to any requirements of the Parcel Tax Law or the Ventura County Registrar of Voters, which changes shall be evidenced by a direction letter executed by the Superintendent and delivered to the County Registrar of Voters.

Section 4. Authority for Election. The authority for ordering the election is contained in Section 4 of Article XIII A of the California Constitution and California Government Code Sections 50079 et seq. and 50075 et seq. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 5. Type of Tax Rate, and Method of Collection. Said education parcel tax shall be levied in an equal amount against each parcel of taxable real property in the District in the amount of \$59 per parcel for four years, commencing with fiscal year 2021-22.

A parcel shall be defined as any unit of land in the District that receives a separate tax bill from the Ventura County Tax Collector, and shall be collected in the same manner and subject to the same penalty or penalties as other taxes fixed and collected by the County on behalf of the District.

Section 6. Exemptions. All property that would otherwise be exempt from property taxes will also be exempt from the qualified special tax.

Section 7. Accountability Requirements.

(a) *Government Code 50075.1 Requirements.* The members of the Board, the Superintendent and officers of the District are hereby directed, individually and collectively, to comply with the accountability measures pursuant to Government Code Section 50075.1 that include, but are not limited, to the following: (a) the measure shall include a statement indicating the specific purposes of the education parcel tax, (b) the measure shall require that the proceeds of the education parcel tax be applied only to the specific

purposes identified in the ballot measure, (c) the measure shall require the creation of an account into which the proceeds of the education parcel tax shall be deposited, and (d) the measure shall require that the District prepare an annual report pursuant to Government Code Section 50075.3 as provided in Section 8 hereof. Such accountability measures shall be set forth on the ballot in the form of Exhibit A attached hereto and incorporated herein by reference.

(b) *Citizens' Oversight Committee.* In addition, the governing board of the District will appoint a Citizens' Oversight Committee with responsibility to review the expenditures of the District from the education parcel tax to ensure the proceeds of the education parcel tax are expended for the specific purposes set forth in the measure, and to prepare an annual report to the District and the public concerning the expenditure of the proceeds of the education parcel tax. The governing board of the District, if the measure is successful, will adopt bylaws governing the administration of the Citizens' Oversight Committee.

Section 8. Annual Report. Pursuant to Government Code Section 50075.3, the Board directs the chief fiscal officer of the District to file a report with the Board each year containing (a) the amount of education parcel tax funds collected and expended and (b) the status of any project required or authorized to be funded from the proceeds of the education parcel tax as identified in the measure.

Section 9. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution for receipt no later than 88 days prior to the November 3, 2020 election date, as follows:

- (a) County Elections Officer (as required pursuant to Education Code Section 5322 and Elections Code Section 10403),
- (b) County Board of Supervisors (as required pursuant to Elections Code Section 10403), and
- (c) County Superintendent of Schools for the purposes of noticing the election on the measure pursuant to Education Code Section 5325(a).

Section 10. Consolidation of Election. The County Elections Officer and the Ventura County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 3, 2020, within the District. The District acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code Section 10418.

Section 11. Ballot Arguments. Any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument. The Superintendent, President of the Board, or their designees, are hereby authorized to execute any document and to perform all acts necessary to place the measure on the ballot.

Section 12. Notice of Election. That the County Elections Officer is hereby requested to prepare a formal Notice of Election in time, form and manner as required by law, and the County Superintendent of Schools is hereby requested to post such notice in

accordance with Education Code Section 5325. The suggested form of notice of the election is as follows:

**VENTURA UNIFIED SCHOOL DISTRICT
ELECTION NOTICE**

NOTICE IS HEREBY GIVEN to the qualified electors of the Ventura Unified School District (the "District") of Ventura County, that in accordance with law, an election will be held on Tuesday, the 3rd of November, 2020 in the District, at which election there will be submitted the question of levying a qualified special tax on each nonexempt parcel of land in the District for the purpose of providing funds for the cost of public education.

Section 13. Reimbursement for Services Performed. The Ventura Unified School District agrees to reimburse the County Elections Officer/Registrar of Voters for services performed with respect to the election called herein following completion of such services and upon presentation of a bill.

Section 14. Legal Services. The Board retains the firm of Jones Hall, A Professional Law Corporation as Legal Counsel in connection with its parcel tax proceedings pursuant to a service agreement on file with the Superintendent, who is authorized to execute said agreement.

Section 15. Election Pursuant to Law. In all particulars not recited in this Resolution, said election shall be held and conducted as provided by law for holding school district elections in the District.

Section 16. Certification by Clerk of the Board That the Clerk of the Board shall certify to the passage and adoption of and shall make minutes of the passage and adoption therefore in the records of the proceedings of the Board of Education of the District, in the minutes of the meeting at which the same is passed and adopted.

Section 17. Effective Date. This Resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Education of the Ventura Unified School District of Ventura County, being the Board authorized by law to make the designations therein contained by the following vote, on June 23, 2020.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Attest:

Clerk of the Board

EXHIBIT A

BALLOT MEASURE FULL TEXT OF MEASURE

INTRODUCTION

To preserve and improve academic programs including reading, writing, music, art, science and math; fund computer technology; retain highly qualified teachers; maintain career and technical training programs; and maintain small class sizes, shall Ventura Unified School District's measure to renew its existing \$59 parcel tax for four years be approved, raising approximately \$2.2 million annually, with independent citizens' oversight committee, all funds spent on neighborhood schools, and no money used for administrative salaries or taken by the State?

PURPOSES

To provide local revenue that cannot be taken by the State, to aid in preserving and improving academic programs in our schools, and without increasing the existing tax rate, the Ventura Unified School District proposes to renew its current parcel tax and to levy and collect a qualified special parcel tax for a period of four years, beginning July 1, 2021, in the amount of \$59 per parcel and to implement accountability measures to provide oversight and accountability to ensure that funds are used to:

- Fund core academic programs such as reading, writing, science, math, and technology;
- Minimize class size increases in all grades and layoffs for dozens of qualified teachers and school employees;
- Provide updated career technical education programs for career readiness;
- Maintain up-to-date instructional materials for students;
- Continue teacher professional development by providing training programs and activities that support quality teaching;
- Help preserve arts and music instruction, course offerings and electives that are necessary to prepare students for the competitive process of college and university admissions and the workforce, and provide instructional support for those students struggling with the basics;
- Reduce the impact of severe ~~deep~~ State budget cuts by providing a stable local funding source that cannot be taken away by the State or other school districts; and
- Protect the taxpayers' investment in education and ensure District accountability by providing for oversight and independent financial audits of revenues and expenditures.

The Board of Education will utilize parcel tax proceeds for the purposes listed above, unless the Board of Education determines in any given year that changes in student population, fiscal constraints, or other changes in state or federal funding make doing so infeasible or inadvisable. In any event, the parcel tax revenues will be used only for the lawful educational purposes.

EDUCATION PARCEL TAX AND PROCEDURES

Amount of Education Parcel Tax. Subject to two-thirds approval of the voters, the education parcel tax of \$59 per parcel (except exempt parcels, as described below) shall become effective commencing with fiscal year 2021-22 and be collected by the Ventura County Tax Collector at the same time as and along with, and shall be subject to the same penalties as general *ad valorem* taxes collected by said tax collector.

Definition of Parcel. A parcel shall be defined as any unit of land in the District that receives a separate tax bill from the Ventura County Tax Collector.

Exemptions. All property that would otherwise be exempt from property taxes will also be exempt from the qualified special tax

Exclusive Procedures. The procedures described herein with respect to the levy and collection of the education parcel tax and exemptions, and any additional procedures established by the Board of Education of the District, shall be the exclusive claims procedure for claimants seeking an exemption, refund, reduction, or re-computation of the qualified special tax. Whether any particular claim is to be resolved by the District or by the County shall be determined by the District, in coordination with the County as necessary. The District's Board of Education may adopt such additional or supplemental procedures as it deems necessary or convenient for the administration of the education parcel tax.

ACCOUNTABILITY MEASURES

Government Code Accountability. In accordance with the requirements of California Government Code sections 50075.1 and 50075.3, the following accountability measures, among others, shall apply to the qualified special taxes levied in accordance with this Measure:

- the specific purposes of the education parcel tax shall be those purposes identified above under the heading "PURPOSES,"
- the proceeds of the education parcel tax shall be applied only to those specific purposes identified above under the heading "PURPOSES,"
- a separate, special account shall be created into which the proceeds of the education parcel tax must be deposited; and
- the chief fiscal officer of the District shall file an annual written report with the Board of Education of the District showing (1) the amount of funds collected and expended from the proceeds of the education

parcel tax and (2) the status of any projects, programs, or purposes identified above under the heading "PURPOSES."

Citizens' Oversight Committee. In addition to the accountability measures required by the Government Code, an independent Citizens' Oversight Committee shall be appointed by the Board of Education to advise the Board on the expenditures funded by the measure in order to ensure that said funds are spent for the purposes approved by the voters. The Citizens' Oversight Committee will monitor the expenditures of these funds by the District and will report on an annual basis to the Board and community on how these funds have been spent.

PROTECTION OF FUNDING

Current law forbids any decrease in State or Federal funding to the District because of the District's adoption of an education parcel tax. However, if any such funds are reduced because of the adoption of this education parcel tax, then the amount of the education parcel tax will be reduced annually as necessary in order to restore such State or Federal funding.

SEVERABILITY

The Board of Education of the District hereby declares, and the voters by approving this measure concur, that every section, paragraph, sentence and clause of this measure has independent value, and the Board of Education and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law.

EXHIBIT B

*BALLOT MEASURE ABBREVIATED FORM**

To preserve and improve academic programs including reading, writing, music, art, science and math; fund computer technology; retain highly qualified teachers; maintain career and technical training programs; and maintain small class sizes, shall Ventura Unified School District's measure to renew its existing \$59 parcel tax for four years be approved, raising approximately \$2.2 million annually, with independent citizens' oversight committee, all funds spent on neighborhood schools, and no money used for administrative salaries or taken by the State?

**Limited to 75 words pursuant to Section 13247 of the California Elections Code.*

**VENTURA UNIFIED SCHOOL DISTRICT
RESOLUTION #20-19**

**RESOLUTION TO ADOPT FEE JUSTIFICATION STUDY AND INCREASE STATUTORY
DEVELOPMENT FEES IMPOSED ON NEW RESIDENTIAL AND COMMERCIAL/INDUSTRIAL
DEVELOPMENT PROJECTS PURSUANT TO EDUCATION CODE SECTION 17620, ET SEQ.
("FEE INCREASE RESOLUTION")**

WHEREAS, the Board of Trustees ("Board") of the Ventura Unified School District ("District") provides for the educational needs of students within the District's boundaries; and

WHEREAS, Education Code section 17620, et seq. authorizes a school district to levy a fee, charge, or dedication ("Statutory Development Fees") against development projects as set forth in Government Code section 65995, et seq., to finance the construction and reconstruction of school facilities; and

WHEREAS, the Board has previously adopted resolutions to impose, and currently imposes, Statutory Development Fees pursuant to Education Code section 17620, et seq. and Government Code section 65995, et seq., which include new residential construction and certain reconstruction, and new commercial or industrial construction, and all such prior resolutions are hereby incorporated by reference as if fully set forth; and

WHEREAS, Government Code section 65995 provides for the periodic adjustment of the Statutory Development Fees; and

WHEREAS, on September 1, 2020, pursuant to Government Code section 65995, the State Allocation Board approved an inflationary adjustment in the Statutory Development Fees to be levied on developments to \$4.08 per square foot of assessable space for new residential development and \$.66 per square foot for chargeable covered and enclosed space for commercial and industrial development; and

WHEREAS, new residential and commercial/industrial development continues to generate students, which impacts the District's schools and facilities; and

WHEREAS, the District is required to provide adequate school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools negatively impact the quality of education and educational opportunities for students; and

WHEREAS, the District does not have sufficient funds available for the construction or reconstruction of School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential and commercial/industrial development; and

WHEREAS, the Board of the District has received and considered a study entitled "Fees Justification Report" ("Study"), prepared by Schoolhouse Services, which is attached to this Resolution as Exhibit A, and incorporated herein as if fully set forth; and

WHEREAS, the Study sets forth information, documentation, evidence and analysis of the District's School Facilities needs, and also sets forth: 1) the purpose of the Statutory Development Fees; 2) the use to which the Statutory Development Fees will be put; 3) the public improvement that the Statutory Development Fees will be used to finance; 4) the reasonable relationship between: (a) the use for Statutory Development Fees and the type of project on which the Statutory Development Fees are imposed; (b) the need for School Facilities and the type of development project on which the Statutory Development Fee will be imposed; and (c) the amount of the Statutory Development Fee and the cost of the School Facilities; 5) an evaluation and projection of the number of students that will be generated by new residential development; 6) the new School Facilities that will be required to serve such students; and 7) the cost of such School Facilities; and

WHEREAS, the Study also sets forth additional information, documentation, evidence, and analysis to determine the impact on District School Facilities caused by an increase in the number of employees anticipated to result from commercial or industrial development within the District on a categorical basis, and upon the cost of providing adequate School Facilities to house students generated from such development within the District, as required for an increase of Statutory Development Fees applicable to commercial and industrial development ; and

WHEREAS, said Study was made available to the public at least (10) days before the Board considered it and the increase of Statutory Development Fees at a regularly scheduled public meeting as required by law; and

WHEREAS, all required notices of the proposed increase in the Statutory Development Fees have been given; and

WHEREAS, on June 23, 2020, pursuant to Government Code Sections 66004, 66016 and 66018, the Board held a properly noticed public hearing ("Hearing") at a regularly scheduled meeting of the Board to consider the study and a proposed increase of the Statutory Development Fees levied by the District; and

WHEREAS, members of the public had opportunity to make oral or written presentations during the Hearing; and

WHEREAS, Education Code Section 17621(a) provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code Section 17620, shall not be subject to Division 13 (commencing with Section 21000) of the Public Resources Code (the California Environmental Quality Act or "CEQA").

NOW, THEREFORE, be it resolved by the Board of the District as follows:

1. The Board accepts and adopts the Study attached as Exhibit A;
2. Based on the Study, the recommendations of the administration, and all related documentation and oral information presented to the Board, including the results of the Hearing, the Board makes the following findings:
 - a. The purpose of the Statutory Development Fees is to provide adequate School Facilities for students of the District who will be generated by new residential or commercial or industrial development in the District.

- b. The Statutory Development Fees will be used to finance the construction and reconstruction of School Facilities developed pursuant to the District's current Facilities Master Plan.
 - c. There is a reasonable relationship between the use of the Statutory Development Fees and the types of development on which the Statutory Development Fees will be imposed because, as set forth in the Study, the Statutory Development Fees will be used to construct or reconstruct School Facilities to adequately house students of the District who are generated by the construction of residential or commercial or industrial development within the District.
 - d. There is a reasonable relationship between the need for the imposition of the Statutory Development Fees and the types of development projects on which the Statutory Development Fees will be imposed because, as set forth in the Study, the District is not able to adequately house existing students and the students who will be generated by residential or commercial or industrial development without the construction of new School Facilities or the reconstruction of existing School Facilities.
 - e. The Study determines the impact on the District's School Facilities caused by the increased number of employees anticipated to result from commercial or industrial development within the District on a categorical basis and the resulting cost of providing adequate School Facilities for students generated from such commercial or industrial development.
 - f. As set forth in the Study, the amount of the Statutory Development Fees adopted by the State Allocation Board on January 24, 2020, in the amount of \$4.08 per square foot of assessable space for new residential development and \$.66 per square foot for chargeable covered and enclosed space for commercial or industrial development , does not exceed the estimated reasonable cost of providing for the construction or reconstruction of the School Facilities necessitated by residential or commercial or industrial development.
 - g. There is a reasonable relationship between the amount of the Statutory Development Fees and the cost of new School Facilities or reconstruction of existing School Facilities which is attributable to the development upon which the Statutory Development Fees will be imposed because, as set forth in the Study, the square footage of the developments has a direct relationship to the number of students that will be generated and, consequently , to the School Facilities that the District must construct or reconstruct to adequately house the students generated by such developments.
 - h. There are no other adequate sources of funds to meet the District's needs for adequate School Facilities caused by the impact of construction of new residential or commercial or industrial development within the District.
3. Pursuant to the findings in paragraph 2 above, the Board adopts an increase in Statutory Development Fees as follows:
- a. \$4.08 per square foot of assessable space for new residential development; and
 - b. \$.66 per square foot for chargeable covered and enclosed space for commercial or industrial development.

4. The Superintendent, or designee, is directed and authorized to provide notice of the adoption of the fee increase as required by law, including notice to the County of Ventura, the City of Ventura, and the Office of Statewide Health Planning and Development, along with a map indicating the boundaries of the area subject to the Statutory Development Fee and any supporting documentation, pursuant to Education Code section 17621, and to take all steps necessary to effect the intent of this Resolution. Such notice shall include a statement that the Statutory Development Fees are not subject to the restrictions set forth in Government Code section 66007(a).
5. The Superintendent, or designee, is directed and authorized to file with the County Recorder a Notice of Exemption from CEQA for the increase in Statutory Development Fees.
6. The Board shall review its Statutory Development Fees periodically to determine if an increase according to the amount set by the State Allocation Board is justified.
7. The Statutory Development Fees do not apply to any contract entered into prior to January 1, 1987 for the payment of developer mitigation amounts to the District.
8. Nothing in this Resolution shall be construed to affect the District's ability or authority to increase the Statutory Development Fees as allowed by law, enter into agreements with developers or builders, or to otherwise adopt or impose additional mitigation amounts to the extent permitted by law to fully mitigate the impact of residential or commercial or industrial construction within the District on the District's School Facilities.
9. The Superintendent, or designee, is directed and authorized to enter into negotiations with builders and developers of residential or commercial or industrial development projects for agreements for mitigation amounts, dedications, or other requirements in lieu of the payment of Statutory Development Fees, which negotiated agreement shall be subject to the Board's approval.
10. The Statutory Development Fees, along with any interest earned, shall be kept in a separate capital facilities account and accounted for and administered as required by law.
11. The collection of the Statutory Development Fees shall be subject to the provisions set forth in Education Code section 17620, et seq. and Government Code section 65995, et seq.
12. The collection of the Statutory Development Fees shall not be subject to the restrictions set forth in Government Code section 66007(a) and shall be collected prior to the issuance of the first building permit, or similar permit, required for a particular development project.
13. The District's administration is authorized to expend and create obligations for, or otherwise encumber, the Statutory Development Fees to the full extent authorized by law.
14. The Statutory Development Fees may be paid under protest pursuant to Government Code section 66020.
15. The Statutory Development Fees shall become effective sixty (60) days after the date of adoption of this Resolution by the Board.

* * * * *

The foregoing Resolution was adopted by the Governing Board of the Ventura Unified School District on the 23rd day of June, 2020 by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

President of the Board

Attest:

Clerk of the Board

**VENTURA UNIFIED SCHOOL DISTRICT
RESOLUTION #20-20**

**RESOLUTION FOR ADOPTING THE 2019-20 ASSOCIATED STUDENT BODY
CLOSURE CARRY FORWARD ACCOUNT**

WHEREAS, the Ventura Unified School District physical school closures occurred March 16, 2020 to June 11, 2020 due to the COVID-19 pandemic;

WHEREAS, the pandemic prompted the cancellation of many Associated Student Body events;

WHEREAS, large gatherings such as in-person graduation celebrations, year book signings and prom events were cancelled;

WHEREAS, the resounding majority of graduating students desire an in-person event to celebrate their senior year;

WHEREAS, graduating students are no longer current students of the district;

WHEREAS, the California Education Code regulates Associated Study Body activities;

WHEREAS, Education Code section 48930 indicates that the purpose of Associated Study Body is to conduct activities on behalf of the students, clearly indicating that the funds held in Associated Study Body can only be spent for current students;

WHEREAS, Education Code provisions regarding Associated Study Body do not provide allowances for school closures and extraordinary circumstances;

WHEREAS, guidance from the California Fiscal Crisis and Management Assistance Team Associated Study Body Accounting Manual, Fraud Prevention Guide and Desk Reference does not include allowances for unexpected and extended school closures or a sudden disruption of the educational process;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Associated Study Body in open session of a public meeting of the governing board;

WHEREAS, the district can hold monies in trust on behalf of graduating students at the boards discretion;

WHEREAS, trust funds require a higher level of oversight which the district can administer on behalf of the Associated Student Body;

WHEREAS, individual Graduating Events Committees of parents, students, and staff have been enlisted to plan and execute future in-person celebration and reunion events;

WHEREAS, the Governing Board of Ventura Unified School District wishes to honor graduating students and facilitate celebration events;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the individual school's Associated Study Body activity accounts shall be set aside in trust and spent according to the Graduating Events Committees' estimated budgets and committee input. The estimated spending determinations on how the money will be spent were made at a public meeting of the Governing Board of Ventura Unified School District held on June 23, 2020.
2. The Governing Board of Ventura Unified School District has determined to spend the monies received from the Associated Study Body activity accounts for graduating student events after the school year has ended for the graduating class of 2019-20 school year.
3. The Governing Board of Ventura Unified School District has determined to spend the monies received from the Associated Study Body activity accounts through a district trust account.
4. A final report of the expenditures will be provided for the approval of the Governing Board of Ventura Unified School District once the events have concluded.
5. Any unspent funds remaining in trust must revert to the general Associated Student Body accounts for each school site and the trust accounts will be dissolved.

PASSED AND ADOPTED this 23rd day of June, 2020 by the Governing Board of the Ventura Unified School District of Ventura County, California by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

President of the Board

Attest:

Clerk of the Board

Attachments: Request to Carryover ASB Funds for the Class of 2020
Buena ASB Revenue Potential for Class of 2020 One-Year Reunion
Foothill ASB Revenue Potential for Class of 2020 One-Year Reunion
Ventura ASB Revenue Potential for Class of 2020 One-Year Reunion

Request to Carryover ASB Funds Class of 2020
BHS, FTTHS and VHS

To: VUSD School Board From:
Aimee and Cody Foster, BHS ASB Advisors Melanie Lindsey, FTTHS ASB Advisor
Anne Larson, VHS ASB Advisor

RE: Request to carryover ASB funds for the class of 2020

I. Background Information

Due to the VUSD school closure because of the COVID-19 virus, the ASBs at the high schools in VUSD were unable to hold many celebratory events for the graduating class of 2020. Events such as Prom, Senior BBQ, Senior spirit week, Senior Ice Cream Social, and yearbook signing. This is an unprecedented loss for the senior class, and as such, has caused much heartache and disappointment. In the survey sent out to the 2020 senior class, and in person as we speak to students, the resounding majority desire an in-person event to celebrate their senior year. At this time, we cannot offer such an event due to social distancing and large gathering restrictions.

II. Request

The ASBs at BHS, FTTHS, and VHS would like to help mitigate the loss of the 2020 senior events with a one-year reunion event to be held in the summer of 2021. We have put together committees of parents, students, and current VUSD staff to help plan and execute this event (members listed below). At this time, it is the desire of each school to plan individual school one-year reunion events.

We understand it is typically not allowable to carry over ASB funds from year to year under FCMAT rules. However, in light of the unprecedented and unique situation, we request a one-time exception wherein the ASBs at BHS, FTTHS, and VHS be allowed to carry over funds from the senior class funds of 2019-20 to a trust fund held at the district office for each school site. Some of the high schools will be soliciting donations for this event from alumni and community members, and they will fill out the appropriate district donation forms.

III. Committee Members

a. BHS

- i. Aimee and Cody Foster, BHS ASB Advisors
- ii. Melanie Archer, parent
- iii. Julie Blevins, parent
- iv. Carrie Spira, parent
- v. Rhonda Grant, parent
- vi. Trisha Creighton, parent
- vii. Grace Ellberg, BHS teacher
- viii. Beth Borer, PHS ASB Advisor and BHS alumni
- ix. Mia Rodriguz, student and 2020 ASB President
- x. Samantha Martinez, student and 2020 Senior Class President
- xi. Jessica Archer, student and 2020 Senior Class Representative
- xii. Taylor Spira, student and 2020 Senior Class Representative

b. FTTHS

- i. Melanie Lindsey, FTTHS ASB Advisor
- ii. Michelle Vallance, parent
- iii. Sophia Parker, 2020 Senior Class President
- iv. Jordyn Savard, 2020 Senior Class Vice President
- v. Jolie Jannone, 2020 Senior Class Officer
- vi. Jill Vallance, 2020 Senior Class Officer
- vii. Kelly More, 2020 Senior
- viii. Amanda Ciccone, 2020 Senior

c. VHS

- i. Ann Larson, VHS ASB Advisor
- ii. Dan Larson, Teacher
- iii. Mallory Hammer, parent
- iv. Molly Hammer, 2020 Senior Class President
- v. Chasity Haughton, parent
- vi. Kambria Haughton, 2020 ASB President
- vii. Siena Lum, 2020 ASB Vice President
- viii. Tori Andell, parent
- ix. Emily Neitz, 2020 Senior Class Representative

Buena High School ASB
Revenue Potential for Class of 2020 One Year Reunion

Activity: Class of 2020 One Year Reunion					Date: TBD- June/July 2021				
Staff Contact: Aimee Foster					Account: Class of 2020				
Estimate					Actual				
Revenue	Quantity	x	Price	Amount	Revenue	Quantity	x	Price	Amount
Money from 2020 account	1			\$5,000.00			x		
Donations	1			\$5,000.00			x		
Tickets	200		\$15.00	\$3,000.00					
Total				\$13,000.00	Total				
Est. Expense					Est. Expense				
Entertainment/activities				\$2,500.000	Entertainment/activities				
Decorations				\$300.000	Decorations				
Invitations (Event brite)				\$400.000	Invitations				
Custodial				\$300.000	Custodial				
Refreshments				\$700.000	Refreshments				
Meal				\$5,500.000	Meal				
Venue				\$2,200.000	Venue				
Keepsake				\$600.000	Keepsake				
Unexpected expenses				\$200.000	Unexpected expenses				
Insurance				\$300.000	Insurance				
Est. Expense				\$13,000.0	Est. Expense				
Est. Profit or Loss				\$0.0	Est. Profit or Loss				

Foothill High School ASB
Revenue Potential for Class of 2020 One Year Reunion

Activity: Class of 2020 Reunion					Date: TBD				
Staff Contact: Melanie Lindsey					Club: Class of 2020				
Estimate					Actual				
Revenue	Quantity	x	Price	Amount	Revenue	Quantity	x	Price	Amount
Money from 2020 account				\$8,750.00			x		
Donations							x		
Total				\$8,750.00	Total				
Est. Expense					Est. Expense				
Entertainment/activities				\$2,500.000	Entertainment/activities				
Decorations				\$200.000	Decorations				
Invitations				\$100.000	Invitations				
Desserts				\$300.000	Desserts				
Refreshments				\$500.000	Refreshments				
Meal				\$4,500.000	Meal				
Venue				\$0.000	Venue				
Keepsake				\$500.000	Keepsake				
Unexpected expenses				\$150.000	Unexpected expenses				
Est. Expense				\$8,750.0	Est. Expense				
Est. Profit or Loss				\$0.0	Est. Profit or Loss				

Ventura High School ASB
Revenue Potential for Class of 2020 One Year Reunion

Activity: Class of 2020 Reunion					Date: TBD				
Staff Contact: Ann Larson					Club: Class of 2020				
Estimate					Actual				
Revenue	Quantity	x	Price	Amount	Revenue	Quantity	x	Price	Amount
Money from 2020 account				\$12,000.00			x		
Donations							x		
Total				\$12,000.00	Total				
Est. Expense					Est. Expense				
Entertainment/activities				\$3,000.000	Entertainment/activities				
Decorations				\$500.000	Decorations				
Invitations				\$100.000	Invitations				
Desserts				\$300.000	Desserts				
Refreshments				\$500.000	Refreshments				
Meal				\$4,500.000	Meal				
Venue				\$1,000.000	Venue				
Security				\$500.000					
Keepsake				\$500.000	Keepsake				
Unexpected expenses				\$500.000	Unexpected expenses				
Est. Expense				\$11,400.0	Est. Expense				
Est. Profit				\$600.0	Est. Profit				
or Loss					or Loss				

Consideration of Benchmark Steps to Advance Instructional Materials for Adoption for Special Day Classes Grades 2-5

Board of Education Meeting
June 23, 2020



For the future of every student

Overview of the VUSD Benchmark Steps to Advance Pilot Process

Spring 2019 Teachers identified need for supplemental districtwide reading curriculum

Sept. 2019 Pilot program selected

Dec. 2019 - Jan. 2020 Pilot teachers trained

Dec. 2019 - March 2020 Pilot began

May 2020 Pilot teachers surveyed

Thank you to our Pilot Teachers!

Teacher name (school)

Rachel Donovan (Blanche)

Cindy Tweit (Blanche)

Amy McAlpine (Juanamaria)

Carina Tinker (Mound)

Suzanne Cook (Mound)

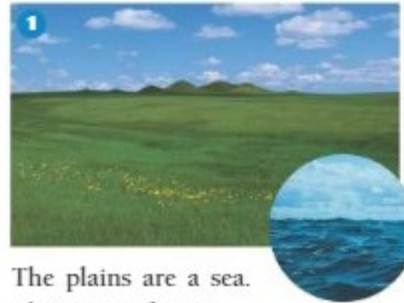


What does scaffolded curriculum look like? Grade 3

Bridge Text

Fairweather Clouds

by Carmen Corriols



The plains are a sea.
They **encircle** me.

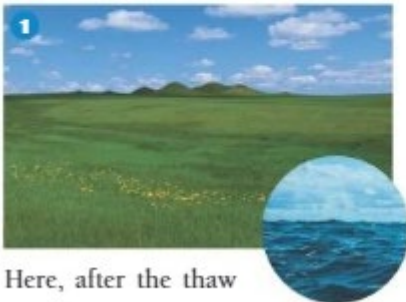


I tilt my head back.

Amplified Text

Fairweather Clouds

by Carmen Corriols



Here, after the thaw
these plains, a green sea,
encircle me.



Now I tilt my head back,

What does core text look like?

Grade 3

Core Text

Remember
to annotate
as you read.

Notes

Fairweather Clouds

by Carmen Corriols

Here,
after the thaw
these plains, a green sea,
encircle me

5 Now I tilt my head back,
splay my hands, pressing
into the fresh waves of **prairie**.

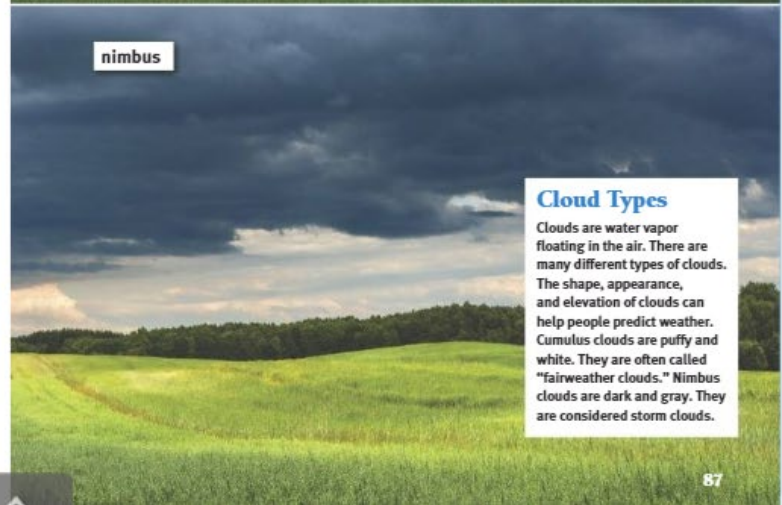
Above, the sky,
the blue field,
10 is thick with piles of
cumulus cotton,
ripe for picking,
stuffing and quilting,
heaping and billowing about,
15 but still
bright and clean
in the sun.

Later, when they grow gray
and **nimbus**,
20 the rain will come.

cumulus



nimbus



Cloud Types

Clouds are water vapor floating in the air. There are many different types of clouds. The shape, appearance, and elevation of clouds can help people predict weather. Cumulus clouds are puffy and white. They are often called "fairweather clouds." Nimbus clouds are dark and gray. They are considered storm clouds.

Strengths of Benchmark Steps to Advance

- Allow teaching of grade level material to students who are below grade level
- Vocabulary lessons, extra visuals and graphic organizers
- Increased student's reading fluency and comprehension skills
- Students could write in text and larger font
- Ease of use

Bridging the Gaps

Gaps	Plan
Lacked phonics, phonemic awareness and fluency	Use core materials, adapted by teachers, in those areas; consider use of Sonday
Some students needed additional scaffolding	Teacher collaboration to create a shared drive of resources for additional student support
Graphic organizers need lines and paragraph frames	Create shared drive for edited student resources.

Cost

Sites:	Total cost
Blanche Reynolds Loma Vista Mound Poinsettia Juanamaria Junipero Serra	\$56,090

Thank you!



For the future of every student

COVID-19 Operations Written Report

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone	Date of Adoption
Ventura Unified School District	Dr. Danielle Cortes	danielle.cortes@venturausd.org 805.641.5000	[Insert Date of Adoption here]

Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of the changes your LEA has put in place. LEAs are strongly encouraged to provide descriptions that do not exceed 300 words.

Provide an overview explaining the changes to program offerings that the LEA has made in response to school closures to address the COVID-19 emergency and the major impacts of the closures on students and families.

Since the first day of school closures, March 16, 2020, Ventura Unified School District has provided distance learning opportunities to our students, first in the form of paper-pencil and online learning activities, and then using digital platforms. All students were provided learning activities with a Universal Design for learning approach while we distributed electronic devices and wifi access to students. We were especially concerned about equity, and worked to ensure that the students of poverty, homeless/foster youth, English Learner, and special education who did not have devices were served first. The district immediately distributed breakfast and lunch to needy families five days a week through the end of March. Beginning in April, a week’s worth of breakfasts and lunches are being distributed once a week to ensure the safety of families and staff. Many families in our community have become unemployed due to the pandemic, and we are working with them to ensure their food and social emotional needs are being met. Counselors and school psychologists have online sessions with students and families. Teachers have office hours each week and are connecting with students and families through Zoom, Google Meets, and phone calls. We have also successfully engaged families with surveys on distance learning, year-end activities and more. Our Communications Coordinator provided daily updates in Spanish and English via Edulink and on the district website through April. Beginning in May, she communicates with families every Wednesday. Students and families have shared that they miss their teachers and routines; the staff of the Ventura Unified School District miss our students and look forward to seeing them in person.

Provide a description of how the LEA is meeting the needs of its English learners, foster youth and low-income students.

Equity and access are at the forefront of all of our efforts to serve our students during COVID-19 school closures. All communications – website, email, telephone, and paper – have been made in both English and Spanish. We have delivered ChromeBooks and provided wifi access to students to remove barriers to learning and ensure that every student is able to access online learning. Direct outreach was made to all homeless and foster youth with home visits being made to provide devices and wifi. Bilingual paraeducators have been teaming with teachers to assist students with online learning. District translators have translated at parent meetings and IEP meetings for our Spanish and Arabic speaking families. The district has been serving meals to families at six sites- at first daily and now weekly after survey results showed families preferred that option. Our Communications Coordinator has sent messages in Spanish and English via Edulink, email, and on the district

website through April. Beginning in May, she communicates with families every Wednesday. English Learner Choice Boards are incorporated into the base lessons in Canvas and teachers are trained using the built in supports for EL students in Edgenuity. Teachers on Special Assignment provide training on meeting the needs of diverse learners including effective videoconferencing and authentic assessment. English Learner students in our Dual Language program continue to learn in English and Spanish while using distance learning.

Provide a description of the steps that have been taken by the LEA to continue delivering high-quality distance learning opportunities.

Ventura Unified School District is providing distance learning to all our students. Initially, we provided distance learning via paper-pencil packets, while we strategized next steps. Since the middle of March, we have delivered Chromebooks and wifi access to students to ensure that every student is able to access online learning. All TK-5 students receive lessons through the Canvas Learning Management System; TWI students receive instruction in English and Spanish as appropriate, and students with IEPs receive instruction. Teachers provide robust learning opportunities by customizing their courses in Canvas. Our high school students enrolled in Career Technical Education courses also receive their instruction via Canvas. Teachers create and grade lesson modules and students complete assignments, connect with their instructors and move through the course. Edgenuity is the distance learning platform for middle and high school students. Pre-made lessons allow students to continue their learning from afar, and teachers are able to customize courses. Regardless of the grade level being taught, all teachers have regular office hours during which students can meet with them virtually. In addition, teachers hold whole group and small group meetings with students via Zoom and Google Meet.

Provide a description of the steps that have been taken by the LEA to provide school meals while maintaining social distancing practices.

Ventura Unified School District's Food and Nutrition Services (FNS) department immediately created a system to provide food to needy families once schools were closed due to the pandemic on March 13, 2020. U.S. Department of Agriculture (USDA) and CDE approved a non-congregate feeding waiver that has allowed us to provide meals under the Seamless summer feeding option. The district applied, received approval immediately, and began meal service on Monday, March 16, 2020. We strategically planned the use of six school sites across the city in high need areas to allow safe distribution of breakfasts and lunches. FNS wanted to ensure that the program would meet the needs of the families in our community, noting that some families would have vehicles while others would need to walk to access food. Our system created both drive-through and walk up meal distribution at the six school sites, and began with meal distribution Monday through Friday. A waiver was also approved for adult pick up so children would not have to be present to receive meals. FNS surveyed the community at the six school sites and determined the need to move to a one-day system every Monday to ensure safety for both families and staff. We began this practice the first week of April. Five breakfasts and five lunches are being provided for each child on Mondays. Social distancing measures are employed at each school site to ensure safe transfer of food to families. Since many of the children in our community rely on our school meal program for their daily nutrition, we wanted to ensure that meals were easily accessible during these trying times. The district values the importance of both community and employee safety during this pandemic and has collaborated to make this happen. The program is running smoothly and will continue through July 31, 2020. Through May 26, 2020, we have served 179,225 breakfasts and 178,375 lunches, for a total of 357,225 meals.

Provide a description of the steps that have been taken by the LEA to arrange for supervision of students during ordinary school hours.

Ventura Unified has regularly collaborated with our community partners to share childcare opportunities with our families. We check in regularly to ensure that there are no waitlists as we are poised to open our facilities and use our Expanded Learning funds to meet this need. We have not received requests for supervision of students during ordinary school hours because, sadly, many in our community have become unemployed due to Covid-19 business closures.

California Department of Education
May 2020

DRAFT

Ventura Adult and Continuing Education

Career Technical Education Programs

2020/2021 PROGRAM FEES

Prices Effective 7/1/2020

COMPUTER-AIDED DESIGN PROGRAMS	Reg Fee	Hours	Weeks	Course Fees	Books	Misc.	Test Fees	Total
Computer-Aided Design Drafter	\$10.00	1050	30	\$6,600	\$316.64	\$178.98	\$150.00	\$7,255.62
3D Modeling and Design Drafter	\$10.00	1260	36	\$7,920	\$447.63	\$178.98	\$249.00	\$8,805.61
COMPUTER SYSTEMS TECHNOLOGY PROGRAMS								
Computer Support Technician	\$10.00	770	22	\$4,840	\$376.64	\$46.00	\$206.00	\$5,478.64
Network Security Technician	\$10.00	1330	38	\$8,360	\$509.14	\$46.00	\$586.00	\$9,511.14
Network Systems Technician	\$10.00	1120	32	\$7,040	\$376.64	\$46.00	\$365.00	\$7,837.64
DIGITAL MULTIMEDIA PROGRAMS								
Digital Multimedia Technician	\$10.00	980	28	\$6,160	\$273.42			\$6,443.42
Studio Production Technician	\$10.00	1330	38	\$8,360	\$273.42			\$8,643.42
MEDICAL PROGRAMS								
Back Office Medical Assistant	\$10.00	700	20	\$4,400	\$626.00	\$164.34		\$5,200.34
Front/Back Office Medical Assistant	\$10.00	1120	32	\$7,040	\$1,345.17	\$164.34		\$8,559.51
Front Office Medical Assistant	\$10.00	770	22	\$4,840	\$1,082.73	\$70.00		\$6,002.73
Pharmacy Technician	\$10.00	735	21	\$4,620	\$550.07	\$356.00		\$5,536.07
ACCOUNTING PROGRAMS								
Accounting Clerk	\$10.00	630	18	\$3,960	\$994.08			\$4,964.08
Computerized Financial Accounting	\$10.00	910	26	\$5,720	\$1,514.81			\$7,244.81
BUSINESS OCCUPATION PROGRAMS								
Administrative Assistant	\$10.00	630	18	\$3,960	\$806.23			\$4,776.23
Business Administration	\$10.00	980	28	\$6,160	\$1,424.27			\$7,594.27
Business Administration and Management	\$10.00	1225	35	\$7,700	\$1,751.89			\$9,461.89
COMPUTER APPLICATIONS AND GRAPHICS PROGRAMS								
Graphics for Web and Print	\$10.00	1190	34	\$7,480	\$881.42			\$8,371.42
Microsoft Office Professional	\$10.00	630	18	\$3,960	\$569.82			\$4,539.82
FOOD SERVICE AND HOSPITALITY PROGRAMS								
Food Service and Hospitality	see note	360	-	\$0.00	\$0.00			\$0.00

Note: The Food Service and Hospitality programs are currently only offered to inmates residing at the Todd Road Jail in Santa Paula. Funding for this program is provided by an California Adult Education Program (CAEP) and there is no charge to students.

The total number of weeks of instruction is based upon full-time enrollment of seven hours per day, Monday through Friday, plus one hour per day of program enrichment.

Training purchased by the week is charged at \$220.00.

Course content and/or length may be customized to meet the needs of individual students.

Refund Policy: completion of 25% or less, 75% refund; 50% completion, 50% refund; over 50% completion, no refund

VENTURA ADULT AND CONTINUING EDUCATION

Ventura Unified School District Registration/Lab Fees for 2020-2021

There are no fees charged for ESL, Citizenship, Elementary Basic Skills, ABE, High School Diploma, or Adults with Disabilities programs. A \$10.00 registration fee per program is required for Consumer Education, Evening Community Enrichment, and Career Technical Education Programs.

LIFELONG LEARNING CLASSES:

Registration fees are waived for students over 60 years of age; students under 60 years of age pay a nominal registration fee of \$10.00 per class per year, and \$2.00 per hour of instructional time. Drop in fees are \$5.00 per class.

CONSUMER EDUCATION CLASSES:

Community Health Topics, Exercise and Fitness Classes, and Clothing Construction Classes each have registration fees of \$10.00 per class and quarterly fees for instructional time allocated. Drop in fees are \$5.00 per class.

EVENING COMMUNITY ENRICHMENT CLASSES:

Individual Business and Computer Application Classes: \$85.00 lab fee for a ten-week session.
Specialized Technology Applications Classes: \$95.00 to \$125.00 lab fee for a ten-week session.
There is a \$10.00 registration fee for all community enrichment classes.

CAREER TECHNICAL EDUCATION PROGRAMS:

See attached list for VACE's Career Technical Education Program lab fees.
There is a \$10.00 registration fee for all CTE programs.
There is no charge for CTE classes provided to inmates at the Todd Road Jail.

California Department of Education

Date: May 22, 2019
To: Carolyn Vang-Walker
Ventura Unified School District
CDS: 56-72652
From: Cliff Moss
Education Programs Consultant
Adult Education Office
916-327-6378
Subject: Course Approval for 2019-20



Your request for approval of the following 84 courses have been received, recorded, and approved for the 2019-20 school year.

Course Number	Course Name	Course Outline Developed/Updated	Job Market Study Year
2102	Basic English	2019	--
2402	Basic Mathematics	2019	--
9997	Community Access Skills and Functional Academics	2019	--
9998	Life Skills and functional Academics	2019	--
9996	Workplace Skills and Functional Academics	2019	--
2403	Algebra 1	2018	--
2816	Art Appreciation	2019	--
2450	Computer Literacy	2018	--
2401	Consumer Mathematics	2018	--
2618	Earth Science	2018	--
2701	Economics	2018	--
2131	English 10	2018	--
2132	English 11	2018	--
2133	English 12	2018	--
2130	English 9	2018	--
2198	English Elective	2018	--

2400	General Mathematics	2018	--
9972	Government	2018	--
2535	Health	2018	--
2425	Integrated Mathematics I	2019	--
2426	Integrated Mathematics II	2019	--
2427	Integrated Mathematics III	2019	--
2621	Life Science	2018	--
2498	Mathematics Elective	2018	--
2702	Physical Geography	2018	--
2610	Physical Science	2018	--
2424	Pre-Algebra	2019	--
2714	Psychology	2018	--
9969	Test Preparation	2019	--
2709	United States History	2018	--
2711	World History: Survey	2018	--
5757	Desktop Publishing	2019	2019
5712	Internet Publishing	2019	2019
5621	Introduction to Graphic Arts Technology	2019	2019
5729	Introduction to Media Arts	2019	2019
5730	Introduction to Multimedia Production	2019	2019
5745	Television Production	2019	2019
4600	Accounting	2019	2019
4638	Business Communications	2019	2019
4602	Business Fundamentals	2019	2019
4637	Business Management	2019	2019
4622	Business Support and Services	2019	2019
4623	Business Technology	2019	2019
9975	Basic Computer Literacy	2019	--
9978	Career Exploration	2019	--
9991	Computers in the Workplace	2019	--
9992	Employability and Life Skills I	2019	--

9990	Employability and Life Skills II	2019	--
2710	Ethnic Studies	2019	--
9979	General Elective	2019	--
9977	Work Readiness	2019	--
4401	Teaching Careers or Careers in Education	2019	2019
5571	Architectural and Structural Engineering	2019	2019
5705	Computer Aided Drafting/Design	2019	2019
5573	Principles of Engineering Design	2019	2019
5707	Technical Drafting	2019	2019
9980	Advanced ESL	2019	--
9982	Beginning ESL	2019	--
9986	ESL MultiLevel	2019	--
9981	Intermediate ESL	2019	--
9985	VESL (Vocational ESL)	2019	--
4263	Introduction to Health Information and Records System	2019	2019
4264	Introduction to Healthcare Administrative Services	2019	2019
4260	Introduction to Pharmacy	2019	2019
4274	Medical Insurance Billing and Coding	2019	2019
4275	Medical Office	2019	2019
4273	Medical Terminology	2019	2019
4284	Therapeutic Services	2019	2019
4421	Food and Beverage Production and Preparation	2019	2019
4361	Food and Nutrition	2019	2019
4420	Food Service and Hospitality Services	2019	2019
4442	Hotel and Lodging Services	2019	2019
4606	Computer Graphics and Media Technology	2019	2019
4633	Computer Repair and Support	2019	2019
4635	Graphic Communications	2019	2019
4604	Network Engineering	2019	2019
4646	Network Security	2019	2019

4615	Office Systems and Technologies	2019	2019
4605	Web Site Development	2019	2019
5631	Drafting/Computer Aided Design	2019	2019
5638	Product Development	2019	2019
4123	Business Career Exploration	2019	2019
4115	E-commerce	2019	2019
4127	Marketing and Business Fundamentals	2019	2019

You are authorized to claim apportionment for the above courses. It is recommended that you use these Course Titles with your suggested classes listed under them when communicating your program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

From EC 1900; 41976; 52506; 52515; 52518; 52570.

For Vocational Education courses:

Before establishing a Vocational or Occupational Education Program, you must conduct a job market study in your market area and have it reviewed every two years to justify the vocational program. Refer to the Job Market Study in EC 52519; 52520 for more information.

**AGREEMENT BETWEEN THE
VENTURA UNIFIED SCHOOL DISTRICT
AND
The Arc OF VENTURA COUNTY**

THIS AGREEMENT is made and entered into this 1st day of July, 2020, between the Arc of Ventura County, Inc., a California not-for-profit corporation, hereinafter referred to as "Contractor," and Ventura Unified School District/Adult and Continuing Education Division, a public school district in the County of Ventura, State of California, hereinafter referred to as "District," for the purpose of providing a vocational education program to eligible students in Ventura County under the authorization of California Education Code section 8092.

W I T N E S S E T H

WHEREAS, the District has a long history of providing adult education instruction to adult students with developmental and other disabilities; and

WHEREAS, the District desires to provide vocational education instruction to eligible adult students pursuant to California Education Code section 8092; and

WHEREAS, it has been determined that the need for such services exists and the Contractor is capable of, accredited by the Commission on Accreditation of Rehabilitation Facilities (C.A.R.F.), and willing to provide such services; and

WHEREAS, the Contractor sponsors and administers vocational programs for the disabled; and

WHEREAS, the parties intend to provide through this Agreement, a vocational education program to eligible adult students. The Vocational Education Amendments of 1976 (Public Law 94.482), the California Code of Regulations, Title 5, section 3051.14 and the Education Code, section 10400, 35160 and 52570 et seq., and all provisions of the California Plan for Vocational Education shall apply; and

WHEREAS, the Contractor employs sufficient instructional staff, represents that it is an accredited nonpublic vocational rehabilitation facility with extensive capabilities and experience in vocational instruction and training of disabled adults, and has been in operation since 1969; and

WHEREAS, the Contractor represents that its financial resources are adequate to ensure operation for the duration of this Agreement and the Contractor operates on the basis of sound administrative policies and adheres to ethical practices; and

WHEREAS, the Contractor does not and shall not discriminate on the basis of sex, age, handicap, race, color, religion or ancestral origin and further represents that Contractor is in compliance with all the applicable state and federal laws; and

WHEREAS, the Contractor represents that its physical facilities meet the requirements of state and local health and safety regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of adult students in attendance; and

WHEREAS, the Contractor represents that it maintains current accurate records on student attendance and progress and consents to inspection by authorized representatives of the District/Adult Education Division, and the State Department of Education; and

WHEREAS, the Contractor represents that it is free of any pending or existing proceedings against its license or that of any of its instructors.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is mutually agreed between the parties as follows:

GENERAL PROVISIONS

1. All of the above recitals are true and correct.
2. Instructional Services to be provided.
 - a. The Contractor shall provide instruction, training facilities, equipment and other services for adult students of the District qualified and selected for the program to the extent of the prescribed curriculum in vocational studies. The instruction for such students shall be given in a proportionate manner over a period of time appropriate to the training needs of the individual students and standards, practices, and procedures of the parties as prescribed by law.
 - b. The Contractor agrees to provide instruction to an average of 150 students per month.

- c. The class content offered includes:
- 1) functional adaptability in a vocational environment
 - 2) job seeking skills
 - 3) job specific skills and applied pre-vocational skills
 - 4) food service
 - 5) housekeeping
 - 6) grounds keeping
 - 7) vocational support: hygiene and grooming, problem solving, decision making, personal awareness, assertiveness training, community integration, social interaction
 - 8) functional academics: numbers, reading, time, money, measurement, writing and computer skills
 - 9) health and safety
 - 10) community integration: adult basic education, behavior management, hygiene and grooming, social integration, transportation, safety
 - 11) basic living skills, gross motor, fine motor, mobility, hygiene, eating, dressing, washing, grooming, receptive and expressive language skills.

d. The classes will address a broad range of skill areas, including vocational skill preparation and counseling, utilizing community resources, communication skills and basic living skills.

e. All programs, courses, and classes shall meet the standards set forth in the California State Plan for Vocational Education, or are a course of study for adult schools approved by the State Department of Education under Section 51056 of the California Education Code.

f. The classes will be offered at the following locations:

The Arc Community Integration-Arcade
295 South Arcade Avenue
Ventura, CA 93003

The Arc Community Integration-Walker
5101 Walker Street
Ventura, CA 93003

The Arc- Training for Independent Living
148 South Palm
Ventura, CA 93001

The facility at which instruction is given, and all furniture and equipment used, shall be in good working order and operating condition and shall, together with the

materials and supplies used in the instructional program, and the general décor of premises, represent the highest standards of the rehabilitation profession. It is expressly understood that whether the aforementioned standards have been adhered to shall be determined by the District/Adult Education Division.

- g. Whenever the Contractor engages in supported employment/community employment activities at locations other than the main facility, it will provide to the District/Adult Education Division the names and addresses of these locations.
- h. The Contractor shall provide all necessary instructional materials for each of the students covered by this Agreement.

3. Instructors

- a. The Contractor shall employ lead instructors with a current, valid certificate from the State of California, Commission on Teacher Credentialing. All students shall be under the supervision of lead certificated instructors. Contractor shall provide such instructional staff in a ratio consistent with the guidelines provided by the Commission on Accreditation of Rehabilitation Facilities (C.A.R.F.).
- b. The Contractor expressly understands that the appearance and conduct of the instructors shall at all times exemplify the highest standards of the teaching profession.

4. Payment provisions

- a. The District shall provide the Contractor with **\$75,000.00 (approximately 1,500 hours) of instructor time** from **July 6, 2020 to June 30, 2021**. All instructors provided will be credentialed employees of the District and covered under the District liability insurance.
- b. The Contractor shall maintain weekly student contract hours of **2700 hours per week for 215 days** during the term of this agreement. The maximum numbers of hours to be claimed for average daily attendance (ADA) shall not exceed six (6) hours per day, per student.
- c. The Contractor shall submit and certify monthly attendance records to the District of Adult and Community Education at the end of each month for which the Contractor instruction

is given. Contractor shall submit these records on forms and schedules in accordance with the procedures developed by the District.

- d. The students receiving services from the Contractor under this Agreement shall not be charged tuition or fees for any training included in this Agreement.

5. Insurance

- a. During the entire term of this agreement and any extension or modification thereof, Contractor shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles, of at least \$1,000,000 for each person and at least \$2,000,000 for each accident or occurrence for all damages arising out of death, bodily injury, sickness or disease, and at least \$1,000,000 for all damages arising out of injury to or destruction of property for each accident or occurrence. The policies shall be maintained with a reliable insurance carrier, approved by the District/Adult Education Division, authorized to do such public liability and property damage insurance business in the State of California. Insurance policies will cover incidents that occur at the Contractor's facility or any location off-site where services are being provided under terms of this Agreement. The insurance policies shall expressly name the District/Adult Education Division, the Board of Trustees and their agents, employees and officers as additional insured.
- b. No later than the effective date of this Agreement, Contractor shall provide the District with evidence of insurance, which includes the above-specified coverage and a provision of twenty (20) calendar days written notice to the District before cancellation or material damage.
- c. The Contractor shall at its own cost and expense procure and maintain insurance under the Worker's Compensation Law for the operation of its program.

6. Reports and Records

- a. The Contractor shall provide attendance reports as required by the District/Adult Education Division.
- b. The Contractor shall maintain and preserve student records until three (3) years or termination of this agreement.

Access to all records by approved District/Adult Education Division shall be provided upon demand.

7. Changes in Services

The Contractor shall notify the District/Adult Education Division when any change in curriculum is proposed. The District/Adult Education Division and State Department of Education will review and authorized appropriate changes prior to implementation.

8. Indemnification

Contractor shall defend, hold harmless, and indemnify the District and its officers, agents, and employees from all losses, costs, expenses, liabilities and claims for damages for death, sickness, or injury to persons or property including, without limitation, all consequential damages, from any cause whatsoever, arising from or in connection with the performance or operation of this Agreement, whether or not resulting from the negligence of Contractor, its agents or employees.

9. Subcontract and Assignment

Contractor shall not enter into subcontract for any of the work contemplated under this Agreement without first obtaining written approval from the District. Such approval shall be attached to and made a part of this Agreement. This Agreement binds the heirs, successors, assignees and representatives of the Contractor.

10. Notices

All notices provided for by this Agreement shall be in writing and may be delivered by certified or registered mail, postage prepaid. Notices to the District shall be addressed to **Ventura Unified School District, Attn: Director/Principal, Continuing Education, 5200 Valentine Road, Ventura, CA 93003**. Notices to the Contractor shall be addressed to: **The Arc of Ventura County, Inc., 5103 Walker Street, Ventura, 93003**. The effective date of notice shall be the date of postmark.

11. Notwithstanding anything to the contrary, the District and the Contractor reserve the right to terminate this Agreement by providing sixty (60) days notice prior to termination, or modified by the District with thirty (30) days notice in the event that the State funding which supports the program is reduced during the applicable fiscal year.

12. This Agreement shall become effective **July 1, 2020** and terminate on **June 30, 2021**, unless extended by agreement of the parties. Any amendments or modifications to this Agreement shall only become effective when executed in writing by both parties.
13. If the State Department of Education eliminates contract instruction with nonprofit agencies, this Agreement shall be void on the date of that decision.

IN WITNESS WHEREOF, the parties have executed this Agreement

Ventura Unified
School District

The Arc of Ventura County, Inc.

Donna Rose
Donna Rose
Assistant Superintendent

Patricia Delaney
Arc Representative

6/8/20
Date

6/8/20
Date

VENTURA UNIFIED SCHOOL DISTRICT

2020-2021 FACILITY USE FEE SCHEDULE

Effective July 1, 2020 – June 30, 2021

Category descriptions on page 2



School Facility HOURLY RATE - 2 hour minimum rental	Category 2 Part Cost Groups	Category 3 Direct Cost Groups	Category 4 Fair Rental Value
Classroom: A/V use – see Other Charges	\$12.00	\$20.00	Special Arrangements
Library, Media Center, Staff Lounge, Oversized Classroom	\$16.00	\$28.00	\$63.00
Auditorium-Buena (fixed seating 950)	\$45.00	\$90.00	\$191.00
Auditorium-Ventura (fixed seating 1440)	\$59.00	\$111.00	\$240.00
Little Theater	\$22.00	\$36.00	\$99.00
Dressing Room	\$12.00	\$20.00	\$47.00
Cafeteria/MPR	\$22.00	\$32.00	\$111.00
School Kitchen- ** staff required-additional fees apply	\$11.00	\$11.00	\$11.00
Quad/Lawns	\$12.00	\$20.00	\$47.00
Parking Lots - all VUSD locations	\$21.00 Flat	\$27.00 Flat	\$47.00 Flat
Restrooms	Special Arrangements for large events (\$13 p/h for 50 +events per restroom)		

Athletic Facility HOURLY RATE - 2 hour minimum rental	Category 2 Part Cost Groups	Category 3 Direct Cost Groups	Category 4 Fair Rental Value
Activity Rm., Wrestling Rm., Dance Rm.	\$16.00	\$28.00	\$63.00
Baseball/Softball: H.S., M.S.	JV Field \$15.00 Varsity \$20.00	\$20.00 \$27.00	Special Arrangements \$47.00
Fields/Playgrounds/Courts: Elem, M.S.	Practice \$13.00 Flat Camps/Games/Tournaments \$11.00	\$16.00 \$20.00	Not Available
Fields/Courts: High School	Practice \$14.00 Camps/Games/Tournaments \$20.00	\$20.00 \$25.00	Not Available
Gym:	Buena & Ventura Tuttle \$20.00 Middle Schools & Ventura Main St. \$20.00 Scoreboard \$10.00	\$31.00 \$25.00 \$10.00	\$133.00 – 3 hrs. min. Not Available
Stadium Use:	Games –3 hour minimum Practice/Scrimmage \$79.00 Locker Room/Field House \$12.00 Snack Bar \$42.00 Announcer’s Booth & PA system \$10.00 Scoreboard \$10.00 Stadium Lights \$167.00 Flat	\$150.00 \$83.00 \$12.00 \$41.00 \$10.00 \$10.00 \$167.00 Flat	\$439.00 \$138.00 \$12.00 \$42.00 \$10.00 \$10.00 \$167.00 Flat
Track & Field Use: See stadium rates for additional fees	Practice \$41.00 Meets – Stadium Use \$447.00 Per Meet	Special Arrangements \$674.00 Per Meet	Not available Special Arrangements
Swimming Pool: Lifeguard not provided	Practice w/Locker Rooms \$44.00 Tournaments w/Locker Rooms \$59.00 Scoreboard \$10.00	\$56.00 \$87.00 \$10.00	Not Available

Please Note: The governing board (or designee) may, at their discretion, waive charges to organizations where deemed appropriate.

Education Service Center <i>HOURLY RATE- 4 hour minimum rental</i>	Category 2 Part Cost Groups	Category 3 Direct Cost Groups	Category 4 Fair Rental Value
ESC Conference Rooms: Small Room: 1 – 15 capacity Medium Room: 15-25 capacity Large Room: 50-150 capacity Technology Classroom: 24 capacity Audio/Visual Equipment	\$11.00 \$18.00 \$30.00 \$44.00 \$10.00 Flat	\$18.00 \$30.00 \$44.00 \$67.00 \$10.00 Flat	\$44.00 \$67.00 \$102.00 Special Arrangements \$10.00 Flat
ESC Fields: Practice <i>Athletes under 10 years of age only</i>	\$13 Flat	Not Available	
ESC Parking Lot:	Long and short term rental space available Please contact the Reservations Office for more information.		
ESC Large Community Events:	Please contact the Reservations Office Restrictions apply to soccer and baseball fields. <i>Staff required, additional fees apply*</i>		

Personnel 4 hour minimum for weekend and large events assignments	
*Custodial Grounds/Facility	\$59.00 Hourly – Fee based on facility usage and the number of attendees.
**FNS Staff -Kitchen	\$59.00 Hourly– A pre-event consultation may be required for some events.
IT Technician	\$45.00 Hourly –A VUSD Food & Nutrition Service staff is required during VUSD kitchen use.
	\$57.00 Hourly
Other Charges	
Audio/Visual Equipment Use	\$10.00 Flat Rate
Scoreboard	\$10.00 Hourly
Utility	\$12.00 Flat Rate
Restrooms – large events	\$13.00 Hourly
Rigging (Auditorium)	\$59.00 Hourly
Field Striping	\$59.00 Hourly
Filming - Production and Still	Fees Negotiable – <i>Details of facility use will be required. Contact Reservations Office.</i>

ALL CATEGORIES, ALL EVENTS, ALL FACILITY USE

Additional custodial and grounds fees may be incurred if:

- facility is not left in an orderly manner – please leave premises the same level of cleanliness as it was received
- facility usage extends past the reservation – fee based on additional usage
- facility is used after hours, weekends, or during VUSD Fall, Winter, Spring, Summer School Breaks

Category 1 School Related Activities	<i>Free Use applies to VUSD activities and programs directly related to the educational programs sponsored by VUSD and organizations that exist to support the employees and students of VUSD. The use of the facility shall be allowed at no cost on regular school days provided that the location has an employee on site to open, set-up and secure the facility.</i>
Category 2 Part Cost Groups	<i>Applies to non-profit organizations which are charitable in nature where a minimal fee or admission is charged and or engaged in fundraising activities that directly benefit the youth of this community. The City of Ventura Department of Parks & Recreation, sponsored youth activities and public educational institutions also qualify under this category. *See Note</i>
Category 3 Direct Cost Groups	<i>Applies to non-profit organizations that are not school connected or charitable in nature but are local in origin and are engaged in recreational, educational, political, and economic, artistic, and civic activities. As used in this section “direct costs” means those costs related to facility upkeep, supplies, utilities, custodial services and salaries paid to VUSD employees necessitated by the organization’s use. *See Note</i>
Category 4 Fair Rental Value	<i>Applies to private, commercial organization, and non-profit organizations not covered in Category 3 *See Note</i>

***Please Note: a deposit up to 20% may be required prior to event/season for Categories 2, 3, & 4.**

For more information: Ventura Unified School District | Business Services - Reservations Office
(805) 641-5000 x 1203 or leba.blanchard@venturausd.org



Ventura Adult and Continuing Education

Ventura Unified School District

5200 Valentine Road

Ventura, CA 93003

May 14, 2020

Ventura County Sheriff's Office
Commander Patti Salas
800 South Victoria Avenue
Ventura, CA 93009

Dear Commander Salas,

It is our desire to continue the agreement with the Ventura County Sheriff's Office under the same terms and conditions for the next one-year period commencing July 1, 2020 to June 30, 2021 per the existing Memorandum of Understanding entered into June 10, 2016. Section 2, entitled, Amendment and Extension of MOU reads as follows: "This MOU may be amended by a written agreement signed by both the DISTRICT and COUNTY/VCSO. Prior to this MOU's expiration date, this MOU may be annually extended for up to five additional one-year terms by a written agreement signed by both the DISTRICT and COUNTY/VCSO. A letter of agreement signed by an authorized representative of both the District and COUNTY/VCSO will be sufficient to amend and/or extend this MOU."

Below is a signature block for the Ventura Unified School District's authorized representative, for the purpose of providing consent to extend this agreement for the fifth option year.

Sincerely,

Carolyn Vang-Walker
Director/Principal
Ventura Adult and Continuing Education

Ventura Unified School District

By: _____

Betsy George

Title: _____

Asst Sup, Bus Serv

Date: _____

5/20/20

Ventura County Sheriff's Office

By: _____

Patti Salas

Title: _____

Commander

Date: _____

5/14/20

**Memorandum of Understanding
Between
Ventura Unified School District
And
County of Ventura**

This Memorandum of Understanding (MOU) is made this 1st day of July, 2020 by and between Ventura Unified School District (hereinafter referred to as "DISTRICT") and County of Ventura, acting through the Ventura County Sheriff's Office (hereinafter referred to as "COUNTY/VCSO").

Ventura Unified School District has overseen the delivery of adult educational and vocational services for over 50 years. Ventura Adult and Continuing Education (VACE) has been recognized on both the state and federal levels. VACE was granted a six-year dual accreditation by the Western Association of Schools and Colleges and the Council on Occupational Education in 2019. The program was identified as a "model program" that meets one of the five National Education Goals for "America 2000."

The Community Classroom services to be provided with Ventura County Sheriff's Office under this MOU will be to incarcerated adults and/or adults under active supervision of the Ventura County Sheriff's Office.

1. TERM

The term of this MOU shall be effective for the 2020-21 school year through June 30, 2021.

2. AMENDMENT AND EXTENSION OF MOU

This MOU may be amended by a written agreement signed by both the DISTRICT and COUNTY/VCSO. Prior to this MOU's expiration date, this MOU may be annually extended for up to five additional one-year terms by a written agreement signed by both the DISTRICT and COUNTY/VCSO. A letter agreement signed by an authorized representative of both the DISTRICT and COUNTY/VCSO will be sufficient to amend and/or extend this MOU.

3. DISTRICT's RESPONSIBILITIES

A) Provide adult educational and vocational curriculum to incarcerated adults and those under the jurisdiction of the COUNTY/VCSO, which will include state-authorized courses within the following areas:

- Academic Instruction
- Basic Skills Training
- Vocational Education and Training
- English as a Second Language
- Health and Wellness Programs
- Parent and Family Education

- B) Provide appropriate teaching staff and curriculum, program resources, and facilitate educational and career assessments.

DISTRICT has sole authority over staffing necessary to provide services identified within the MOU including, but not limited to, subcontracting the services to third-party contractors that the DISTRICT identifies as qualified.

4. VENTURA COUNTY SHERIFF'S OFFICE RESPONSIBILITIES

COUNTY/VCSO will assign classroom space at the designated locations (TBD). COUNTY/VCSO will assess clients' needs to ensure appropriate referrals are made to these services; and will assist with documentation of classroom attendance.

5. MUTUAL RESPONSIBILITIES

DISTRICT and the COUNTY/VCSO will periodically review needs of COUNTY/VCSO clients to identify which educational and vocational services will best service the targeted population.

6. PAYMENT

The parties both agree that there will be no payment involved for services rendered by either party under this MOU.

7. INSURANCE AND INDEMNIFICATION

A. INDEMNIFICATION BY DISTRICT - DISTRICT shall indemnify, defend and hold COUNTY OF VENTURA (COUNTY), and COUNTY'S agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU of DISTRICT, and DISTRICT's officers, agents and employees.

B. INDEMNIFICATION BY COUNTY - COUNTY shall indemnify, defend and hold DISTRICT, and DISTRICT's agents, officers, board members and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this MOU of COUNTY, and COUNTY'S officers, agents and employees.

C. NO AGENCY

Except as otherwise specified herein, for the purposes of this section, DISTRICT shall not be deemed to be COUNTY'S agent, and COUNTY shall not be deemed to be DISTRICT'S agent.

D. NOTIFICATION

Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. CONTINUING OBLIGATION

To the extent that the DISTRICT has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

To the extent that COUNTY has agreed to indemnify, defend and hold harmless DISTRICT, its agents, officers, board members and employees under this MOU, said obligations shall continue to exist during the term of this MOU and subsequent to this MOU for those acts or omissions giving rise to liability which occurred during this MOU.

F. INSURANCE

Each party recognizes and accepts the other party is self-insured. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.


8. TERMINATION

Either party may terminate this MOU with sixty (60) days advance written notice. Additionally, both parties will consider the status of class participants during this process.

9. SIGNATURES

VENTURA UNIFIED SCHOOL DISTRICT

COUNTY OF VENTURA

By: 
Betsy George

By: 
Patti Salas

Title: Assistant Superintendent
Business Services, VUSD

Title: Commander
Ventura County Sheriff's Office

Date: 5/20/20

Date: 5/14/20

**VENTURA UNIFIED SCHOOL DISTRICT
RESOLUTION #20-18**

ADOPTION OF THE 2020-21 EDUCATION PROTECTION ACCOUNT (EPA) ALLOCATION

WHEREAS, the VOTERS APPROVED Proposition 55 in November 2016;

WHEREAS, the Proposition 55 amended Article XIII, Section 36 to the California Constitution effective November 2016;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, 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;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated in the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the Governing Board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the Governing Board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, schools district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county office of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent were made at a public meeting of the Governing Board of Ventura Unified School District held on June 2, 2020;
2. In compliance with Article XIII, Section 36(e), the California Constitution, the Governing Board of Ventura Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED this 23rd day of June, 2020 by the Governing Board of the Ventura Unified School District of Ventura County, California by the following vote:

AYES: _____ NOES: _____ ABSENT: _____ ABSTAIN: _____

President of the Board

ATTEST:

Clerk of the Board

Attachment: 2020-21 EPA Expenditures by Function-Detail

**Ventura Unified School District
2020-21 Education Protection Account
Expenditures by Function - Detail**

**Expenditures through: June 30, 2021
Fund 010, Resource 1400 Education Protection Account**

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
Local Control Funding Formula Sources (State)	8010-8099	\$19,999,741.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		\$19,999,741.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	\$19,999,741.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services Other	3700	0.00
Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		\$19,999,741.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

[REDACTED]

FINAL SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

[REDACTED] and [REDACTED], Parents, on behalf of [REDACTED]
v.
Ventura Unified School District and Ventura County Office of Education

[REDACTED] Case No. LS202006

May 28, 2020

This Final Settlement Agreement and Release of Claims ("Agreement") is entered into between [REDACTED] and [REDACTED] ("Parents"), Individually, on their own behalves, and on behalf of their [REDACTED] ("Student"), (Parents together with Student referred to as "Family"), and the Ventura Unified School District ("VUSD") and the Ventura County Office of Education ("VCOE"). The VUSD and VCOE shall be collectively referred to as "District," together with Family referred to as "Parties."

NATURE AND STATUS OF DISPUTE

A dispute has arisen between the Parties with respect to whether the District failed to appropriately assess Student in all areas of suspected [REDACTED] and whether the District failed to offer Student a Free and Appropriate Public Education ("FAPE") at all relevant times through and including the date of full execution of this Agreement. On or around March 12, 2020 Family filed its Complaint for due process against the District ("Complaint"), with the [REDACTED]. [REDACTED] assigned Case No. [REDACTED] to Student's Complaint. The Family's Complaint and its contents are encompassed in the term "Dispute" for the remainder of this Agreement. The term "Dispute" also includes any and all claims for damages, tort claims, claims brought pursuant to the Americans with Disabilities Act, Rehabilitation Act of 1973, and Public Records Act requests brought by Family against District on or before the date of full execution of this Agreement. The term Disputes also includes any and all other claims between the Parties, however framed, known and unknown, except for claims related to the implementation of this Agreement, through and including the date of full execution of this Agreement.

In order to avoid the time and expense of litigating the Disputes, the Parties have agreed to this full and final resolution of all Disputes, known and unknown, through and including the date of full execution of this Agreement.

RELEASE AND DISCHARGE OF ALL CLAIMS

This Agreement is entered into by the Parties for the purpose of compromising and settling all of Family's Disputes, inclusive of known and unknown claims, through and

[REDACTED]

including the date of full execution of this Agreement. This Agreement does not constitute an admission of liability by the District or Family for any purpose.

Parents, on behalf of themselves and Student, hereby fully release and discharge the District, including but not limited to, their past and present officials, employees, successors, predecessors, assigns, agents, attorneys, consultants, affiliates, and representatives from all claims, damages, liabilities, rights, and complaints of whatever kind or nature arising from or related to the Disputes, and known and unknown claims, through and including the date of full execution of this Agreement.

Parents, on behalf of themselves and Student, agree that this Final Agreement settles any and all claims or causes of action for attorneys' fees and costs related to the Disputes resolved herein including known and unknown claims as of the date of full execution of this Agreement, including but not limited to all issues relating to Student's educational program through and including the date of full execution of this Agreement.

This release and discharge applies to any action or proceeding based on any state or federal statute, regulation, case decision, and all claims made, or that could have been made, under the IDEA (20 U.S.C. § 1400 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 732), 42 U.S.C. section 1983, the Americans with Disabilities Act (42 U.S.C. § 12101), California Education Code section 56000 et seq., Government Tort Claims Act, The Unruh Act, *School Committee of the Town of Burlington v. Dept. of Ed.*, 471 U.S. 359, 105 S.Ct. 1996 (1985), in any forum that includes but is not limited to, OAH, California Department of Education, Office for Civil Rights, and federal and state civil courts. Notwithstanding the above, nothing in this Agreement shall be construed as a waiver of the Parties' legal requirement to exhaust their administrative remedies pursuant to *Paul G. v Monterey Peninsula Unified School District and California Department of Education*, 18-16536 (9th Cir. 2019), or any other case and/or statutory provision. Further, Parent waives any claim for money damages related to the Disputes unless such waiver is not permitted under the law.

CONSIDERATION

In consideration of the premises and promises contained herein, the Parties agree as follows:

1. **As and for compensatory education**, and following full execution of a final Settlement Agreement, and Board approval, the District will contract with [REDACTED] to provide Student with one-to-one nonpublic agency ("NPA") aide support. One-to-one behavioral aide support shall be added to Student's [REDACTED] and shall be part of Student's "stay put" placement until such time as the [REDACTED] team, including Parent agrees otherwise. Should [REDACTED] be unable to contract with the District, or be unable to provide an

[REDACTED]

NPA aide, the District will contract with another mutually- agreed upon NPA for the one-to-one aide support. Following full execution of this Agreement and Board approval, the District will provide Parent with an Amendment [REDACTED] setting forth the one-to-one behavioral aide. Should Parent fail to sign the Amendment, Parents' signature to this Agreement shall suffice as consent.

2. **As and for compensatory education**, and following full execution of this final Settlement Agreement and Board approval, the District will contract with [REDACTED] to provide Student with [REDACTED] Supervision by a [REDACTED] for three (3) hours per month. [REDACTED] Supervision services for three (3) hours per month shall be added to Student's [REDACTED] and become part of Student's "stay put" placement until such time as the [REDACTED] team, including Parent agree otherwise. Should [REDACTED] be unable to contract with the District, or be unable to provide Supervision by a [REDACTED], the District will contract with a mutually agreed upon NPA for the supervision service. Following full execution of this Agreement and Board approval, the District will provide Parent with an Amendment [REDACTED] setting forth the [REDACTED] supervision service. Should Parent fail to sign the Amendment, Parents' signature to this Agreement shall suffice as consent.
3. **As and for compensatory education**, and following full execution of this final Settlement Agreement and Board approval, the District will contract with a District-chosen NPA to provide Student with a total of one hundred and twenty (120) hours of compensatory education services of Parents' choice (such as speech, occupational therapy, physical therapy) to be used through and including the last day of the 2021-2022 extended school year ("ESY"), according to the VUSD calendar. VUSD shall inform Parents of the chosen NPA, and provide Parents with a list of the types of services that the NPA provides. Parents will thereafter be responsible for arranging all compensatory services with the NPA. If the NPA is unable to provide services to Student when given a reasonable schedule by Parents, the District shall contract with another District-chosen NPA with which it has a contract. Compensatory services shall not be provided at school, nor provided during school hours. Parents hereby waive the right to seek reimbursement for any travel expenses that Parents incur related to these compensatory hours. If any hours remain after the last day of the 2021-2022 ESY, according to the VUSD calendar, any remaining hours shall be forfeited by operation of this Agreement.
4. Following full execution of this Agreement and Board approval, the District shall provide an amendment to Student's [REDACTED] to provide Student with a total of ninety (90) minutes per week of individual speech and language services. These 90 minutes of individual speech and language services shall replace the existing 60 minutes per week of speech that is contained in Student's [REDACTED]. Should Parent fail to sign the Amendment, Parents' signature to this Agreement shall suffice as consent.

- [REDACTED]
5. Parents hereby waive their request for Independent Educational Evaluations in the areas of speech and language, psychoeducation and functional behavior assessment.
 6. Parents' signature to this Agreement shall be consent and agreement to Student's [REDACTED], [REDACTED]. Upon school commencing, and once Student returns to a classroom setting, the [REDACTED], [REDACTED] shall be implemented, along with the Amendment [REDACTED] developed to reflect the services set forth in paragraphs 1, 2, and 4, above.
 7. District will cause to be issued a warrant made payable to Dan Robinson, Esq. in the amount of \$15,000.00 as payment towards Parent's attorneys' fees and costs in pursuit of the Disputes, and all other known and unknown claims and issues settled through this Agreement. This payment shall release and forever discharge the District from any and all claims for attorney fees in connection with the Disputes settled herein through and including the date of full execution of this Agreement. Such payment will be made within sixty (60) days after full execution of this Agreement, and approval by the District's Governing Board of Education, the District's receipt of an invoice for attorneys' fees, on letterhead, with dates, type and costs for services provided, but with attorney/client information redacted, and a W-9 tax form.
 8. Family accepts the terms of this Agreement as full consideration for their release of the Disputes and any and all claims the Family has against the District as described herein through and including full date of execution of this Agreement. Within five (5) days of written notice of Board approval and full execution of this Agreement, Parents shall dismiss [REDACTED] Case number [REDACTED] with prejudice.

UNKNOWN CLAIMS

9. Family certifies that they have read, and hereby waive the application of, the following provision of California Civil Code § 1542 to all claims connected with this Agreement:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known to him or her must have materially affected his or her settlement with the debtor.

Acknowledging Civil Code section 1542, Parents on behalf of themselves and Student, agrees to waive the protections of section 1542 in order to relinquish the Disputes and claims described herein. Specifically, Parents understand and acknowledge the significance and consequence of this waiver of section 1542, as

follows: (1) they may have additional causes of action, rights, or claims and attorneys' fees or costs arising or occurring up to the date of full execution of this Agreement, of which they are not now aware; and (2) they may not make a further demand for any such claims, fees, or costs upon themselves or their predecessors, successors, board, employees, or agents.

VOLUNTARY AGREEMENT

10. The Parties represent that they have, as of the date of signing of this Agreement, the legal capacity to understand, agree to, and sign this Agreement. The Parties have voluntarily resolved all disputed matters and enter into this settlement, which fully disposes all of the issues in controversy between the Parties. The Parties are represented by counsel of their own choosing and have had a full opportunity to review this Agreement with their counsel. The Parties represent that they fully understand the meaning of this document and enter into this Agreement knowingly and voluntarily. The Parties expressly represent that they enter into this Agreement freely and without fraud, undue influence, or duress and that prior to entering into this Agreement, they fully discussed with their counsel the remedies available to the Parties. They further acknowledge and represent that, in executing this Agreement, they have not relied on any inducements, promises, or representations other than those stated in this Agreement.

EXECUTION OF OTHER DOCUMENTS

11. The Parties shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

NO ADMISSION

12. This Agreement is entered into by the Parties for the purpose of compromising and settling all Disputes as described more fully above. It does not constitute, nor should it be construed as, an admission of liability by the Parties for any purpose. The services that the District agrees to provide through this Agreement do not constitute, and shall not be construed as, an admission of what is or was a FAPE for Student. In addition, no party shall be deemed the "prevailing party" for any purpose.

CONSTRUCTION AND INTERPRETATION

- a. Jointly Drafted: This Agreement is the product of negotiation among all Parties and is not to be construed as having been prepared by one Party or the other Party but will be construed as if all Parties jointly prepared this

Agreement. Any uncertainty or ambiguity will not be interpreted against any one Party.

- b. Headings: The headings contained in this Agreement are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

Applicable Law: The Agreement will be construed in accordance with, and be governed by, California State and Federal Law.

RELOCATION

13. If Student moves to a location outside of the District, Parents agree to notify the District, in writing, of their new address within thirty (30) days of Parents' relocation. All services described herein will be provided so long as Student resides within the attendance boundaries of the District.

COSTS AND ATTORNEYS' FEES

14. Except as provided herein, the Parties agree to bear their own attorneys' fees and costs.

ENTIRE AGREEMENT

15. This Agreement contains the entire Agreement between the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are superseded by this Agreement.

GOVERNING LAW

16. This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.

SEVERABILITY

17. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement and those remaining provisions shall continue in full force and effect.

IMPLEMENTATION AND CONFIDENTIALITY

18. By their signatures, the Parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all

Parties except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this Agreement.

SIGNATURE IN COUNTERPARTS

19. This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

BINDING EFFECT

20. This Agreement is for the benefit of, and shall be binding on, all Parties and their respective successors, heirs, and assigns.

EFFECTIVE DATE

21. This Agreement shall be effective upon full execution by the Parties and the next business day following ratification of the VUSD's Board of Education, whichever is later. The next Board meeting for VUSD is currently set to occur on June 23, 2020. Once fully executed the Parties cannot revoke their signatures on this Agreement and the Agreement is subject to the condition subsequent of approval/ratification by the District's Governing Board of Education.

AMENDMENTS

22. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both Parties.

AGREED.

June 9, 2020
Dated: _____, 2020

Parent, On _____ Own Behalf,
and on _____

June 9, 2020
Dated: _____, 2020

Parent, On _____ Own Behalf,
and on behalf of Student



VENTURA UNIFIED SCHOOL DISTRICT

Dated: _____, 2020

Betsy George
Assistant Superintendent

Dated: 6/10, 2020

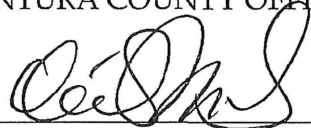
VENTURA COUNTY OFFICE OF EDUCATION



Regina Reed
Executive Director of Special Education

Dated: _____, 2020

VENTURA COUNTY OFFICE OF EDUCATION



Cesar Morales
Associate Superintendent

APPROVED AS TO FORM ONLY:

June 9, 2020

Dated: _____, 2020

LAW OFFICE OF DAN ROBINSON


DocuSigned by:

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Dan Robinson, Esq.
Attorney for Family

Dated: June 10, 2020

HATCH & CESARIO



Melissa Hatch, Esq.
Attorney for Ventura Unified School District and
Ventura County Office of Education



VENTURA UNIFIED SCHOOL DISTRICT

Dated: June 10, 2020

Donna Rose

Donna Rose
Interim Assistant Superintendent, Business Services

Dated: _____, 2020

VENTURA COUNTY OFFICE OF EDUCATION

Regina Reed
Executive Director of Special Education

Dated: _____, 2020

VENTURA COUNTY OFFICE OF EDUCATION

Cesar Morales
Associate Superintendent

APPROVED AS TO FORM ONLY:

June 9, 2020
Dated: _____, 2020

LAW OFFICE OF DAN ROBINSON

DocuSigned by:
E. Daniel Robinson
D3F264CE997D4AA...

Dan Robinson, Esq.
Attorney for Family

Dated: June 10, 2020

HATCH & CESARIO

Melissa Hatch, Esq.
Attorney for Ventura Unified School District and
Ventura County Office of Education

Includes Purchase Orders dated 05/21/2020 - 06/09/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
BP20-00578	CliftonLarsonAllen	451	FY19-20 External Audit Serices - Do not close YE	010-5802	68,250.00
VC20-00093	LOWES HOME CENTERS LLC STORE # 1734	452	Totes	130-4300	1,888.04
VC20-00094	MOBILE MINI INC	447	Rental - C4-21	210-6270	236.46
VC20-00095	H & M Gopher Control	447	Service	010-4300	622.32
VC20-00096	DRIVESHAFTPRO	447	Service	010-5600	324.25
VC20-00097	Advantage Products, Corp. Tred s & Paws Footwear	447	Custodial Supplies	010-4300	1,173.25
VCN20-00206	Sysco Food Services of Ventura , Inc.	449	Supplies, Food	130-9320	6,317.10
VCN20-00207	JORDANOS FOOD SERVICE	449	Supplies, Food	130-9320	2,766.72
VCN20-00208	Sysco Food Services of Ventura , Inc.	449	GG/OKSupplies, Food	130-9320	4,938.30
VCN20-00209	Sysco Food Services of Ventura , Inc.	449	Supplies, Food	130-9320	3,423.60
VCN20-00210	JORDANOS FOOD SERVICE	449	Supplies, Food	130-9320	2,205.36
VCN20-00211	Sysco Food Services of Ventura , Inc.	449	Supplies, Food	130-9320	968.40
VCN20-00212	P&R PAPER SUPPLY COMPANY INC	449	Supplies	130-9320	304.50
VCN20-00213	Gold Star Foods	449	Supplies, Food	130-9320	262.60
VCN20-00214	Gold Star Foods	449	Supplies, Food	130-9320	400.40
VCN20-00215	JORDANOS FOOD SERVICE	449	Supplies, Food	130-9320	6,481.81
VP20-00943	VENTURA COUNTY OFFICE OF ED AT TN: NICOLE SALEM	430	Conference	010-5202	240.00
VP20-02199	School Specialty, Inc. Account #238391	075	TK-2 Art- (Grade K) group	010-4300	209.98
VP20-02405	MJP TECHNOLOGIES INC	100	Headsets for classrooms	010-4300	878.43
VP20-02467	Woodcraft # 580	152	Supplies	010-4300	357.05
				010-4400	7,171.27
VP20-02526	National Geographic Learning Account #10323452	200	CTE BOOKS-NOT K12	110-4300	2,649.38
VP20-02528	School Specialty, Inc. Account #238391	079	supplies/art	010-4300	126.86
VP20-02542	FOLLETT SCHOOL SOLUTIONS INC	152L	New library books (library-bound copies)	010-4200	107.17
VP20-02543	FOLLETT SCHOOL SOLUTIONS INC	152L	Class textbook novels (library-bound)	010-4100	398.89
VP20-02730	Perma-Bound	061	Books	010-4200	491.85
VP20-02815	Burns Equipment Services	447	Service	010-5800	2,650.00
VP20-02888	Ventura County Office of Ed.	400	SELPA DHH service	010-5800	10,499.90
VP20-02889	Saurabh Bajaj DbA: Fastsigns of Ventura	200	Advertising Banner	110-5804	548.88
VP20-02890	NASCO FORT ATKINSON	069	Art Equipment	010-4300	32.15
				010-4400	3,174.62
VP20-02891	Ventura High School ASB	159	GG/OK Yearbooks	010-4300	215.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 05/21/2020 - 06/09/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
VP20-02892	AMAZON.COM	159	CTE - Supplies for Hospitality	010-4300	465.22
VP20-02893	Worth Data Inc.	454	Asset Tags	010-4300	323.25
VP20-02894	Southwest Plastic Binding Co A TTN: Rosemary Brummage	425	Whse Stock Laminating Film	010-9320	1,032.33
VP20-02895	AMAZON.COM	069	GG/OK Supplies	010-4300	48.05
VP20-02896	AMAZON.COM	420	Supplies for Danielle Cortes	010-4300	43.09
VP20-02897	CSBA CA School Board Assn.	305	2020/21 Membership: CSBA	010-5300	195.00
VP20-02898	Ponderosa Office Supply, Inc.	454	Whse Stock, Golf Pencils	010-9320	543.06
VP20-02899	OFFICE DEPOT ATTN School Desk	454	Whse Stock -Colored Paper-fill B/Os	010-9320	150.63
VP20-02900	VERITIV OPERATING COMPANY	454	Whse Stock #Copier - Paper	010-9320	1,191.18
VP20-02901	INTERSTATE RESTORATION LLC	455	Emergency Fire Remediation & Repair	010-5600	312,801.17
VP20-02902	Woo Houska LLP	305	Legal Services, Title IX	010-5803	324.00
VP20-02903	Sinclair Sanitary Supply	454	Whse Stock - floor wax stripper	010-9320	14,206.84
VP20-02904	SOUTHWEST SCHOOL & OFFICE SUP	454	Whse Stock A&C-2 - Crayola Crayons 2020-21	010-9320	6,072.96
VP20-02905	PYRAMID SCHOOL PRODUCTS	454	Whse Stock - Wool Dusters	010-9320	1,300.24
VP20-02906	COMPUWAVE	091	Print Cartridges	010-4300	70.04
VP20-02907	House Sanitary Supply, Inc.	454	Whse Stock - floor wax	010-9320	21,663.29
VP20-02908	E J Harrison & Sons Inc	447	Monthly Trash Expenses - March 2020	010-5507	28,307.89
VP20-02909	E J Harrison & Sons Inc	447	Monthly Trash Expenses - April 2020	010-5507	10,460.32
VP20-02910	Big Red Crane Company	447	Service	010-4300	600.00
				010-5800	1,130.00
VP20-02911	Cybercopy, Inc.	447	Service - Related to Project C8-21	250-6250	1,500.00
VP20-02912	City National Bank	159	waytekwire.com; CTE - Supplies, Transp.	010-4300	93.54
VP20-02913	SOUTHWEST SCHOOL & OFFICE SUP	454	Whse Stock - BI Reynolds	010-9320	5,437.32
VP20-02914	PYRAMID SCHOOL PRODUCTS	454	Whse Stock - Urinal Screens	010-9320	3,564.41
VP20-02915	AMAZON.COM	103	Supplies	010-4300	955.62
VP20-02916	AMAZON.COM	159	CTE - Supplies for Transportation	010-4300	146.32
VP20-02917	E J Harrison & Sons Inc	447	Monthly Trash Expenses - May 2020	010-5507	9,799.79
VP20-02918	OFFICE DEPOT ATTN School Desk	447	Office Supplies	010-4300	719.55
VP20-02919	Tolman & Wiker Insurance ATT: Dee	448	Insurance policy	010-5800	350.00
VP20-02920	City National Bank	200	daytimer.com; planner refill pages& storage	110-4300	90.40
VP20-02921	AALRR Attn: MARKETING	305	Legal Services	010-5803	715.00
VP20-02922	SNA (School Nutrition Assoc)	449	Membership-Kara Muniz	130-5300	132.50
VP20-02923	Food Safety Systems	449	Food Safety and Sanitation	130-5800	22,167.00
VP20-02924	City of Ventura Parks, Recreat ion and	156	FTHS ATHLETICS - facility use, Spring 2019-20	010-5600	1,077.50
VP20-02925	SINCLAIR SANITARY SUPPLY CO IN	454	Whse Stock - cleaners	010-9320	5,586.67
VP20-02926	HOUSE SANITARY SUPPLY	454	Whse Stock - cleaners	010-9320	723.84

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Includes Purchase Orders dated 05/21/2020 - 06/09/2020

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
VP20-02927	PYRAMID SCHOOL PRODUCTS	454	Whse Stock #A&C 3 - 2020-21 Constr Papers	010-9320	8,230.34
VP20-02928	SCHOOL SPECIALTY ACCT #238391	454	Whse Stock #A&C 3 - 2020-21 Constr Papers	010-9320	8,392.12
VP20-02929	S & S WORLDWIDE Recreation	454	Whse Stock #A&C 3 - 2020-21 Constr Papers	010-9320	1,989.33
VP20-02930	SOUTHWEST SCHOOL & OFFICE SUP	454	Whse Stock #A&C 3 - 2020-21 Constr Papers	010-9320	8,455.01
VP20-02931	PYRAMID SCHOOL PRODUCTS	454	Whse Stock #GEN - Oxford/Esselte/AmPad 2020-21	010-9320	1,289.66
VP20-02932	STANDARD STATIONERY SUPPLY LLC	454	Whse Stock #GEN - Oxford/Esselte/AmPad 2020-21	010-9320	315.23
VP20-02933	Ventura Co Office of Education Curriculum and Instruction	401	TKA COST NON CONSORTIUM	010-5202	1,000.00
VP20-02934	Aha Process Inc.	061	Workshop	010-5202	199.00
VP20-02935	SOUTHWEST SCHOOL & OFFICE SUP	454	Whse Stock #GEN - Oxford/Esselte/AmPad 2020-21	010-9320	4,737.24
VT20-00412	MJP TECHNOLOGIES INC	455	Computer (VHS Fire)	010-4400	810.74
VT20-00417	Decision Insite	306	Street Index Data Proposal	010-5800	2,400.00
VT20-00418	NEWSELA INC	200	License Renewal	110-5806	2,860.00
VT20-00419	BorderLAN Security	306	1 Yr subscription Sch. Mobile Device Management	010-5806	24,525.00
VT20-00420	MJP TECHNOLOGIES INC	100	Laptops for PE Teachers	010-4400	1,623.30
VT20-00421	INSTRUCTURE	315	Canvas Training Subscription 07/01/20-06/30/21	010-5806	383.78
				010-9330	4,605.30
VT20-00422	Edgenuity Inc.	410	Edgenuity Licenses Summer School	010-5806	16,000.00
VT20-00423	Paton Group	200	Annual System Maintenance	110-5800	1,973.63
VT20-00424	AALRR Attn: MARKETING	305	Webinar	010-5202	35.00
Total Number of POs				83	
				Total	674,127.24

Fund Recap

Fund	Description	PO Count	Amount
010	General Fund	63	612,012.16
110	Adult Education Fund	5	8,122.29
130	Cafeteria Fund	13	52,256.33
210	Building Fund	1	236.46
250	Capital Facilities Fund-Reside	1	1,500.00
		Total	674,127.24

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 05/21/2020 - 06/09/2020

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
BP20-00032	14,000.00	010-4300	General Fund/Materials and Supplies	93.16
BP20-00034	2,000.00	010-4300	General Fund/Materials and Supplies	585.64
BP20-00439	2,627.40	010-4300	General Fund/Materials and Supplies	1.21
VIM20-00018	4,762.55	010-4100	General Fund/Textbooks	.00
VP20-02017	67.38	010-4300	General Fund/Materials and Supplies	58.76-
VP20-02153	408.42	010-4300	General Fund/Materials and Supplies	52.58-
VP20-02156	737.05	010-4300	General Fund/Materials and Supplies	3.29-
VP20-02194	694.78	010-4300	General Fund/Materials and Supplies	3.21-
VP20-02196	126.00	010-4300	General Fund/Materials and Supplies	8.52-
VP20-02229	169.06	010-4300	General Fund/Materials and Supplies	120.64-
VP20-02245	367.45	010-4300	General Fund/Materials and Supplies	137.12-
VP20-02499	839.36	010-4300	General Fund/Materials and Supplies	13.98-
VP20-02611	328.81	010-4300	General Fund/Materials and Supplies	71.07-
VP20-02698	22.44	010-4300	General Fund/Materials and Supplies	193.93-
VP20-02716	90.39	010-4300	General Fund/Materials and Supplies	18.59-
VP20-02758	19,460.30	010-5800	General Fund/Professnl/Consult Serv & Opera	11,219.40
VP20-02801	775.78	010-4300	General Fund/Materials and Supplies	42.67-
VP20-02852	6,763.97	010-4300	General Fund/Materials and Supplies	90.29-
Total PO Changes				11,084.76

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Page 4 of 4

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

for Special Board Meeting on June 16, 2020

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Ventura Unified School District hereinafter referred to as “District.”

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Ventura Unified School District as requested by CSBA;
- b. provide appropriate facilities or virtual platform for each session; and
- c. provide necessary food and refreshments (this is not needed for a virtual workshop).

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a virtual workshop to be completed not later than June 30, 2020 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2020, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

<p>Sabrena Rodriguez Board President</p> <p>Ventura Unified School District Address: 255 W. Stanley Ave. Ventura, CA 93001 Phone: (805) 641-5000</p>	<p>Dr. Roger Rice Superintendent</p> <p>Ventura Unified School District Address: 255 W. Stanley Ave. Ventura, CA 93001 Phone: (805) 641-5000</p>	<p>Naomi Eason, Ed.D Assistant Executive Director, Member Services California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407</p>
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- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

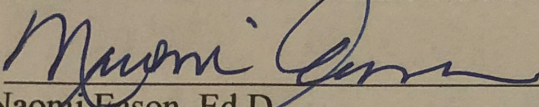
BY: _____
Sabrena Rodriguez, Board President

DATED: _____

BY: _____
Dr. Roger Rice, Superintendent

DATED: _____

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: 

Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

DATED: 6/10/20

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

For Special Board Meeting on June 18, 2020

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as “CSBA” and Ventura Unified School District hereinafter referred to as “District.”

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Ventura Unified School District as requested by CSBA;
- b. provide appropriate facilities or virtual platform for each session; and
- c. provide necessary food and refreshments (this is not needed for a virtual workshop).

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate;
- b. provide governance consulting services, which may include a virtual workshop to be completed not later than June 30, 2020 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop;
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2020, or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

<p>Sabrena Rodriguez Board President</p> <p>Ventura Unified School District Address: 255 W. Stanley Ave. Ventura, CA 93001 Phone: (805) 641-5000</p>	<p>Dr. Roger Rice Superintendent</p> <p>Ventura Unified School District Address: 255 W. Stanley Ave. Ventura, CA 93001 Phone: (805) 641-5000</p>	<p>Naomi Eason, Ed.D Assistant Executive Director, Member Services California School Boards Association 3251 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 371-3407</p>
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- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

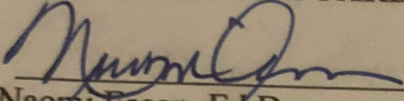
BY: _____
Sabrena Rodriguez, Board President

DATED: _____

BY: _____
Dr. Roger Rice, Superintendent

DATED: _____

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