REGULAR BOARD MEETINGS
June 26, 2019

Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Joe Esquivel, President
Linda Aguilar, Clerk
Eleanor Torres
Felix Eisenhaur, DMA
Edith Martinez-Cortes
Office of Student and Family Services  
3300 Cortez Street  
Oxnard, CA 93036

1. Open Session 5:30 p.m.
   1.1 Pledge of Allegiance
   1.2 Call to Order
   1.3 Roll Call

2. Approval of the Agenda
   2.1 Agenda Correction, Additions, Modifications
   2.2 Approval of the Agenda

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

4. Closed Session To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.

   4.1 Conference with legal counsel – anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code Section 54946.9(d)(2). Number of cases: 1.

   4.2 Conference with legal counsel – anticipated litigation. Initiation of litigation, pursuant to Gov. Code Section 54956.9(d)(4). Number of cases: 1.

   4.3 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschstein, special consultant to District Negotiating parties: Caleb Roop, Pacific West Communities, Inc., an Idaho corporation Under negotiation: price and terms of payment


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

   4.6 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee’s Association and Rio Teachers’ Association

https://go.boarddocs.com/cahio/Board.nsf/Private?open&login#
5. Reconvene Open Session 6:30 p.m.

5.1 Report of Closed Session

6. Presentations/Recognitions

6.1 Recognition of Rio Schools Foundation Parent Volunteer

7. Communications

7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

7.5 Public Comment—Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board’s ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

8. Information

8.1 Business Services Report

8.2 Educational Services Report

9. Discussion/Action

9.1 Approval of Resolution 19/20-01 of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2019-2020


9.3 Final Reading and Approval of CSBA Revised Board Policies

9.4 First Reading allowing the Governing Board to Authorize District Staff to Complete the Memorandum of Understanding Between the Rio School District and Pacific Communities

9.5 Approval of Parent English Learner Advisory Committee (PELAC) Minutes 2018-2019

9.6 RSD and CSEA 18/19 Tentative Agreement

9.7 Approval of LCAP Federal Addendum

9.8 Approval of Local Control Accountability Plan

9.9 Adopted Budget for 2019/2020
10. Consent

10.1 Approval of the Consent Agenda
10.2 Approval of the Minutes of the Special Board Meeting of May 7, 2019
10.3 Approval of the Minutes of the Regular Board Meeting of May 15, 2019
10.4 Approval of the Minutes of the Regular Board Meeting of June 5, 2019.
10.5 Approval of the Donation Report
10.6 Ratification of the Commercial Warrant
10.7 Personnel Report
10.8 Approval of the Certification of Signatures FY1920
10.9 2019/2020 Academic Calendar (revised)
10.10 2019/2020 Preschool Calendar
10.11 Approval of Lease with Interface
10.12 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo
10.13 Approval of 19/20 Contract with Sage Realty Group
10.14 Contract Renewal of Professional Development Contracts FY 2019/20
10.15 Approval of Contract Renewal with HipHop Mindset FY 19/20
10.16 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 19/20
10.17 Approval of Contract Renewal with Godoy Studios FY 2019/20
10.18 Copy of Approval of Contract Renewal with Hekar Rivera FY 1819
10.19 Approval of Contract Renewal with Steve Sunnarborg FY 19/20
10.20 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2019/20
10.21 Approval of Service Agreement Renewal with Raymond Kirk to Provide Music Instruction FY 2019/20
10.22 Approval of Contract Renewal with Lawrence Interactive Media FY 2019/2020
10.23 Approval of the Service Agreement Between Rio School District and Blaine Kutin to Provide Data Analysis Services FY 2019/2020
10.24 Contract Renewal with Learning Priority FY 2019/2020
10.25 Approval of Renewal of Newsela Agreement for the 2019-2020 School Year
10.26 Approval of Food Service Vending Contract with Child Development Resources (CDR)
10.27 Approval of Food Service Vending Contract with Continuing Development Incorporated (CDI)
10.28 Approval of Food Services Equipment Grant
10.29 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects.

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

10.31 Approval for Rio Del Sol organized ASB

10.32 Approval of Overnight field trip for Genius Summer Camp Culminating Activity at UCSB

10.33 Approval of Cadet Corp Leadership Course Description for Rio del Valle School

10.34 Approval of renewal of MOU with Boys and Girls Club of Greater Oxnard and Port Hueneme to provide After School Education and Safety program staffing

10.35 Approval of Child Development Resources Inc. (CDR) MOU 2019-2020

10.36 Approval of Resolution 19/20-03 Regarding Temporary Loans Between District Funds for Fiscal Year 2019-2020

10.37 Blanket Resolution No. 19/20-02 Regarding Appropriation Transfers

10.38 Approval of Proposal from BC Rincon for asphalt work at four school sites.

10.39 Approve Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation

10.40 Grounds Replacement Equipment

10.41 Purchasing 90 Windows laptops to replace old teacher computers

10.42 Authorizing superintendent to approve replacement technology purchases during the month of July

10.43 Approval of Patient Care Medical Pathway Course Description

10.44 Approval of Amendment with SAGE Realty Group for Additional Scope of Work Projects

10.45 2019/2020 Bell Schedules

10.46 Approval of Change Order from Junior Steel

10.47 Approval of Change Order from Anderson Systems

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: August 21, 2019

12. Adjournment

12.1 Adjournment
4. Closed Session To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.

4.1 Conference with legal counsel – anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code Section 54946.9(d)(2). Number of cases: 1.

Access: Public

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
4. **Closed Session** To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.

**Subject**: 4.2 Conference with legal counsel – anticipated litigation. Initiation of litigation, pursuant to Gov. Code Section 54956.9(d)(4). Number of cases: 1.

**Access**: Public

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**Public Content**

Speaker:

Rationale:

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**Administrative Content**

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**Executive Content**
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting

Category: 4. Closed Session To respect the public's time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.

Subject: 4.3 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036. Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District. Negotiating parties: Caleb Roope, Pacific West Communities, Inc., an Idaho corporation. Under negotiation: price and terms of payment.

Access: Public

Type:

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
## Agenda Item Details

**Meeting**
Jun 26, 2019 - RSD Regular Board Meeting

**Category**
4. Closed Session To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.

**Subject**

**Access**
Public

**Type**
Discussion

### Public Content

**Speaker:**

**Rationale:**

### Administrative Content

### Executive Content
Agenda Item Details

Meeting  Jun 26, 2019 - RSD Regular Board Meeting

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Subject  4.5 Public Employee Discipline/Dismissal/Release [Government Code 54957]

Access  Public

Type  Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting

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Access: Public

Type: Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting
Jun 26, 2019 - RSD Regular Board Meeting

Category
7. Communications

Subject
7.4 Superintendent Report

Access
Public

Type
Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Strategic Planning for 2019/2020

Administrative Content

Executive Content
8.1
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 8. Information
Subject: 8.1 Business Services Report
Access: Public
Type: Information
Goals:
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school
- Goal 1: Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Wael Saleh, Assistant Superintendent of Business Services
Rationale: Mr. Saleh will update the Governing Board on the following topics:

- Risk Management Update

Administrative Content

Executive Content
Agenda Item Details

Meeting:  
Jun 26, 2019 - RSD Regular Board Meeting

Category:  
8. Information

Subject:  
8.2 Educational Services Report

Access:  
Public

Type:  
Information

Goals:  
Goal 1 - Improved student achievement at every school and every grade in all content areas
Goal 2 - Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker:  Educational Services Staff

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

- After School Program Update

Administrative Content

Executive Content
**Agenda Item Details**

Meeting:  Jun 26, 2019 - RSD Regular Board Meeting

Category:  9. Discussion/Action

Subject:  9.1 Approval of Resolution 19/20-01 of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2019-2020

Access:  Public

Type:  Action

Fiscal Impact:  No

**Recommended Action**: Following discussion, it is recommended the Board of Trustees adopt Resolution No. 19/20-01, “Resolution of the Board of Trustees of the Rio Unified School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio Unified School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District for Fiscal Year 2019-2020.”

**Public Content**

Speaker:  Wael Saleh, Assistant Superintendent, Business Services

Rationale:

**BACKGROUND INFORMATION**

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

**CURRENT CONSIDERATIONS**

At the time of this proposed Resolution No. 19/20-01, the Board of Trustees will review and consider adopting the maximum special tax levy for non-exempt property in CFD No. 1 for Fiscal Year 2019-2020.

As development has occurred within CFD No. 1 the amount of money that can be generated by CFD No. 1 has increased allowing for the collection of Pay-as-You-Go ("Pay-Go") funds. Pay-Go funds are the special tax revenues collected in addition to what is required to pay the principal, interest, and administration costs of CFD No. 1, and such funds can be used to fund additional CFD-eligible improvements. Imposing the maximum special tax levy, approved by the Resolution 19/20-01 for non-exempt property in CFD No. 1, will result in approximately $1.3 million in Pay-Go funds. The following eligible projects have been identified as potential uses for these Pay-Go funds:
- Facilities related to space and school development and student support facilities.
RESOLUTION NO. 19/20-01

THE BOARD OF TRUSTEES OF
THE RIO ELEMENTARY SCHOOL DISTRICT ACTING
AS THE LEGISLATIVE BODY OF
COMMUNITY FACILITIES DISTRICT NO. 1 OF
THE RIO ELEMENTARY SCHOOL DISTRICT AUTHORIZING
THE LEVY OF SPECIAL TAXES WITHIN
COMMUNITY FACILITIES DISTRICT NO. 1
FOR FISCAL YEAR 2019/2020

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

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

WHEREAS, it is now necessary and appropriate that this Board levy and collect the special taxes for Fiscal Year 2019-20 for the purpose specified in the Ordinance, by the adoption of a resolution as specified in the Act and the Ordinance; and

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

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE RIO ELEMENTARY SCHOOL DISTRICT, ACTING IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:
Section 1. The above recitals are true and correct.

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

Section 3. In accordance with the Act and the Ordinance, there is hereby levied upon the parcels within the District, which are not otherwise exempt from taxation under the Act or the Ordinance of the special taxes for Fiscal Year 2019-20 at the tax rates set forth in the attachment prepared by David Taussig & Associates, Inc. for CFD No. 1 entitled "Maximum Annual Special Tax Levy for Fiscal Year 2019-20" (the "Levy") submitted herewith, which rates do not exceed the maximum rates set forth in the Ordinance. After adoption of this Resolution, the Superintendent of the District, or his designee, may make any necessary modifications to these special taxes to correct any errors, omissions or inconsistencies in the listing or categorization of parcels to be taxed or in the amount to be charged to any category of parcels; provided, however, that any such modifications shall not result in an increase in the tax applicable to any category of parcels and can only be made prior to the submission of the tax rolls to the Ventura County Auditor.

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

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

Section 6. The actions of District staff heretofore taken in order to obtain consent from the Ventura County Auditor to a later filing date are hereby ratified and the Clerk is hereby authorized and directed to transmit a certified copy of this Resolution and the Levy to the Ventura County Auditor, together with other supporting documentation as may be required to place said special taxes on the secured property tax roll for Fiscal Year 2019-20 on or before July 5, 2019, and to perform all other acts which are required by the Act, the Ordinance, or by law in order to accomplish the purpose of this Resolution.
ADOPTED, SIGNED AND APPROVED this __ day of June, 2019.

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

By: __________________________
President of the Board of Trustees of
the Rio Elementary School District

STATE OF CALIFORNIA )
 ) ss.
COUNTY OF VENTURA )

I, Joe Esquivel, Clerk of the Board of Trustees of the Rio Elementary School District, do hereby certify that the foregoing Resolution was duly passed, approved and adopted by the Board of Education of the Rio Elementary School District, at a general meeting of said Board held on the 26th day of June, 2019.

____________________________________
Clerk of the Board of Trustees of the
Rio Elementary School District,
State of California
### Maximum Annual Special Tax Rates by Zone

**For Fiscal Year 2019-20 Levy**

#### Zone 1 - Special Tax Rates Fiscal Year 2019-20

<table>
<thead>
<tr>
<th>Property Classification</th>
<th>Tax Class</th>
<th>Building Square Footage</th>
<th>Assigned Special Tax</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$1,707.42</td>
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<tr>
<td>Attached Unit</td>
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<td>Attached Unit</td>
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<td>1,700 - 1,999</td>
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<tr>
<td>Attached Unit</td>
<td>4</td>
<td>2,000 - 2,199</td>
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<tr>
<td>Very Low Affordable Unit</td>
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<tr>
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#### Zone 2 - Special Tax Rates Fiscal Year 2019-20

<table>
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### Zone 3 - Special Tax Rates Fiscal Year 2019-20

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<td>14</td>
<td>NA</td>
<td>$1,144.14</td>
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<tr>
<td>Non-Residential</td>
<td>15</td>
<td>NA</td>
<td>$1.00</td>
</tr>
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</table>

### Undeveloped Special Tax Fiscal Year 2019-20

<table>
<thead>
<tr>
<th>Zone</th>
<th>Undeveloped Special Tax per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zone 1</td>
<td>$29,429.90</td>
</tr>
<tr>
<td>Zone 2</td>
<td>$34,854.51</td>
</tr>
<tr>
<td>Zone 3</td>
<td>$16,950.75</td>
</tr>
</tbody>
</table>
Agenda Item Details

Meeting: Jun 26, 2019 – RSD Regular Board Meeting

Category: 9. Discussion/Action


Access: Public

Type: Action

Fiscal Impact: No

Recommended Action: It is recommended that the blanket authorization to dispose of obsolete property be approved for the 2019/2020 school year.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Director of Facilities accumulates obsolete property on an ongoing basis. Property is deemed obsolete when it is irreparable, beyond economical repair, or obsolete for District use. District staff must evaluate obsolete property and sell, recycle, donate or dispose of the property in the best interest of the District, in keeping with guidelines of the California Education Code. The Director of Facilities is seeking a "blanket" authorization to recycle property on an "as needed" basis without having to have a new board agenda item for each disposal effort. Disposal of obsolete property is an ongoing process throughout the year, waiting for upcoming Board meeting can delay the process by 2-4 weeks. Education Code Section(s) 17545 and 17546 allow the Governing Board to sell surplus or obsolete property through public sale, private sale, or to donate such property to a charitable organization, or to dispose of such property at a public dump.

Administrative Content

Executive Content
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.3 Final Reading and Approval of CSBA Revised Board Policies
Access: Public
Type: Information

Public Content
Speaker: Superintendent Puglisi

Rationale:

CSBA provides updates to board policies as changes to the law occur. District personnel have reviewed the attached policies and recommend approval.

Administrative Content

Executive Content
Agenda Item Details

Meeting       Jun 26, 2019 - RSD Regular Board Meeting
Category      9. Discussion/Action
Subject       9.4 First Reading allowing the Governing Board to Authorize District Staff to Complete the Memorandum of Understanding Between the Rio School District and Pacific Communities
Access        Public
Type          Action

Recommended Action: It is recommended that the Board recommends that the attached M.O.U regarding the water allocation for Rio Urbana be accepted as a first reading and be scheduled for approval at the next board meeting upon final review by District counsel.

Public Content

Speaker: Joel Kirschenstein, District Consultant

Rationale:

A. The District ("Seller") entered into a Purchase & Sale Agreement with The Pacific Communities ("Buyer").
B. The District then entered into a First Trust Deed with Buyer.
C. Buyer has released and paid back the majority of the First Trust Deed to the District.
D. Approximately $1.5 million remains to be paid from Buyer to District in the First Trust Deed/Note. There are additional collateral transactional items remaining between Buyer and District:
E. The District is paying rent to Buyer who purchased the District Office Administrative Facility at the time of the acquisition of the Rio Urbana site.
F. The District is relocating from the former District office site to Solar Drive and has elected not to go forward with the construction of a District office facility on the Rio Urbana site.

In summary, the District shall incorporate the items set forth above into the water allocation disposition. The final water allocation disposition and related items shall be scheduled for a future RSD board meeting with recommendations. There are no pending issues, just the need to incorporate the remaining items into a final MOU between Seller and Buyer.

Technical Memorandum and related items specifically pertaining to the water allocation transfer attached. List of attachments:

- Technical Memorandum
- Draft Memorandum of Understanding (MOU)

RioUrbanaWater.pdf (1,357 KB)
Administrative Content

Executive Content
Memorandum of Understanding between Rio School District and The Pacific Communities

Date: June 15 2019

Subject: Transfer of Groundwater Well Allocation from Rio School District Wells (Rio Del Valle School and Rio Real School) to former El Rio School Well

This Memorandum of Understanding affirms the transfer of groundwater well allocation in order to meet the City of Oxnard project entitlement conditions for the Rio Urbana project approvals. A transfer of a portion of the groundwater well allocation from existing Rio School District wells located on the Rio Del Valle School and Rio Real School parcels is required. The Rio Urbana project includes 167 residential units and an approximately 15,000 sf office building. The City of Oxnard CEQA Guidelines state a project that will require annexation into the City, will be required to be in compliance with Water Neutrality Policy.

The City has approved the project water demand per the attached Jensen Design & Survey Technical Memorandum date April 4, 2019. The project water demand is calculated 40.399 acre-feet per year (AFY) based on the current unit count, office building size, and landscape requirements. There is an existing water well on the former El Rio School parcel that has an historic allocation of 10,483 AFY. In compliance with City of Oxnard Water Neutrality Policy, an offset transfer of 29,916 AFY from other Rio School District groundwater well allocation is needed for the project; 34.31 AFY for the residential and landscape needs and 6,089 AFY for the office building. Jointly, the wells on Rio Del Valle and Rio Real parcels have an allocation of 42,610 AFY in addition to current domestic water service from the City of Oxnard and United Water Conservation District.

All groundwater well allocation transfers are subject to approval from Fox Canyon Groundwater Management Agency (GMA) within this jurisdiction. Upon Rio School District approval to transfer water allocation to the former El Rio School well, an application can be submitted to the GMA for their approval. Upon the GMA approval,
the project Water Neutrality will be established with subsequent staff recommendation for Rio Urbana project approval to the Oxnard City Council.

Therefore, Rio School District agrees to transfer 29.916 AFY from existing Rio School District wells to the former El Rio School well, subject to Fox Canyon Groundwater Management Agency final approval. The value for the water allocation transfer shall be addressed in the Purchase and Sale Agreement Terms. Current market value of water allocation transfer is estimated at $________ per AFY.

Rio School District

________________________________________  date _________________________

Name & Title

The Pacific Communities

________________________________________  date _________________________

Name & Title
TECHNICAL MEMORANDUM

To: Thien Ng, Assistant Public Works Director, City of Oxnard

Copy: Kathleen Mallory, Planning Manager, City of Oxnard
Joel Kirchenstein, Rio School District, Co-Applicant
Caleb Roope, Pacific Communities, Co-Applicant
Tony Talamante, P.E., Consultant to Pacific Communities

RE: Proposed Rio Urbana Residential and Commercial Office Development
Domestic Water Supply and Demand

The Rio Urbana Residential and Commercial Office Building Project has been submitted to the City of Oxnard Planning Department for review. The project will entail the demolition of the former El Rio School facilities for the proposed development and construction of 167 for sale residential unit community and a 15,100 square foot commercial office building for the Rio School District administrative needs. The property currently is within unincorporated County of Ventura and annexation into the City of Oxnard is proposed. As part of the annexation, groundwater pumping rights, established by Fox Canyon Groundwater Management Agency, will be transferred to the City of Oxnard in compliance with City of Oxnard CEQA Guidelines, May 2017, Water Neutrality Policy. This Technical Memorandum presents the analysis of projected water demand for the project, and the proposed transfer of pumping rights to the City of Oxnard from active Rio School groundwater wells.

Rio School District Fox Canyon Groundwater History

Historically, the domestic water supply for Rio School District facilities has been provided by a combination of three active ground water wells and domestic water connections with the City of Oxnard and United Water Conservation District. Prior to the proposed reductions in allocations from the Fox Canyon Ground Water Basin, the Rio School District was allowed to pump 100.240 AFY (acre feet per year) without incurring surcharges for over-pumping. Fox Canyon GMA is in process of conducting hearings to adopt an Ordinance which will require well owners to reduce groundwater pumping and reduce transferable allocation and pumping rights. Based on well pumping information provided by Rio School District and a courtesy review by Fox Canyon GMA, pumping a maximum of 52.074 AFY, including the well on the proposed project site parcel, will be allowed once the Ordinance is adopted. Currently, the well on Rio Urbana project site would have an allocation of 10.483 AFY per the proposed future Ordinance with the remaining amount of 41.591 AFY allocated to the other two wells to be held by the Rio School District.
Rio Urbana Project Demand

The water demand for the Rio Urbana Project is made up of three components:
1) Domestic water use by residents
2) Commercial water use for the commercial office building
3) Landscape irrigation for the entire project.

Rio Urbana Projected Domestic Water Use by Residence

The City of Oxnard has not developed a specific water demand calculation methodology for domestic use in high density attached units and apartments utilizing the current standards for water conservation fixtures and measures. For this project, as a comparative analysis it has been agreed to use water demand for a recently constructed nearby high density apartment project of similar size and product design. This comparable project contains 224 residential units and water meter readings for approximately two years from the City of Oxnard Water Department. The comparable project and the Rio Urbana project design requirements utilize the current industry standards for water saving fixtures and other measures as required by state and local regulations.

Utilizing the household size (number of persons per unit) defined in the California Plumbing Code the per capita domestic water use per day for the comparable project was determined to be 45.82 gallons per day per person. Using this per capita factor, based on the projected number of residents for the Rio Urbana project (543 people), the domestic water demand is estimated to be 27.87 AFY. Understanding not all projects are identical, occupancies can vary and change, and other variables, a 20% contingency was added to equal a total residential demand of 33.45 AFY. This water demand is equivalent to 55 gallons per person per day, which is the target value of the State of California Assembly Bill 1688 and State of California Senate Bill 606 state as use per person per day.

Project Commercial Water Use for the commercial office Building

The commercial office building is approximately 15,100 square feet. Using the City of Oxnard standard plate 43, the applicable sewer generation rate is 300 gallons per day per 1,000 square feet. Since the proposed building is approximately 15,100 square feet the resulting sewer generation is 4,530 gallons per day and using a 1.2 multiplier for water demand, at the resulting water demand estimate is 5,436 gallons of water per day. This calculates to a conservative 6.089 AFY water demand. It is unknown at the time how the office building will be occupied and number of occupants. Based on comparison of sewage generation to actual water demand, it can be established the calculation is conservative.

Landscape Irrigation

Landscape irrigation system will be designed for both spray and drip irrigation. The Landscape Architect has provided yearly water consumption calculations using the State of California landscape calculator. The calculator output is provided in the appendices. Results of the calculator show total irrigation for the entire site to be 0.850 AFY water demand. The landscape design palette will be conditioned to meet the City of Oxnard current "drought tolerant" standards.
Rio Urbana Projected Water Demand Summary

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Domestic</td>
<td>33.450 AFY</td>
</tr>
<tr>
<td>Water</td>
<td></td>
</tr>
<tr>
<td>Commercial Office</td>
<td>6.089 AFY</td>
</tr>
<tr>
<td>Building Water</td>
<td></td>
</tr>
<tr>
<td>Landscape Irrigation</td>
<td>0.860 AFY</td>
</tr>
<tr>
<td>Total:</td>
<td>40.399 AFY</td>
</tr>
</tbody>
</table>

Fox Canyon Groundwater Allocation Transfer

As stated above, the Rio Urbana project site and Rio School District would be currently allowed to pump 52.074 AFY from the existing wells of which 41.591 AFY is allocated to two existing wells located on neighboring Rio School District property and 10.483 AFY allocated to the well on the Rio Urbana project site parcel. The Rio Urbana project development and the Rio School District are in a position to transfer 40.399 AFY of groundwater pumping allocation to the City of Oxnard in compliance with City of Oxnard CEQA Guidelines, May 2017, Water Neutrality Policy. The Rio School District will maintain ownership of 11.675 AFY to meet the school facility needs in addition to the 6.089 transferred to the Rio School District commercial office building. The Rio School District expects the remaining allocation will be adequate to provide their water needs along with their current services connections to United Water Conservation District and City of Oxnard water lines. Although Fox Canyon GMA is currently in the process of revising their allocation transfer program as part of the SGMA work, they are aware this M&I to M&I transfer request will soon be submitted. The co-applicants will submit application and documents, including this letter, to Fox Canyon GMA to initiate the formal transfer process upon City of Oxnard approval of the proposed project water demand and allocation transfer.

Please contact us if you have any questions.

Sincerely,

[Signature]

James C. McCoskey, P.E.
Senior Civil Engineer I
Jensen Design & Survey, In
### Mosaic

<table>
<thead>
<tr>
<th># Units</th>
<th>S.F.</th>
<th>PPL per Unit**</th>
<th>People Extended</th>
<th>Total People</th>
<th>Meter 1 (gal./day)</th>
<th>Meter 2 (gal./day)</th>
<th>Ave. Total Use (gal./day)</th>
<th>90% Occupancy # People</th>
<th>Ave. Per Person (gal./day)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Bedroom*</td>
<td>144</td>
<td>730-745</td>
<td>2</td>
<td>288</td>
<td>9896</td>
<td>11879</td>
<td>21775</td>
<td>475.2</td>
<td>45.82</td>
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<tr>
<td>2 - Bedroom</td>
<td>80</td>
<td>988-1096</td>
<td>3</td>
<td>240</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

City Data Between Jan. 2017 & Aug. 2018

Assumed 90% Occupied

### Rio Urbana

<table>
<thead>
<tr>
<th># Units</th>
<th>S.F.</th>
<th>PPL per Unit**</th>
<th>People Extended</th>
<th>Total People</th>
<th>Demand from Mosaic (gal./day/person)</th>
<th>Rio Urbana Demand (AFY)</th>
<th>20% Contingency</th>
<th>Total Rio Urbana Demand (AFY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Bedroom</td>
<td>5</td>
<td>841</td>
<td>2</td>
<td>30</td>
<td>45.82</td>
<td>27.87</td>
<td>5.57</td>
<td>33.45</td>
</tr>
<tr>
<td>2 - Bedroom</td>
<td>115</td>
<td>901-1192</td>
<td>3</td>
<td>345</td>
<td>45.82</td>
<td>27.87</td>
<td>5.57</td>
<td>33.45</td>
</tr>
<tr>
<td>3 - Bedroom</td>
<td>47</td>
<td>N/A</td>
<td>4</td>
<td>188</td>
<td>45.82</td>
<td>27.87</td>
<td>5.57</td>
<td>33.45</td>
</tr>
</tbody>
</table>

Assumed 100% Occupied

* Mosaic has 5 units that are studio units
** Per California Plumbing Code

Jensen Design & Survey, Inc.
4/2/2019
**Agenda Item Details**

**Meeting**
Jun 26, 2019 - RSD Regular Board Meeting

**Category**
9. Discussion/Action

**Subject**
9.5 Approval of Parent English Learner Advisory Committee (PELAC) Minutes 2018-2019

**Access**
Public

**Type**
Action

**Public Content**

Speaker: Oscar Hernandez

Rationale:

The California Legislature believes that it is important for parents of English learners to become actively involved in their child's education. Therefore, each California public school district with 51 or more English learners must form a District-level English Learner Advisory Committee. Parents or guardians of English learners not employed by the district must constitute a majority membership (51 percent or more) of the committee.

Each school English Learner Advisory Committee (ELAC) must have the opportunity to elect at least one member of the Parent English Learner Advisory Committee (PELAC). The purpose of a PELAC is to advise the district's local governing board on programs and services for English learners. By requiring English Learner Advisory Committees (ELAC) and district Parent English Learner Advisory Committees, the legislature has emphasized its desire for parents of English learners to serve in leadership roles that promote positive relationships between schools and families.

Attached are copies of minutes for PELAC meetings for the period of November, 2018 through May, 2019. As part of the Federal Program Monitoring and Consolidated Application processes the Board of Trustees must review and approve the District-level English Learner Advisory Committee minutes.

**PELAC MINUTES 2018-2019.pdf (1,493 KB)**

**Administrative Content**

**Executive Content**
Welcome and introductions. See sign in sheets for those in attendance.

1. LCAP defined and reviewed. Mr. Hernandez briefly explained the funding that the district receives and expends through the LCAP.

2. LCAP services were described and the eight priorities were reviewed.

3. All school counselors were in attendance. They introduced themselves and discussed what led them into counseling careers. They provided a presentation about the work that they provide at the school sites. In addition to individual and group counseling, counselors also provide a multitude of additional services including, but not limited to: SART meetings, IPT meetings, classroom presentations, student councils, mindfulness, coffee with the Principal, referrals to community resources, campus tours, hip hop mindset, special events, restorative justice groups, parent conferences, translation, master schedule and schedule changes, Washington D.C. Trips and much more.

4. Parents and Mr. Hernandez made comments about the positive work that counselors are doing and the need to increase counseling services.
Meeting began at 6:53 p.m. Welcome and introductions. Translation was offered. Parents in attendance do not need translation. See sign in sheets for those in attendance.

1. LCAP Update- After school program goals were reviewed: 1) increase alignment and connectivity with the regular day, 2) Structured physical activities, and healthy nutrition and safety practices, and 3) All employees will take responsibility to see that all students feel values, safe, respected, and socially and emotionally happy and healthy. Number of students enrolled in the ASES program and number of students enrolled in other after school programs in the district were reviewed. New changes to the after school program for the 18-19 school year were shared with the committee. New activities this year include, increased focus on literacy, field hockey league, HelloYello - a social emotional learning program was introduced at all sites, family engagement activities, and nutritional education in the middle school. After school program staff have a focus on several different areas of professional development including CHAMPS, Restorative Justice, teaching about resilience, trauma Informed Care, and Hello Yello.

2. LCAP Update- Youth Truth Survey Highlights: Mr. Hernandez explained what the survey was focused on student engagement, academic rigor, relationships between peers and adults, and school culture. Results were discussed with the LCAP/PAC/PELAC committee. In November 2018, students reported more positive relationships with teachers and peers as opposed to 2016 and 2017 school years. However, students feel less positive about academic engagement this year than in the previous two years. Areas of strength and positive growth are: relationships, belonging and peer collaboration, and culture. An area of improvement is in engagement. It is important to note that of the four elementary districts Rio has the highest Math and ELA scores on state tests so it is possible that students are ready for more of a challenge. Positive quotes from students were shared.

Families also took the survey. Results from parents are more positive about discipline and safety. Areas of growth from the parents’ perspective is that the schools need more resources to meet their students’ needs.

Staff survey results were reviewed. Positive areas are the relationships that they have with parents. Some staff feel that they are less positive about the professional development that they have received. Teachers that have been here for 5-9 years rated professional development the lowest overall while teacher of 4 years or less and 10 years or more felt more positive about professional development, but want more.

3. Mr. Hernandez introduced the California Dashboard and showed a short video that explained a little more about what kinds of information can be viewed. Specific data from the dashboard was shared with the committee including attendance data, suspension data, ELA scores, and Math Scores. Principals use the data to inform teachers and students to help guide instruction and growth at their sites and to make decisions regarding programs, tutoring, after school support and more.

4. Meeting adjourned at 7:10.
Meeting began at 5:43 p.m. Welcome and introductions. Translation was offered. Parents in attendance do not need translation. See sign in sheets for those in attendance.

1. Consolidated App was reviewed. Mr. Hernandez reviewed funds from Title I, Title II, Title III Part A, Limited English Proficient, Title III Immigrant, and Title IV. It was explained that a certain percentage of Title I funds is allocated to the district and a percentage is allocated to the schools based on the students receiving free and reduced lunch. Dr. Peralta shared that at Rio del Valle, they use some of their Title I funds to pay for AVID tutors. She gave a brief description of what the AVID program does at her site. Title II is funding that is available for the district for professional development. Principals and teachers shared some of the training that has been paid for out of Title II: Rally Training, Writing, ELD, STEMScopes, and more. Title III funds are used to support English Language Learners. The district’s Saturday Language Academy for ELL students is paid for out of these funds as is SCWRIPS. District will also have a summer language academy paid for out if these funds. Actual funds received for the past three years were shared with the committee. Additional funds now available for the district for the next three years through a grant come to us through Title IV. These funds go to help students who are underachieving on the state tests, but do not qualify for Title I (Free and Reduced Lunch), are not English Learners, and are not students in special education. These funds, Title IV, are available for 4th through 8th grade students only. Title IV funds will be provided to schools a few months prior to testing to provide after school supplemental instruction.

2. LCAP budgets and services for sites were reviewed. Single Plan for Student Achievement (SPSA) for schools were discussed. Schools use the funds allocated to their sites to fund activities to meet the goals of the school. Ms. Bravo shared that she had worked with her staff as part of the process to write her school plan including Mr. Guynn, the previous principal, her school leadership team and took input from them based on results from the California Dashboard to make plans and strategies to make changes to the plan for the 2018-2019 school year. She then presented the SPSA at her School Site Council and took their suggestions to improve, bringing it back later for approval. Dr. Peralta shared about the process and strategies at her site.

3. Summer School programs were discussed including Migrant, Summer Language Academy, Jump Start, SCWRIP, Special Education, After School Programs and more. Migrant funds were discussed. Many districts were abusing the reporting of migrant numbers and for that reason, migrant funding has seen a huge reduction in the past ten years. Now, county is providing migrant programming for students including identification of students and supports. The jump start program will be offered to students who have not attended preschool prior to entering Kindergarten. The district does not have to provide these programs, but we feel that this is the right thing to do for students. Special Education services will be offered over the summer at Rio del Norte, Rio Plaza, and Rio Rosales. Summer Science Academy was explained. Sites that have programs provided by After School Programs have the opportunity to provide free lunches to any community child under 18 years old. Most summer programming is for 3rd through 8th grade for safety reasons.

4. Meeting adjourned at 6:43.
Meeting began at 5:40 p.m. Welcome and introductions. Translation was offered. Parents in attendance do not need translation. See sign in sheets for those in attendance.

1. Minutes from 3/18/19 were reviewed. Anne Stehly moved to approve the minutes and Carina Cervantes seconded the motion. All voted in favor to approve and minutes were approved.

2. LCAP services were reviewed- This is year two of a three year plan. There are eight state priorities and the district has 5 goals. The goals were reviewed and the alignment with the eight state priorities was discussed. Feedback for the goals was received from stakeholders through surveys completed by different groups. Strategies to obtain each goal were summarized.

3. CAASPP (state testing) was reviewed- All school sites had a plan to prepare for state testing. Each plan was a little different but included such things as state practice tests, ordering t-shirts for student who did well last year, parent nights, incentives for students, class/individual conferences, monitoring student absences, and more.

4. Data from the past three years of state testing was reviewed and discussed. The district is making slow but steady growth. We have outscored other districts in the area with similar demographics.

5. Meeting adjourned at 7:40.
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.6 RSD and CSEA 18/19 Tentative Agreement
Access: Public
Type: Action
Fiscal Impact: Yes
Budgeted: Yes
Budget Source: LCAP, General Fund

Recommended Action: It is recommended the board take action and approve the tentative agreement between RSD and CSEA for the 18/19 school year.

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

Public Content

Speaker: Carolyn Bernal

Rationale: RSD and CSEA have come to a tentative agreement for the 18/19 school year. The agreement was ratified by CSEA on June 13th, 2019. With the approval of the board tonight, the contents of the agreement will be implemented.

RSD and CSEA 1819 Final TA.pdf (11,007 KB)
TENTATIVE AGREEMENT
BETWEEN
RIO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER #329
SUCCESSOR AGREEMENT

This Tentative Agreement is entered into by and between the Rio School District (District) and California School Employees Association and its Rio Chapter #329 (Association) in settlement of negotiations for a successor agreement to the contract that expires on October 31, 2018.

The following Articles have been revised and set forth in the attachments:

Article 4 – Salary
Article 5 – Job Stewards
Article 8 – Vacation
Article 9 – Leave
Article 10 – Working Hours
Article 12 – Transfers/Promotions
Article 14 – Grievance Procedure
Article 16 – Uniform – Food Service Employees
Article 17 – Term of Agreement
Article 18 – Transportation

Except as expressly set forth herein, the remainder of the Agreement shall be unchanged. This Tentative Agreement including attachments constitutes the entire agreement of the parties. All other proposals were deemed withdrawn. This Agreement shall not be final and binding until approved by all parties.

For RSD:

For CSEA:

Date: 5/31/19

Date: 6/1/19
RSD Counter to CSEA Proposal

05/08/19

Article IV – Salary

Retroactive to July 1, 2018, the classified salary schedule will be increased by one percent (1%) to be paid from the general fund.

An additional one-point two percent (1.2%) ongoing salary increase effective July 1, 2018 to be paid from fund 20. The remainder of Fund 20 may be used to RSD to offset the cost of ongoing salary increase at their discretion. At the time of Fund 20’s depletion, the payment of the ongoing salary increase will be resumed by the general fund.

Parity Clause (Mc Too): The total salary value of the increase contained herein equals 2.5%. The parties agree if the District negotiates with any other bargaining unit a salary increase greater than 2.2%, the Association bargaining unit members shall be entitled to a one-time off-schedule increase equal to that amount. The parties agree if the District negotiates with any other bargaining unit a salary increase greater than 2.6%, the percentage increase agreed to by the parties herein, the Association bargaining unit members shall be entitled to a one-time off-schedule increase of .3% and an on-schedule increase equal to the amount above 2.6%.

The parties agree that this proposal represents a total salary increase of 2.5%. CSEA has chosen to distribute .3% from the total 2.5% salary increase to its longevity scale, as detailed in the longevity scale referenced below. The parties agree if the District negotiates with any other bargaining unit a total salary increase greater than 2.5%, CSEA members shall be entitled to an increase equal to that amount.

This two-point two percent (2.2%) on schedule salary increase is based on the base salary of the employee. The two-point two percent (2.2%) on schedule salary increase will be paid only to those employees who are employed by the district on the date the two-point two percent (2.2%) on schedule salary increase provision is approved by the District’s governing board. The amount of the two-point two percent (2.2%) on schedule salary increase will be prorated for employees who have not been employed by the District since the beginning of the 2018-2019 school year. The pro-rata amount will be a percentage of the school year worked by the employee.

Longevity:

6 years through 9 years – 2%
10 years through 13 years – 4%
14 years through 17 years – 6%
18 years through 21 years – 8% 10%
22 years through 25 years – 10% 12%
26 years through 29 years – 11% 13%
30 years ------ 12% 14%
RSD to CSEA Counter Proposals to Rio School District
1-22-19

Article V – Job Union Steward

5.1 The purpose of CSEA appointing job union stewards is to develop an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

5.2 Notice: CSEA shall notify the District in writing of the names of the job union stewards selected no later than thirty (30) days following ratification of this Agreement. If a subsequent change is made in the designation of a job union steward, the District shall be advised in writing fourteen (14) calendar days prior to such change when possible.

5.3 Duties and Responsibilities of Job Union Stewards: The following is understood to constitute the duties and responsibilities of job union stewards:

5.3.1 After notifying his/her immediate supervisor with as much notice in advance as possible, a job union steward will be permitted to leave his/her normal work area during reasonable times in order to process grievances, assist in investigations and presentations of grievances; to represent unit members in the case of any disciplinary or investigative disciplinary meetings where the employee requests such representation; to accompany CAL-OSHA representatives in conducting on-site walk-throughs; and to represent a grievant pursuant to the terms of Article XIV. File notice or take action on behalf of the unit members relative to the rights afforded under this agreement. Whenever possible the processing of a grievance shall occur outside the job union steward’s normal working hours. The job union steward will advise the supervisor and the grievant of his/her presence. The job union steward is permitted to attempt to achieve settlement in accordance with the grievance procedure. The job union steward is permitted to discuss the problem with the employee immediately concerned.

5.3.2 If an adequate level of service cannot be maintained in the absence of a job union steward at the time of the notification mentioned in 5.3.1, the job union steward will be permitted to leave his/her normal work area as soon as practicable thereafter.
RSD to CSEA Counter Proposals to Rio School District
1-22-19

Article VIII – Vacation

8.5 **Vacation and Sick Leave earned by Employees taking time off without pay**

When an employee is authorized to and is on unpaid leave, the employee does not accrue any sick leave, vacation, holiday or other type of leave except when the employee is utilizing FMLA.

The District agrees to this proposal as presented.
9.4 PERSONAL NECESSITY LEAVE (PNL)

9.4.2 Employees will give the District as much advance notice as possible of their need for personal necessity leave.

9.4.2.1 When utilizing personal necessity leave (PNL), employees shall indicate the reason needed for PNL on the designated leave sheet as enumerated. No further written explanation shall be needed or required unless the District suspects an abuse of leave (see section 9.16).

9.4.3.5 Two (2) Three (3) days per fiscal year may be requested for personal reasons which compel the employee's absence to conduct business/affairs which cannot be done outside of working hours. Any additional PNL requested under this section shall be subject to approval by the Superintendent or designee.
RSD proposal to CSEA

3/5/19

Article 10 – Hours and Overtime

10.9 Distribution of Overtime – As nearly as possible, the opportunity for overtime shall be equitably distributed and rotated among the qualified unit members in a job family (see appendix A) at each location/site in accordance with the following factors: initial the list will be based on seniority; however, availability of unit members, specific job requirements of the District, and skill levels of unit members shall also be considered. At the beginning of each school year, the list will include all unit members for each job family. The immediate supervisor shall make available upon request the list for review. Unit members may request to be included/excluded on the list at any time. The list will be updated as changes occur. Nothing in this Section shall be construed as limiting the District’s discretion to determine which unit member’s specific skills meet the needs of the District in any particular circumstance.

10.9.1 Overtime – Right of Refusal – Any unit member shall, except in an emergency, have the right to reject any offer or request for overtime work. If a unit member rejects or refuses an offer or request for overtime work, this shall not disqualify the unit member from being offered overtime work. An emergency shall mean a situation calling for staffing in order to maintain normal District operations and/or assure that security or safety of persons or property. An emergency shall not be a vacant position that the district refuses to fill or has frozen due to budget constraints.
RSD to CSEA counterproposal

Article XII – Transfers/Promotions

12.2 VOLUNTARY TRANSFERS: POSTING AND FILLING VACANCIES

12.2.1 When existing positions become vacant or new positions are created the District Office shall post positions for through the “All Classified” email group and distribute an announcement of the vacancies to each work site and post notices in local areas of the Rio School District. The District shall also designate a location at the District Office for posting of all current job openings. The District may also concurrently post vacant or new positions externally. Employees will be given five (5) working days to file an application to transfer to the open position. before the vacancy is posted or flown to outside applicants.

12.2.2 The District shall interview qualified applications applicants for transfer from within the District before interviewing candidates who are not employees.
14.1 DEFINITIONS

14.1.1 A grievance is an allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication, or violation of a specific provision of this Agreement. Article 3, District Rights is excluded from the Grievance Procedure. Grievance forms to be used are attached as Appendices D, E, and F.

14.1.2 A grievant may be any unit employee or the Association covered by the terms of this Agreement.

14.1.3 A working day is any day in which the central administration office of the Rio School District is open for business.

14.1.4 The Immediate Supervisor is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated to administer grievances.

14.1.5 The grievant has a right to representation.

14.2 INFORMAL LEVEL

Before filing a formal grievance, the grievant must attempt to resolve it by an informal conference with his/her immediate supervisor. Grievant will have thirty (30) working days to resolve the grievance informally.

14.3 FORMAL LEVEL

14.3.1 Level 1

(a) Within ten (10) working days after the oral response from the immediate supervisor, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, and the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

(b) The supervisor shall communicate his/her decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
(c) Within the above time limits either party may request a personal conference.

14.3.2 Level 2

(a) In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision at Level 1, he/she may appeal the decision on the appropriate form to the Administrator of Human Resources within ten (10) working days. This statement should include a copy of the original grievance, the decision rendered, and a clear concise statement of the reasons for appeal.

(b) The Administrator of Human Resources shall communicate his/her decision within ten (10) working days after receiving the appeal. Either the grievant or the Administrator of Human Resources does not respond within the time limits, the grievant may appeal to the next level.

14.3.3 Level 3

(a) If the grievant is not satisfied with the decision at Level 2, he/she may within ten (10) working days appeal the decision on the appropriate form to the Superintendent or his/her designee. The statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear concise statement of reasons for appeal.

(b) The Superintendent or his/her designee shall communicate his/her decision to the grievant within ten (10) working days. If the Superintendent or his/her designee does not respond within the time limits provided, the grievant may appeal to the next level.

14.3.4 Level 4

(a) If the grievant is not satisfied with the decision at Level 3, he/she may, within ten (10) working days submit a request in writing to CSEA for arbitration of the grievance. If approved by CSEA for arbitration, within ten (10) working days CSEA shall submit a request in writing to the Superintendent for arbitration of the dispute. CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternatively strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

(b) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
(c) The advisory arbitrator shall, as soon as possible, hear the evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

(d) The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

(e) After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit, in writing, to all parties his/her findings and recommendations.

14.3.5 Level 5

(a) In the event that either party is not satisfied with the arbitrator's decision, he/she may appeal the recommendation in writing, within ten (10) working days to the Rio School District Governing Board.

(b) The Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Governing Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record by the taking of additional evidence.
CSEA to RSD counterproposal

3/4/19

Article XVI – Uniforms – Food-Service Employees

16.1 The District will provide Food Service Employees two hundred and fifty dollars ($250.00) each year for the purchase of uniforms consisting of nurse’s scrubs for each food service employee who is required to wear a District uniform and closed toed, slip resistant footwear.

16.1.1 These initial payments of $150 shall be made by August 15 of each year to permanent food service employees for the purchase of uniforms and shoes. Each employee must provide a receipt(s) documenting utilization of these funds no later than May 31st of each year. Any employee that fails to provide proper documentation of uniform and/or shoe purchases shall not receive the funds for the following school year only. Acceptable documentation shall include original and/or electronic copies of receipts.

16.1.2 An annual allowance of $100.00 shall be made available by August 15 for the purchase of closed toed, slip resistant footwear (Subject to 16.4). Food service employees will be provided vendor information of where to purchase these shoes. The allowance will be provided as long as the district secures sufficient funding through safety credits available through the Ventura County Schools Self Funding Authority (VCSFSA).

16.1.3 Any purchases made in excess of the above amounts will be at the expense of the employee.

16.1.4 All permanent Food Service Employees must wear the District uniform and closed toed, slip resistant footwear every work day.

16.2 New food service employees will not be required to wear a uniform during the first two (2) months of employment, but must wear appropriate attire. After a bargaining unit member has been employed in a food service position for two (2) months, the District will provide the employee with the two hundred and fifty dollar (as described above) uniform allowance, and the employee will be required to adhere to the District’s uniform policy.

16.3 The following positions will receive an annual allowance of $150.00 made available by August 15 for the purchase of a safety toe work boot (Subject to 16.4).

- Grounds Worker I
- Maintenance Worker I
- Bus Driver/Maintenance
- Maintenance Worker II
- Lead Bus Driver/Maintenance
- Maintenance Worker III
- Vehicle and Equipment Mechanic/Maintenance
- Lead Maintenance Worker

These employees will be provided vendor information of where to purchase these shoes.

16.3.1 Any purchases made in excess of the above amounts will be at the expense of the employee.

16.3.2 The minimum standard for the safety toe work boot is either a steel toe or a composite safety toe work boot.

16.3.3 All employees listed above must wear the steel safety toe work boot every work day.

16.4 The allowance for footwear and boots will be provided as long as the district secures sufficient funding through safety credits available through the Ventura County Schools Self Funding Authority (VCSSFA).

16.5.3 Should a bargaining unit member leave employment within six (6) months of receiving the annual allowance stipend, the bargaining unit member shall reimburse the District via payroll deduction on the employee’s final check, a prorated amount of twenty-five dollars ($25.00) for each month not worked.

16.6.4 Appropriate attire consists of shirts with sleeves, and closed heel and closed toe shoes, and no inappropriate logos. Shorts, sweatpants, and inappropriate logos are not acceptable.
The parties agree it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

17.1 The parties agree to create a new collective bargaining agreement between CSEA and the District with a new term of November 2, 2018 to October 31, 2021.

17.2 The above referenced collective agreement shall embody all of the specific terms of the agreement that expired October 31, 2015 with the exception of the duration clause, and those otherwise agreed upon as part of successor negotiations.

17.3 The parties agree that they will continue negotiations (pursuant to EERA Section 3547) on their successor agreement issues (other than term). In years 2 and 3 of the agreement, the parties agree to reopen a maximum of 3 articles each.

17.4 Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.

17.5 This agreement is subject to the approval by the District Governing Board.
RSD counterproposal to CSEA
Article Number 18
TRANSPORTATION

This article is to address matters that are unique to bargaining unit members assigned to the Transportation Department that resides within the MOT (Maintenance, Operations and Transportation Department).

It is not intended to preclude the application of this entire agreement to such unit members. Rights and procedures outlined in this Article take precedence over similar articles everywhere in this agreement and applies to bargaining unit members within the Transportation Department exclusively as follows:

Bus Driver
Bus Driver Trainer
Bus Driver/Delivery Driver
Bus Driver/Maintenance
Lead Bus Driver/Utility Person
Lead Bus Driver/Instructor
Lead Bus Driver/Maintenance

A. ASSIGNMENTS

1. No less than one week prior to the start of the school year, all school bus routes (including the schedule and projected route times) will be posted for voluntary review. The Director of Maintenance, Operations and Transportation (MOT) shall be the final authority in determining the qualifications and specific assignments of individual drivers.

2. Bus drivers will be allowed up to fifteen (15) minutes daily for inspection, cleaning and fueling each assigned vehicle in addition to ten (10) minutes to complete required paperwork including daily inspection, hours of duty, time sheets and defect reports and is to be included within the unit member's assigned hours.

3. The District will provide up to a maximum of fifteen (15) hours per year of paid time to all regular bus drivers for compliance with State regulations for Drivers License/Training renewal. Bus drivers will be responsible for all licensing and certification fees.

B. EXTRA WORK ASSIGNMENTS

The employee with the most seniority shall be given first offer on extra work assignments. If the employee refuses, they will be placed at the bottom of the rotating
seniority list and the offer for extra work assignments shall be given to the next most senior employee until every unit member has been given the opportunity to secure additional hours.

1. Requests for Extra Work Assignments

Drivers will be given the option to be placed on the following extra work assignment lists (see definitions):

a. Additional Transportation Department Work
b. Field Trips

Requests for extra work assignments (additional transportation department work and/or field trips) are to be submitted at the beginning of each school year and shall remain in effect until the end of the school year.

Once a unit member has been offered and worked a total of forty-sixty (40) hours of extra work assignments (cumulative), they shall be removed from the list(s) until all but two unit members have been offered and worked a total of sixty (60) hours of extra work assignments.

2. Definitions

a. Extra Work Assignments are defined as any transportation-related assignments over and above the regularly assigned daily hours. Extra work assignments is different from overtime which is covered under Article 10 Working Hours.

b. Additional Transportation Department Work is only performed outside of unit member’s regularly assigned work hours yet within regular Transportation Department hours and includes:

1. Moving of District property from one site to another;
2. Washing and waxing school buses;
3. Upholstery repair and/or replacement;
4. Light clerical and office duties (answering phones, making copies, and filing);
5. Transferring District vehicles to outside repair facilities;
6. Stocking inventory and supplies;
7. Warehouse duties, stocking and storing District property for inventory or liquidation;
8. Minor repair of Transportation yard facilities;
9. Disposal of waste;
10. Recycling used materials;

ec. Field Trips are the transportation of students or school district personnel and include:
1. School activity trips
2. Athletic activity trips

d. The work year starts the day before the first day of school and continues through the end of the last day of school.

3. Distribution of Extra Assignments
   a. All bus drivers are eligible consistent with the provisions of their California Special Driver Certificate and the appropriate notification to the department that they are requesting to work extra assignments.
   b. Beginning each year, extra assignments will be assigned, starting with the unit member with the most seniority. Work will be distributed by rotational seniority with the intent of keeping the amount of hours equalized (See B-1).
   c. A seniority list of all bus driver will be created at the beginning of each school year for each of the following categories rotation lists:
   1. Field Trip Drivers
   2. Additional Transportation Department Work
   d. In the event all bus drivers on the field trip list have refused or are not available for a field trip assignment, the trip shall be offered to qualified drivers on the Additional Transportation Department Work list.
   e. In the event all bus drivers on the Additional Transportation Department Work list have refused or are not available for an assignment, the extra time shall be offered to drivers on the Field Trip list.
   f. A bus driver will be given the assignment if their name is at the top of the rotational seniority list and they are qualified for the assignment.
   g. The bus driver will move to the bottom of the list once he/she completes the extra work assignment.
   h. A bus driver will move to the bottom of the list if he/she refuses the assignment for which they were qualified when his/her name was on top of the list.
   i. If the bus driver is absent or he/she is not qualified for the assignment, his/her name will not be rotated to the bottom of the list. The bus drivers name will remain at the top of the rotation list until he/she returns to work or until there is an assignment for which they are qualified.
   j. Overtime hours will be assigned on an equitable basis and assigned per Article 10 Working Hours.

4. Posting of Assignments

The following assignments and lists will be posted visibly posted in the bus drivers' common area as defined below:

a. Drivers Lists (including bus assignment, assigned hours, school assignment, and extra hour/field trip assignments) will be updated as changes occur.
5. Refusals

All refusals and turn-downs must be verified in writing on the prescribed approved refusal form. The form must be signed and dated by the driver refusing the extra assignment. All forms must be kept on file and maintained by the Director of Maintenance Operations and Transportation (MOT). The driver shall also receive a copy of the form upon signing and turning it in.

6. Illness

Any bus driver absent due to illness the day prior to a scheduled field trip will be removed, and the trip will be assigned to the next eligible bus driver. If the driver is able to return to work the following day, it is the driver’s responsibility to inform department management of their intent to perform the field trip as scheduled. They must inform department management no later than 12:00 pm the day prior to the scheduled trip of their intent to return and perform the field trip as scheduled.

7. Response Time

For an extra work assignment that begins within three (3) hours from when the assignment becomes available (including, but not limited to, bus breakdown, unexpected illness of bus driver of the job), when a bus driver is asked to perform that extra work assignment, the bus driver shall immediately respond to accept or refuse the assignment. If the bus driver does not immediately accept the assignment, the bus driver is deemed to refuse the assignment and the bus driver must complete a refusal form.

For an extra work assignment that begins within 24 twenty-four (24) hours from when the assignment becomes available, when a bus driver is asked to perform that extra work assignment, the bus driver shall respond to accept or refuse the assignment within thirty (30) minutes from when the request was made. If the bus driver does not respond within thirty (30) minutes, the bus driver is deemed to refuse the assignment and the bus driver must complete a refusal form.

For an extra work assignment that begins more than 24 twenty-four (24) hours from when the assignment becomes available, when a bus driver is asked to perform that extra work assignment, the bus driver shall try to respond to accept or refuse the
assignment within thirty (30) minutes from when the request was made, but must respond no later than two (2) hours from when the request is made. If the bus driver does not respond within two (2) hours, the bus driver is deemed to refuse the assignment and the bus driver must complete a refusal form.

C. SUMMER ASSIGNMENTS OUTSIDE THE REGULAR SCHOOL YEAR
   1. Summer School/Extended School Year
      a. Bus drivers must apply for summer school assignments per the established procedures of the Human Resources Department.
      b. Routes and availability of assignments will be determined by the district per the guidelines and need for all summer school programming.
DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: California School Employees Association

The proposed agreement covers the period:
Beginning: 7/1/2018
Ending: 6/30/2019

The proposed agreement will be acted upon by the Governing Board at its meeting on: June 26, 2019

A. Proposed Change in Compensation:

<table>
<thead>
<tr>
<th>Compensation</th>
<th>Cost Prior To Proposed Agreement</th>
<th>Fiscal Impact of Proposed Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Current Year 2018-19</td>
<td>Year 2 2019-20</td>
</tr>
<tr>
<td>1. Salary Schedule - Increase/(Decrease)</td>
<td>$6,006,162</td>
<td>$132,180</td>
</tr>
<tr>
<td>2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)</td>
<td>$18,025</td>
<td>$</td>
</tr>
<tr>
<td>4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.</td>
<td>$1,897,038</td>
<td>$45,925</td>
</tr>
<tr>
<td>5. Health/Welfare Benefits - Increase/(Decrease)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)</td>
<td>$7,845,200</td>
<td>$196,130</td>
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<tr>
<td>7. Total Number (FTE) of Represented Employees</td>
<td>#155</td>
<td>#155</td>
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<tr>
<td>8. Total Compensation Cost for Average Employee increase/(Decrease) (Line 6/Line 7)</td>
<td>$50,877</td>
<td>$1,267</td>
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<tr>
<td>9a. Certificated Teacher's Salary (Excluding Benefits) -Minimum Daily Rate</td>
<td>$</td>
<td>$</td>
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<tr>
<td>-Maximum Daily Rate</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>-Substitute Daily Rate</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>9b. Annual Cost Health/Welfare Benefit amount per FTE</td>
<td>$16,341-20,304</td>
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<tr>
<td>-District Cost Annual H&amp;W Benefit amount per FTE</td>
<td>$15,848-16,226</td>
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<tr>
<td>-Current Negotiated H&amp;W Cap amount per FTE</td>
<td>$15,110</td>
<td>$0</td>
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</table>

Please include comments and explanations as necessary:
Retroactive to July 1, 2018 there will be a 2.2% on salary schedule increase. CSEA has chosen to distribute .3% in longevity scale as follows: 18-21 years from 8% to 10%. 22-25 years from 10% to 12%. 26-29 years from 11% to 13%. 30 years + from 12% to 14%. 1.5% will be paid from fund 20, which is approximately $117,678 in salary and benefits.
B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):
None.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):
None.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):
None.

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?
No.

F. Source of Funding for the Proposed Agreement:

1. Current Year:
   Transfer 1.5% from fund 20 to fund 01.

2. How will the ongoing cost of the proposed agreement be funded in future years?
   Transfer 1.5% from fund 20 partially through 2021-22 until the fund is depleted, then fund 01.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):
   N/A
<table>
<thead>
<tr>
<th></th>
<th>(Col. 1) Latest Board Approved Budget Before Settlement (As of 02/20/19)</th>
<th>(Col. 2) Adjustment as a Result of Settlement *</th>
<th>(Col. 3) Other Revisions</th>
<th>(Col. 4) Total Impact on Budget (Col. 1+2+3)</th>
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<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
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<tr>
<td>LCFF Revenues (8010-8099)</td>
<td>51,721,945</td>
<td>217,220</td>
<td>51,939,165</td>
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<td>Remaining Revenues (8100-8799)</td>
<td>9,201,849</td>
<td>2,132</td>
<td>9,203,981</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td>60,923,794</td>
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<td>219,352</td>
<td>61,143,146</td>
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<td><strong>EXPENDITURES</strong></td>
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<tr>
<td>1000 Certificated Salaries</td>
<td>24,359,302</td>
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<td>504,559</td>
<td>24,863,861</td>
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<td>2000 Classified Salaries</td>
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<td>13,888</td>
<td>7,845,412</td>
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<td>3000 Employees' Benefits</td>
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<td>45,925</td>
<td>25,247</td>
<td>14,679,923</td>
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<td>4000 Books and Supplies</td>
<td>3,185,411</td>
<td>(263,876)</td>
<td>2,911,535</td>
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<td>5000 Services and Operating Expenses</td>
<td>7,719,338</td>
<td>(25,222)</td>
<td>7,694,116</td>
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<td>6000 Capital Outlay</td>
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<td>609,639</td>
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<tr>
<td>7100-7499 Other</td>
<td>2,757,657</td>
<td>(270,282)</td>
<td>2,487,375</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
<td>60,921,417</td>
<td>186,190</td>
<td>(45,766)</td>
<td>61,071,761</td>
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<tr>
<td><strong>OPERATING SURPLUS (DEFICIT)</strong></td>
<td>2,377</td>
<td>(196,190)</td>
<td>265,138</td>
<td>71,385</td>
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<td><strong>OTHER SOURCES AND TRANSFERS IN</strong></td>
<td>97,021</td>
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<td>615,546</td>
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<td><strong>OTHER USES AND TRANSFERS OUT</strong></td>
<td>176,914</td>
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<td>76,914</td>
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<td><strong>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</strong></td>
<td>(77,818)</td>
<td>(196,190)</td>
<td>683,966</td>
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<td><strong>BEGINNING BALANCE</strong></td>
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<td>3,607,640</td>
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<td><strong>CURRENT YEAR ENDING BALANCE</strong></td>
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<td>(196,190)</td>
<td>883,665</td>
<td>4,217,689</td>
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<td><strong>COMPONENTS OF ENDING BALANCE</strong></td>
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<tr>
<td>Non-spendable (9711-9719)</td>
<td>30,000</td>
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<td>30,000</td>
<td></td>
</tr>
<tr>
<td>Restricted (9740)</td>
<td>906,706</td>
<td></td>
<td>1,183,337</td>
<td></td>
</tr>
<tr>
<td>Committed (9750 / 9750)</td>
<td>362,000</td>
<td></td>
<td>(362,000)</td>
<td></td>
</tr>
<tr>
<td>Assigned (9780)</td>
<td>1,832,950</td>
<td>5,884</td>
<td>(4,374)</td>
<td>1,834,480</td>
</tr>
<tr>
<td>Unappropriated Amounts (9790)</td>
<td>398,468</td>
<td>(202,014)</td>
<td>963,406</td>
<td>1,159,882</td>
</tr>
</tbody>
</table>

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

Please include comments and explanations as necessary:
G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)</strong></td>
<td>$61,148,675</td>
</tr>
<tr>
<td><strong>b. State Standard Minimum Reserve Percentage for this District</strong></td>
<td>3%</td>
</tr>
<tr>
<td><strong>c. State Standard Minimum Reserve Amount for this District</strong></td>
<td>$1,834,460</td>
</tr>
<tr>
<td>(Line 1 times Line 2 or $67,000 for a district with less than 1,001 ADA)</td>
<td></td>
</tr>
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</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties</strong></td>
<td>$1,834,460</td>
</tr>
<tr>
<td><strong>b. General Fund Budgeted Unrestricted Unappropriated Amount</strong></td>
<td>$1,159,862</td>
</tr>
<tr>
<td><strong>c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>d. Special Reserve Fund (17) Budgeted Unappropriated Amount</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>e. Total District Budgeted Unrestricted Reserves</strong></td>
<td>$2,994,322</td>
</tr>
</tbody>
</table>

3. Do Unrestricted reserves meet the state standard minimum reserve amount?  
   - [ ] Yes  
   - [ ] No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

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

[Signature]  
[Signature]

Date: 6/21/9  
Date: 6/21/9
2018-19 HW Plans
15,110 CAP Plus Employer pays 60% above CAP, Employee pays 40%
Difference between a and b is dental plan

<table>
<thead>
<tr>
<th>Option</th>
<th>ER</th>
<th>EE</th>
<th>Total Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option 1a</td>
<td>18,190.82</td>
<td>2,053.74</td>
<td>20,244.36</td>
</tr>
<tr>
<td>Option 1b</td>
<td>18,226.62</td>
<td>2,077.74</td>
<td>20,304.36</td>
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<tr>
<td>Option 2a</td>
<td>17,389.62</td>
<td>1,519.74</td>
<td>18,909.36</td>
</tr>
<tr>
<td>Option 2b</td>
<td>17,425.62</td>
<td>1,543.74</td>
<td>18,969.36</td>
</tr>
<tr>
<td>Option 3a</td>
<td>16,691.22</td>
<td>1,054.14</td>
<td>17,745.36</td>
</tr>
<tr>
<td>Option 3b</td>
<td>17,805.36</td>
<td>1,078.14</td>
<td>18,883.50</td>
</tr>
<tr>
<td>Option 4a</td>
<td>17,882.82</td>
<td>1,848.54</td>
<td>19,731.36</td>
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<tr>
<td>Option 4b</td>
<td>17,918.82</td>
<td>1,872.54</td>
<td>19,791.36</td>
</tr>
<tr>
<td>Option 5a</td>
<td>15,848.82</td>
<td>492.54</td>
<td>16,341.36</td>
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<tr>
<td>Option 5b</td>
<td>15,884.82</td>
<td>516.54</td>
<td>16,401.36</td>
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</tbody>
</table>
**Agenda Item Details**

**Meeting**  
Jun 26, 2019 - RSD Regular Board Meeting

**Category**  
9. Discussion/Action

**Subject**  
9.7 Approval of LCAP Federal Addendum

**Access**  
Public

**Type**  
Action

**Fiscal Impact**  
No

**Budgeted**  
No

**Budget Source**  
Not Applicable

**Recommended Action**  
Staff recommends board approval of LCAP Federal Addendum

**Public Content**

**Speaker:** Oscar Hernandez

**Rationale:**

The LCAP Federal Addendum is meant to “supplement” the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. The LEA must address the 1)Strategy and 2)Alignment prompts. Each provision for each program must be addressed, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision within the LCAP Federal Addendum Template.

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA’s LCAP, as it demonstrates the LEA’s efforts to support the state priorities.

This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are accomplishing under the state’s Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement. Rio School District is Seeking approval of its Federal Addendum.

**FEDERAL ADDENDUM - LCAP.pdf (854 KB)**
Administrative Content

Executive Content
Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

LEA name:
Rio School District

CDS code:
56-72561-0000000

Link to the LCAP:
(optional)
https://rioschools.org/departments/educational-services/icfflcap/

For which ESSA programs will your LEA apply?
Choose from:

TITLE I, PART A
Improving Basic Programs Operated by State and Local Educational Agencies

TITLE I, PART D
Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

TITLE II, PART A
Supporting Effective Instruction

TITLE III, PART A
Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A
Student Support and Academic Enrichment Grants

(NOTE: This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)

In the following pages, ONLY complete the sections for the corresponding programs.
Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision within the LCAP Federal Addendum Template.

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA’s LCAP, as it demonstrates the LEA’s efforts to support the state priorities.

The CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA’s responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.
California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

**Strategy**

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Rio School District strategy for using federal funds is to increase student achievement for students in the Special Education Program, English Learners and Low Income. Rio School District has focused Title One monies to the elementary and middle school sites with a focus on Literacy and the 5C’s “Communication, Collaboration, Critical Thinking, Creativity and Caring” as the universal design platform and as a preventative measure. Rio School District data reveals that the gap between students in the Special Education Program, English Learners and Low Income and their counterparts begins at the elementary level according to the California Dashboard in grades 3-8 and as well as in our internal data analysis protocol starting in grades K-2. Rio School District uses federal funds to provide supplemental funding to extend the day and the week after school tutoring and Saturday Programming for English Language Learners as well as low income students and other students at risk. Another strategy that Rio School District employs is to provide college readiness opportunities and resources to low income families at the elementary and middle school levels. Rio School district has dedicated counseling staff in order to provide services to all sites, transition from elementary to middle school and from middle school to the high school setting. Rio School District has been successful in closing the performance gap with students from Low Income and English Language Learners as reflected on the CAASPP scores for the last four years. Rio School District plans to continue the current plan and will continue to analyze and engage in the “Improvement Science” methodology in order to continue the support for the various subgroups and improve services.
Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Rio School District supplements reading intervention programs by offering with in school interventions - supplemental reading intervention teacher at all elementary sites. All sites are funded for reading intervention teacher and sites work to prioritize the reading intervention teacher load. Sites use Title One funding to increase literacy activities at sites in order to provide a better literacy and supplemental programming. The district uses Title three funds to provide after school tutoring for English Language Learners students at elementary sites, and tutoring for low income students through the Language Academy with in our Saturday School Programming in grades 3-8. English Learner Coordinators and ELL coordinator and special education director work on best practices to increase redesignation and special education teachers to provide co-teaching in classes with larger English Learner populations.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1112(b)(1)(A-D)</td>
<td>1, 2, 4, 7, 8 (as applicable)</td>
</tr>
</tbody>
</table>

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;

(B) identifying students who may be at risk for academic failure;

(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and

(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.
Overuse In Discipline Practices that Remove Students from the Classroom

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1112(b)(11)</td>
<td>6 (as applicable)</td>
</tr>
</tbody>
</table>

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1112(b)(12)(A–B)</td>
<td>2, 4, 7 (as applicable)</td>
</tr>
</tbody>
</table>

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2102(b)(2)(A)</td>
<td>1, 2, 4 (as applicable)</td>
</tr>
</tbody>
</table>

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>3116(b)(3)</td>
<td>3, 6 (as applicable)</td>
</tr>
</tbody>
</table>

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).
TITLE I, PART A

Poverty Criteria

<table>
<thead>
<tr>
<th>ESSA SECTION</th>
<th>STATE PRIORITY ALIGNMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1112(b)(4)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. Each provision for each program provided on the following pages must be addressed, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision within this addendum.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA’s responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity
ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Under the Title I Comparability Report, Rio School District does not show a disparity among sites. Rio School District has met highly qualified requirements. All sites have fully credential teachers on staff.

Parent and Family Engagement
ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.
**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Rio School District promotes parent, family, and community engagement in the education of Title One Students: The district has hired bilingual office staff at every site to create a better and more welcomed environment and to do outreach to parents of English Learners. Rio School District has hired two Mixteco Translators in order to meet the needs of our Mixteco population. One has been in place at Rio School District’s Office of Family Services, the second one is at Rio Del Valle which is the middle school with the largest amount of Mixteco students. Additionally, these two translators hold parent monthly meetings/workshops and to help with basic document translation since Mixteco is not a written language.

Rio School District has hired a parent liaison for the 2019-2020 school year. Prior to this, the Neighborhood for Learning and Family Services grant paid for a similar position. The parent liaison will work primarily with the middle schools.

Additionally, translation services at all district held events, paper mailings and home visits are coordinated by principals and by district personnel.

Every school has a “parent workshop series” throughout the school year. Each site has Literacy, Reading nights in which they provide workshops on many educational topics.

Finally, Rio School District provide counseling services at all sites in order to make a stronger connection with parents and in order to meet the needs of our students. Having counselors connect with parents is an essential element for our parents/school community.

**Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children**

**ESSA SECTIONS 1112(b)(5) and 1112(b)(9)**

Describe, in general, the nature of the programs to be conducted by the LEA’s schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Rio School District focuses Title One money for all nine sites since all qualify for school wide title one services. Rio School District and sites have a concerted effort on servicing students and in particular targeted counseling services, after school tutoring and a district wide Saturday Academy which is open to all neglected, foster youth and delinquent youth.

**Homeless Children and Youth Services**

**ESSA SECTION 1112(b)(6)**
Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Rio School District provides extra services to homeless children and foster youth. Rio School District provides transportation to and from school to any homeless and foster youth children who have this need. After school tutoring and a district wide Saturday Academy is open to all homeless and foster youth. Transportation is provided to all homeless and foster youth for all these activities.

**Student Transitions**

**ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)**

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and

- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

**THIS ESSA PROVISION IS ADDRESSED BELOW:**

Rio School District has a partnership with the high school district and communicate and collaborate from district to district and from middle school to the high school students will attend. Articulation meetings take place between the middle school administration, counseling teams and there are multiple days in which middle school students attend the high school they will attend for a 1 day “student shadowing”. In addition, RSD works with the high school to set up transition meetings for parents and for students. Presentations and school wide assemblies are hosted at the middle schools as well as in the middle school classrooms.

Counselors in the in the middle and high school co-construct presentations and students become familiar with the high school four year plan as well as graduation, A-G requirements. Articulation between the RSD - OUHSD, middle-high schools is very strong.

For the last four years, Rio School District has collaborated and articulated with the high school district in the area of mathematics. Through this partnership, RSD-OUHSD have an MUO for data
sharing since the grade and grade point average analysis for freshmen are an indicator for success.

In addition, RSD middle schools provide CTE - Pathways to all students. RSD pathways are aligned and articulated with the highschool academies. Students who enter the middle school pathways have the option to continue in the high school with their CTE pathway.

Additional Information Regarding Use of Funds Under this Part
ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and

(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District schools purchase books and digital materials for their site libraries in order to provide students at risk books to increase student's literacy skills.

During the Summer of 2019 RSD will keep the libraries open in the elementary schools one day a week. RSD will also provide services through the literacy team to students who are at risk and who need extra reading practice during the summer in the elementary schools.

TITLE I, PART D

Description of Program
ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District provides professional growth and improvement by hiring Instructional Teachers in Special Assignments (TOSA's - Teachers on Special Assignment are experienced teachers who serve as professional coaches and as are source for all elementary teachers) in targeted areas for continued growth.

Additionally, TOSA's provide recommendation on PD for sites and overall district for ELD, Literacy and Math. These services are based on feedback from sites, grade level representatives and from feedback from teacher survey.
Formal Agreements
ESSA SECTION 1423(2)
Provide a description of formal agreements, regarding the program to be assisted, between the
(A) LEA; and
(B) correctional facilities and alternative school programs serving children and youth involved
with the juvenile justice system, including such facilities operated by the Secretary of the
Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

RSD has contracted services for students who may be in alternative programs such as correctional
facilities. In addition, RSD has also contracted services through the Ventura County Indian Education
Consortium which provides services to students who are of Native American Ancestry after the
regular school day.

Comparable Education Program
ESSA SECTION 1423(3)
As appropriate, provide a description of how participating schools will coordinate with facilities
working with delinquent children and youth to ensure that such children and youth are participating in
an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District has a communication system set up through the office of Student and Family
Services in order to coordinate services for students who may end up in juvenile hall. These services
are coordinated from the Director of Pupil Services.

Successful Transitions
ESSA SECTION 1423(4)
Provide a description of the program operated by participating schools to facilitate the successful
transition of children and youth returning from correctional facilities and, as appropriate, the types of
services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District communicates regularly with the staff at correctional facilities and Ventura County
Office of Education Court Schools to ensure appropriate services are provided while student is in
custody and to learn about release dates and reintegration into their home school. The Rio School
District schedules a meeting with the Director of Pupil Personnel Services, the Principal, the parents,
the student, and any representatives the family would like present at the meeting to discuss any concerns, provide expectations about academics, behavior, and social-emotional areas and to write a contract, if appropriate to ensure the safety of the individual and all other students on campus. In the contract there may be recommendations for referrals to counseling programs, parenting classes, substance abuse programs, or other, as deemed necessary by the team.

Educational Needs
ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Many children returning from correctional facilities may have special education needs, counseling needs, or abusing controlled substances. The Rio School District works with families to identify areas of need for each individual and to make appropriate referrals. The Director of Pupil Personnel Services works directly with the school principals, counselors, and psychologists to identify areas of need and provide appropriate support to address each area. This may include a referral to intervention, assessment for special education services, outside counseling services (either individual or family), referrals to substance abuse programs, referrals to parenting classes, and referrals to other mental health programs available throughout the county.

Social, Health, and Other Services
ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes, child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Rio School District works with families to identify areas of need for each individual and to make appropriate referrals. The Director of Pupil Personnel Services works directly with the school principals, counselors, and psychologists to identify areas of need and provide appropriate support to address each area. This may include a referral to intervention, assessment for special education services, outside counseling services (either individual or family), referrals to substance abuse programs, referrals to parenting classes, and referrals to other mental health programs available throughout the county.
Postsecondary and Workforce Partnerships  
ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A RSD is a k-8 district.

Parent and Family Involvement  
ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District sites have an educational series of parent workshops in literacy, mathematics, counseling services, how to prepare children for college and career readiness. Some sites have social studies night/workshops.

Additionally, RSD holds an annual parent empowerment conference in which the district brings many partners from the educational field to the health and other services from various entities.

Rio School District holds technology symposiums, art symposiums, GATE programming symposiums.

Additionally, Rio School District has ELAC/PAC and LCAP committees which involve parent engagement from all sites and the group provides input on student services for all sites.

Through all of these parent and family involvement activities students benefit from the communication and collaboration and with in this system will lead to decreasing the number of dropouts.

Program Coordination  
ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.
THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District's coordinates programs with juvenile facilities through the office of pupil services and for children who receive these services RSD ensures there is a transition plan for the school setting. The transition team the teacher(s) or record, counselor and administrators from site as well as district administration to have a re-entry plan in place. Students are monitored to ensure success.

Probation Officer Coordination
ESSA SECTION 1423(11)
As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Rio School District works with probation in a variety of ways. A probation officer attends and participates in the monthly School Attendance Review Board to identify at risk students. Additionally, probation and the Rio School District work together to provide a confidential location to meet with students and families on campus when needed, communicate regularly about referrals that youth may require to benefit from their education, and to discuss other ways to support students returning to a comprehensive school campus.

Individualized Education Program Awareness
ESSA SECTION 1423(12)
Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The Director of Pupil Services is notified any time a student is taken into custody at a correctional facility. The student's information is pulled from the student data-base and if it is a student with an individualized education plan, the director works with the county office of education and probation to ensure that proper instruction is provided while the youth is held in custody.

Alternative Placements
ESSA SECTIONS 1423(13)
As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:
The Rio School District works with parents and school team members to identify appropriate alternative programs as required by law. The district provides home-school instruction when appropriate and refers parents to accredited programs of study such as charter schools, home study, and online programs when requested. Individualized Education Plans are written based on input from the team, including families, and districts refer to appropriate programs outside of the district as needed and fund the placement of students into these programs as appropriate.

TITLE II, PART A

Professional Growth and Improvement
ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District has an integrated system of professional growth and improvement focused on closing the achievement gap (ELL, Sped & other subgroups at risk). Professional development ranges from new VCOE teacher induction program as well for all teachers in the areas of English Language Acquisition, the CORE areas, electives and for Sped. The district has provided trainings and workshops in multi-tiered systems of support (MTSS) which are intended to ensure success for all students through a series of supports of increasing intensity. English learner students are included in the MTSS process.

In addition, the district provides and/or supports staff development opportunities for teachers and administrators and supports funding to release teachers so that they may attend research-based trainings such as:

- SDAIE (Specially Designed Academic Instruction in English)
- ELD strategies • Cultural diversity
- Use of ELD integrated strategies
- Curriculum & Assessment Planning (CFA's)

With the implementation of the new State language assessment, ELPAC, curriculum-specific professional development has taken place. Because the ELPAC is aligned to the 2012 ELD standards, staff who deliver ELD to English learners needed training in order to align instruction with the ELPAC and the ELD standards. The initial training focused on providing ELD teachers with basic knowledge about the assessment and how it differs from CELDT, the previous language assessment. Training will be on-going as the ELPAC is fully implemented and the needs of our EL students change.
Prioritizing Funding
ESSA SECTION 21

2(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

RSD provides support to all sites in addition to targeted services to those schools where there is a concentration of ELL’s. One of the schools is highly impacted and RSD has placed a TOSA for the continued development of literacy and that is in addition of the intervention reading teacher who serves students who are at risk.

All sites at RSD are a school wide Title I Schools. Title I money are provided at the sites and district level for supplemental services, parent engagement and professional development. Some sites are more impacted than others and RSD has an emphasis on sites which are more impacted by special populations.

Data and Ongoing Consultation to Support Continuous Improvement
ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District has multiple partners to breakdown student data in order to focus on the “improvement science process”. Every school has schoolwide data chats and through data chats with teachers, students, parents sites create the school plan which has goals to address areas of need for subgroups.

RSD has partners through VCOE and other statisticians who create data driven reports in all areas from attendance, CAASPP data breakdown by sites on students who made growth or not. In addition data sets on school trends and these are disseminated with parents, students. Teachers in turn have data chats with students and all students set goals for the school year.

TITLE III, PART A

Title III Professional Development
ESSA SECTION 3115(c)(2)
Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District’s professional development planning begins with an analysis of data about student performance and needs, educators’ capabilities and needs, progress in school and district initiatives, and data about the effectiveness of current professional development. Rio School District’s focus is on equity and Rio School District uses Dashboard data plus other disaggregated data to identify individual students and student groups not meeting expectations in English language arts, mathematics, socio-emotional development, behavior, attendance, and progression toward success in college and career.

Surveys of teachers, students, and parents, conversations with administrators, and classroom observations help us identify areas in which professional development would help teachers meet student needs. We identify needs for principals and other leaders as we analyze district data and identify focus areas for improvement. Our professional development (PD) can generally be divided into two primary categories: academic/pedagogical/technical and socio-emotional/behavioral. It is important to us to address both areas, and our data shows that it is often socio-emotional factors, not just academic factors, that are interfering with some students’ ability to master academic standards and thus our ability to close the achievement gap. An example is our current focus 2219-2020 school year on inclusion, which includes supporting PD in Universal Design for Learning (UDL) and training in co-teaching as well as training in meeting students’ socio-emotional needs (Mindful Mondays & Mindful Wednesdays). Multiple areas must be addressed if inclusion is to be successful. We use data from participants. This is a work in progress, with more data being available for some initiatives than others. We are realizing that we need to narrow our PD focus and become more systematic and deliberate with implementation if we are to achieve lasting results.

Enhanced Instructional Opportunities
ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District has 52 migrant students. Rio School District has a partnership with VCOE and they provide services on Saturdays to our migrant students. All migrant students qualify come from low socio economic backgrounds. In addition to the Saturday Migrant Program, Rio School District provides a Saturday Language Academy and Summer Genious Academy to Migrant and English Language Learners as well as a Summer Writers Camp through the University of Santa Barbara. There is also additional tutoring for English Language Learners and students in the Migrant Program.
Title III Programs and Activities
ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District Provides an English Shelter Program and all teachers receive professional development on Integrated ELD.

Additionally, English Language Learners have the option to receive services after school tutoring and on Saturday for the Saturday Language Academy this is at the k-8 grade levels.

In addition, LTEL's at the middle schools attend their regular ELD class and have the option to attend an extra zero period elective class as well as the Saturday Language Academy and the Summer Genius STEAM academy for ELL's.

RSD has partnered with VCOE to provide integrated ELD in all content areas and has trained all teachers k-8. During the 2019-2020 RSD will provide specific integrated ELD in "math" since math is a targeted area for RSD.

English Proficiency and Academic Achievement
ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

(A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(II); and

(B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

RSD's main focus in ELL's since almost fifty percent of RSD's students are ELL's. RSD professional development has a clear focus on integrated ELD in all areas and at all sites, Literacy Development at all sites and an extended day/week for ELL's district wide.

TITLE IV, PART A

Title IV, Part A Activities and Programs
ESSA SECTION 4106(e)(1)
Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;

(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;

(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;

(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and

(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Rio School District has a plan to extend the day for students who qualify under Title IV, Part A. Tutoring at all sites is available for students who are not meeting standards. Additionally, students will receive counseling services and technology support after school.
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 9. Discussion/Action
Subject: 9.8 Approval of Local Control Accountability Plan
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: $11,570,909.00
Budgeted: Yes
Budget Source: Local Control Funding Formula Base, Supplemental and Concentration Grants
Recommended Action: Staff recommends approval of Local Control Accountability Plan

Public Content
Speaker: Oscar Hernandez

Rationale:

The District Local Control Accountability Plan (LCAP) Committee, Parents and English Learner Advisory Councils have assisted in the shaping of District goals, metrics to measure growth, action steps, services, and expenditures. The Rio School District has engaged community members, pupils, local bargaining units, and other stakeholders through a variety of venues during this process.

As part of the development process, the District also engaged other district-wide councils and leadership committees through meetings, surveys, and community forums. In addition, site administrators presented information regarding the LCAP and Local Control Funding Formula to their Parent-Teacher Associations, School Site and English Learner Advisory Councils. They encouraged stakeholders to participate in the development of the District’s LCAP by providing feedback pertaining to the goals, actions, and services proposed in the plan.

Prior to adopting the LCAP, the Governing Board held a public hearing on June 5, 2019, to solicit recommendations and comments from the public regarding the specific actions and expenditures.

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

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

Meeting: Jun 26, 2019 - RSD Regular Board Meeting

Category: 9. Discussion/Action

Subject: 9.9 Adopted Budget for 2019/2020

Access: Public

Type: Action

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: All District Funds

Recommended Action: Staff recommends approval of the Adopted Budget for 2019/2020

Goals:

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

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The Rio School District must adopt a budget by July 1 of every year to allow for payments of any liabilities and expenditures, such as salaries, supplies and services. The attached documents represent the District’s proposed 2019-20 budget.

As required by law, a public hearing for the 2019-20 budget was held on June 5, 2019. At that meeting, no public comment was given.

Staff will present a summary for all funds and discuss the assumptions used for projections. The following State Accounting Software forms are considered to be part of Rio School District’s 2019-20 budget:

| CB | Budget Certification | 350 | County School Facility Fund |
| CC | Workers’ Compensation Certification | 490 | Capital Project Fund for Blended Projects |
| TC | Table of Contents | 510 | Bond Interest and Redemption |
This report has been available for review since May 24, 2019 at the Rio School District office located at 2500 E. Vineyard Avenue, Oxnard, CA.

**Administrative Content**

**Executive Content**
## Rio School District
### Multi-Year Projections
#### 2019-20 Proposed Budget

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Funded Average Daily Attendance</strong></td>
<td>5,067</td>
<td>5,141</td>
<td>5,171</td>
<td>5,232</td>
</tr>
<tr>
<td><strong>A. Revenues and Other Financing Sources:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. LCFF: Base Grant</td>
<td>$40,405,808</td>
<td>$42,926,612</td>
<td>$43,857,227</td>
<td>$45,674,064</td>
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<tr>
<td>LCFF: Supp/Concert</td>
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<td>11,570,909</td>
<td>11,443,425</td>
<td>11,289,170</td>
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<td>2. Federal Revenues</td>
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<td>2,455,995</td>
<td>2,455,995</td>
<td>2,455,995</td>
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<td>3. Other State Revenues</td>
<td>3,583,365</td>
<td>2,380,276</td>
<td>2,451,656</td>
<td>2,520,334</td>
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<td>4. Other Local Revenues</td>
<td>2,948,074</td>
<td>2,449,398</td>
<td>2,449,398</td>
<td>2,449,398</td>
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<tr>
<td>5. Other Financing Sources</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>6. Transfer in from Other Funds:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>7. Total Revenues and Other Financing Sources:</strong></td>
<td>61,548</td>
<td>654,636</td>
<td>654,636</td>
<td>304,544</td>
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</tbody>
</table>

| **B. Expenditures and Other Financing uses:** |                            |                         |         |         |
| b. PERs                                          | 1,373,216                  | 1,729,055               | 1,987,160 | 2,106,652 |
| c. FICA and Medicare                             | 943,966                    | 1,012,143               | 1,015,976 | 1,033,101 |
| d. Health and Welfare                            | 6,478,768                  | 6,844,454               | 7,222,677 | 7,619,811 |
| e. Unemployment                                  | 16,510                     | 16,754                  | 17,182   | 17,515   |
| f. Worker Comp                                   | 717,859                    | 643,033                 | 657,541  | 660,887  |
| g. Retiree Benefits                              | 1,046,441                  | 1,023,534               | 1,038,887 | 1,054,470 |
| h. Cost of Living Adjustments                    | -                          | -                       | -        | -        |
| i. Other Benefits                                | 185,551                    | 185,551                 | 185,551  | 185,551  |
| j. Total Benefits                                | 14,679,923                 | 15,640,245              | 16,827,419 | 17,238,402 |
| 4. Books and Supplies                            | 2,891,436                  | 2,856,745               | 4,029,324 | 2,856,745 |
| 5. Services and Other Operating Expenditures     | 7,694,116                  | 7,215,976               | 7,286,754 | 7,318,020 |
| 6. Capital Outlay                                 | 609,639                    |                         | -        | -        |
| 7. Other costs                                   | 2,487,375                  | 2,370,741               | 2,370,741 | 2,370,741 |
| 8. Indirect costs                                | -                          | -                       | -        | -        |
| 9. Other Financing Uses                          | 78,914                     | 139,621                 | 139,621  | 139,621  |

**10. Proposed Budget Cuts**

| Other Adjustments                                 | -                          |                         | -        | -        |

| 12. Total Expenditures and Financing Uses         | 61,148,878                 | 62,014,813              | 68,031,984 | 64,986,048 |

| **C. Net Increase (Decrease) in Fund Balance**    | $610,920                   | ($177,885)              | ($1,709,617) | ($304,513) |

| **D. Fund Balance**                               |                            |                         |         |         |
| 1. Net Beginning Balance                          | 3,607,840                  | 4,217,680               | 4,093,775 | 2,330,158 |
| Total Components of Ending Fund Balance           | $4,217,680                 | $4,036,775              | $2,330,158 | $2,025,645 |

**E. Available Reserve- Unrestricted Only**

| General Fund:                                     |                            |                         |         |         |
| Revolving Cash/Stores                             | 30,000                     | 30,000                  | 30,000  | 30,000  |
| Legally Restricted/Carryover                      | 1,193,337                  | 1,143,579               | 0       | 0       |
| Designated for Economic Uncertainties             | 1,834,460                  | 1,880,438               | 2,165,960 | 1,949,941 |
| Undesignated/ Unappropriated Amount               | 1,159,662                  | 1,005,756               | 348,198  | 45,704  |
| **Total Available Reserve - by Amount**           | 4,217,680                  | 4,039,775               | 2,330,158 | 2,025,645 |

**Total Available Reserve - by Percent**

| 4.86% | 4.62% | 3.54% | 3.07% |

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Page 1
2019-20
Proposed Budget
by
Wael Saleh, CPA, MBA
Assistant Superintendent/CBO
Summary

- Rio's Budget is demonstrating solvency in budget year and the future two years, meaning the district **is able to meet its financial obligations** in the 2019-20 and two subsequent years.
- Main changes over 2018-19:
  - Governor May Proposal:
    - State COLA slightly down
    - Decrease 2019-20 and 2020-21 STRS rate
- Challenges/Risks:
  - Reliance on Governor Proposal Versus Final State Budget
  - Fund 20 will be depleted by **2021-22**. Then GF have to **observe** approximately $550K for 2018-19 salary increases
  - STRS, PERS, Health Contribution Increases
  - Special Education Program Needs
  - Child Nutrition Program (Work in Progress)
  - Transportation Program (Work in Progress)
LCFF Calculation

<table>
<thead>
<tr>
<th>LOCAL CONTROL FUNDING FORMULA (LCFF) TARGET</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rio Elementary (72561) - 2019/20 Adopted</strong></td>
</tr>
</tbody>
</table>

### 2019-20

<table>
<thead>
<tr>
<th>CALCULATE LCFF TARGET</th>
<th>COLA &amp; Augmentation</th>
<th>3.260%</th>
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</thead>
<tbody>
<tr>
<td><strong>Unduplicated as % of Enrollment</strong></td>
<td><strong>3 yr average</strong></td>
<td><strong>78.62%</strong></td>
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<tr>
<td>Grades TK-8</td>
<td>ADA</td>
<td>Base</td>
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<tr>
<td>---</td>
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</tr>
<tr>
<td>Grades TK-8</td>
<td>2,299.16</td>
<td>7,762</td>
</tr>
<tr>
<td>Grades 4-8</td>
<td>1,711.97</td>
<td>3,028</td>
</tr>
<tr>
<td>Grades 9-11</td>
<td>1,142.12</td>
<td>8,080</td>
</tr>
<tr>
<td>Grades 9-12</td>
<td>0.68</td>
<td>9,329</td>
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<tr>
<td><strong>Subtract NSS</strong></td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>NSS Allowance</strong></td>
<td>-</td>
<td>-</td>
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<tr>
<td><strong>TOTAL BASE</strong></td>
<td>5,140.94</td>
<td>40,192,688</td>
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**Targeted Instructional Improvement Block Grants**
- 169,087

**Home-to-School Transportation**
- 192,564

**Small School District Bus Replacement Program**
- 0
Total General Fund Expenditures

- Classified Salaries: 23%
- Employee Benefits: 25%
- Books/Supplies: 5%
- Services/Central Outlay: 12%
- Other Charges/Interfund Transfer-out: 6%
- General Operations: 42%
### A) REVENUES

<table>
<thead>
<tr>
<th>Description</th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>LCFF- Base Grant</td>
<td>$42,825,512</td>
<td>$0</td>
<td>$0</td>
<td>$42,825,512</td>
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<tr>
<td>LCFF- Supplemental/Concentration Grant</td>
<td>11,570,009</td>
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<td>11,570,009</td>
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<td>Federal Revenues</td>
<td>0</td>
<td>1,015,428</td>
<td>1,440,572</td>
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<td>Other State Revenues</td>
<td>1,051,957</td>
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<td>Local Revenues</td>
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<td>2,449,332</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td><strong>$55,400,968</strong></td>
<td><strong>$3,042,341</strong></td>
<td><strong>$2,788,895</strong></td>
<td><strong>$61,232,104</strong></td>
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### B) EXPENDITURES

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<tr>
<th>Description</th>
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<th>Special Education</th>
<th>Categorical Programs</th>
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<td>Certificated Salaries</td>
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<td>Classified Salaries</td>
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<td>Employee Benefits</td>
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<td>13,640,435</td>
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<td>Books and Supplies</td>
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<td>578,900</td>
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<td>Services and Operating Expenses</td>
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<td>Capital Outlay</td>
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<td>Other Outgo</td>
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<td>2,870,741</td>
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<tr>
<td>Direct Support/Indirect Costs</td>
<td>(87,427)</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td><strong>$58,145,715</strong></td>
<td><strong>$8,362,287</strong></td>
<td><strong>$4,649,395</strong></td>
<td><strong>$61,157,400</strong></td>
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</table>

### C) EXCESS (DEFICIENCY)

<table>
<thead>
<tr>
<th>Description</th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess (Deficiency)</td>
<td>$6,285,945</td>
<td>(5,039,748)</td>
<td>(1,910,198)</td>
<td>(3,992,998)</td>
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### D) OTHER FINANCING SOURCES/USES

<table>
<thead>
<tr>
<th>Description</th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Interfund Transfer In</td>
<td>$555,675</td>
<td>0</td>
<td>0</td>
<td>$555,675</td>
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<tr>
<td>Interfund Transfer Out</td>
<td>$155,523</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Other Sources</td>
<td>88,931</td>
<td>0</td>
<td>0</td>
<td>88,931</td>
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<tr>
<td>Contributions/Remedial Transfers</td>
<td>(3,905,109)</td>
<td>3,039,748</td>
<td>1,880,489</td>
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<tr>
<td><strong>TOTAL OTHER FINANCING SOURCES/USES</strong></td>
<td>($6,305,072)</td>
<td>8,039,748</td>
<td>1,880,489</td>
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### E) NET INCREASE (DECREASE) IN FUND BALANCE

<table>
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<tr>
<th>Description</th>
<th>Unrestricted</th>
<th>Special Education</th>
<th>Categorical Programs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Increase (Decrease)</td>
<td>($128,127)</td>
<td>0</td>
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<td>($128,127)</td>
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### F) BEGINNING FUND BALANCE

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<tr>
<td>Beginning Fund Balance</td>
<td>$2,024,322</td>
<td>0</td>
<td>1,193,357</td>
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### G) ENDING FUND BALANCE

<table>
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<tr>
<td>Ending Fund Balance</td>
<td>$2,886,195</td>
<td>0</td>
<td>1,143,577</td>
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### H) COMPONENTS OF ENDING FUND BALANCE

<table>
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<tr>
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<tbody>
<tr>
<td>Revolving Cash</td>
<td>$25,000</td>
<td>0</td>
<td>0</td>
<td>$25,000</td>
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<tr>
<td>Stores, Prepaid Expenditures</td>
<td>5,000</td>
<td>0</td>
<td>0</td>
<td>5,000</td>
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<tr>
<td>Legally Restricted Routine Maintenance</td>
<td>0</td>
<td>0</td>
<td>1,143,577</td>
<td>1,148,578</td>
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<tr>
<td>State Mandated Reserve (5%)</td>
<td>$1,860,458</td>
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<td>0</td>
<td>$1,860,458</td>
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<tr>
<td>Unassigned Reserve</td>
<td>1,008,757</td>
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</table>

**Total Reserve (\%)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unrestricted</th>
<th>Special Education</th>
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<tbody>
<tr>
<td>Total Reserve (%)</td>
<td>4.62%</td>
<td>0.00%</td>
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<td>4.62%</td>
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**Total Reserve (\%)**

<table>
<thead>
<tr>
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<th>Categorical Programs</th>
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<tr>
<td><strong>Total Reserve (%)</strong></td>
<td><strong>4.62%</strong></td>
<td><strong>0.00%</strong></td>
<td><strong>0.00%</strong></td>
<td><strong>4.62%</strong></td>
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<tr>
<td>------------------------------------</td>
<td>---------------------------</td>
<td>-------------------------</td>
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<tr>
<td><strong>Revenues:</strong></td>
<td></td>
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<td></td>
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<tr>
<td>Average Daily Attendance (ADA)</td>
<td>5067</td>
<td>5141</td>
<td>5171</td>
<td>5232</td>
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<tr>
<td>Funded ADA *</td>
<td>5067</td>
<td>5141</td>
<td>5171</td>
<td>5232</td>
</tr>
<tr>
<td>Cost of Living Adjustments</td>
<td>3.70%</td>
<td>3.26%</td>
<td>3.00%</td>
<td>2.80%</td>
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<tr>
<td>LCFF Calculator</td>
<td>FCMAT</td>
<td>FCMAT</td>
<td>FCMAT</td>
<td>FCMAT</td>
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<tr>
<td>LCFF Gap Funding Percentage</td>
<td>100.00%</td>
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<tr>
<td>One Time Funds</td>
<td>$903,929</td>
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<td>$-</td>
<td>$-</td>
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<tr>
<td>Restricted Lottery Revenues</td>
<td>$53/ADA</td>
<td>$53/ADA</td>
<td>$53/ADA</td>
<td>$53/ADA</td>
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<tr>
<td>Unrestricted Lottery</td>
<td>$151/ADA</td>
<td>$151/ADA</td>
<td>$151/ADA</td>
<td>$151/ADA</td>
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<tr>
<td>Carryovers from Prior Year</td>
<td>Included</td>
<td>Excluded</td>
<td>Excluded</td>
<td>Excluded</td>
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<tr>
<td><strong>Expenditures:</strong></td>
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<tr>
<td>Step and Column Adjustments</td>
<td>Actual Cost</td>
<td>Actual Cost</td>
<td>1.50%</td>
<td>1.50%</td>
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<td>Salary Increases/Settlements</td>
<td>Budgeted</td>
<td>None</td>
<td>None</td>
<td>None</td>
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<tr>
<td>Certificated Staffing Changes</td>
<td>Budgeted</td>
<td>Budgeted</td>
<td>2 FTE More</td>
<td>2 FTE More</td>
</tr>
<tr>
<td>Administrator Staffing Changes</td>
<td>Budgeted</td>
<td>Budgeted</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Classified Staffing Changes</td>
<td>Budgeted</td>
<td>Budgeted</td>
<td>None</td>
<td>None</td>
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<tr>
<td>STRS</td>
<td>16.29%</td>
<td>16.70%</td>
<td>18.10%</td>
<td>18.70%</td>
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<tr>
<td>PERS</td>
<td>16.06%</td>
<td>20.73%</td>
<td>23.60%</td>
<td>24.80%</td>
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<td>Cost of Health Increase</td>
<td>Actual Cost</td>
<td>Flat</td>
<td>5% Increase</td>
<td>5% Increase</td>
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<tr>
<td>Carry-overs from Prior Year</td>
<td>Included</td>
<td>Excluded</td>
<td>Excluded</td>
<td>Excluded</td>
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<tr>
<td>Utilities</td>
<td>Budgeted</td>
<td>Flat</td>
<td>5% Increase</td>
<td>5% Increase</td>
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<tr>
<td>--------------------------------------------------</td>
<td>---------------------------</td>
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<tr>
<td>A Funded Average Daily Attendance</td>
<td>9,087</td>
<td>6,141</td>
<td>6,171</td>
<td>6,232</td>
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<td>B Revenues and Other Financing Sources:</td>
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<td></td>
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<tr>
<td>1 LCFF: Base Grant</td>
<td>840,405,006</td>
<td>542,325,012</td>
<td>443,887,227</td>
<td>445,074,094</td>
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<tr>
<td>2 LCFF: Bugg/Concert</td>
<td>11,933,567</td>
<td>11,570,008</td>
<td>11,448,426</td>
<td>11,289,170</td>
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<tr>
<td>3 Federal Revenues</td>
<td>2,675,543</td>
<td>2,485,988</td>
<td>2,485,988</td>
<td>2,485,988</td>
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<tr>
<td>4 Other State Revenues</td>
<td>3,953,366</td>
<td>2,380,276</td>
<td>2,481,666</td>
<td>2,620,334</td>
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<tr>
<td>5 Other Local Revenues</td>
<td>2,649,074</td>
<td>2,449,304</td>
<td>2,449,304</td>
<td>2,449,304</td>
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<tr>
<td>6 Other Financing Sources</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Total Revenues and Other Financing Sources</td>
<td>91,786,894</td>
<td>61,836,728</td>
<td>65,322,387</td>
<td>64,693,030</td>
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<td>B Expenditures and Other Financing uses:</td>
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<td></td>
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<tr>
<td>1 Certificate Salaries</td>
<td>24,863,561</td>
<td>25,577,148</td>
<td>26,080,609</td>
<td>26,612,197</td>
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<tr>
<td>2 Classified Salaries</td>
<td>7,846,412</td>
<td>8,212,335</td>
<td>8,335,419</td>
<td>8,480,480</td>
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<tr>
<td>3 Employee Benefits:</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>a STRS</td>
<td>3,017,622</td>
<td>4,165,721</td>
<td>4,722,438</td>
<td>4,736,996</td>
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<tr>
<td>b PERS</td>
<td>1,373,219</td>
<td>1,729,056</td>
<td>1,967,159</td>
<td>2,106,652</td>
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<tr>
<td>c FICA and Medicare</td>
<td>948,886</td>
<td>1,032,143</td>
<td>1,015,976</td>
<td>1,033,101</td>
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<td>d Health and Welfare</td>
<td>6,478,798</td>
<td>6,844,454</td>
<td>7,222,677</td>
<td>7,610,811</td>
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<td>e Unemployment</td>
<td>16,510</td>
<td>16,764</td>
<td>17,192</td>
<td>17,518</td>
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<td>f Worker Comp</td>
<td>717,859</td>
<td>643,033</td>
<td>687,841</td>
<td>669,887</td>
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<td>g Retiree Benefits</td>
<td>1,048,441</td>
<td>1,023,834</td>
<td>1,036,887</td>
<td>1,054,470</td>
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<tr>
<td>h Cost of Living Adjustments</td>
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<td></td>
</tr>
<tr>
<td>i Other Benefits</td>
<td>185,681</td>
<td>185,681</td>
<td>185,681</td>
<td>185,681</td>
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<tr>
<td>j Total Benefits</td>
<td>14,879,923</td>
<td>16,840,248</td>
<td>16,827,419</td>
<td>17,339,402</td>
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<td>4 Books and Supplies</td>
<td>2,891,435</td>
<td>2,886,746</td>
<td>4,092,924</td>
<td>2,685,745</td>
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<td>5 Services and Other Operating Expenditures</td>
<td>7,694,416</td>
<td>7,215,976</td>
<td>7,266,784</td>
<td>7,316,020</td>
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<td>6 Capital Outlay</td>
<td>609,829</td>
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<td>-</td>
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<td>7 Other outgo</td>
<td>2,487,375</td>
<td>2,370,741</td>
<td>2,370,741</td>
<td>2,370,741</td>
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<tr>
<td>8 Indirect costs</td>
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<td>9 Other Financing Uses</td>
<td>78,914</td>
<td>139,523</td>
<td>139,523</td>
<td>139,523</td>
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<tr>
<td>10 Proposed Budget Costs</td>
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<tr>
<td>11 Other Adjustments</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 Total Expenditures and Financing Uses</td>
<td>61,146,879</td>
<td>62,014,913</td>
<td>65,021,884</td>
<td>64,990,048</td>
</tr>
<tr>
<td>13 Net Increase/(Decrease) in Fund Balance</td>
<td>861,020</td>
<td>(517,886)</td>
<td>(517,886)</td>
<td>(530,713)</td>
</tr>
<tr>
<td>D Fund Balance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 Net Beginning Balance</td>
<td>3,607,640</td>
<td>4,217,060</td>
<td>4,030,776</td>
<td>2,330,198</td>
</tr>
<tr>
<td>2 Total Components of Ending Fund Balance</td>
<td>84,217,869</td>
<td>84,039,776</td>
<td>82,330,189</td>
<td>82,025,645</td>
</tr>
<tr>
<td>E Available Reserves</td>
<td></td>
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<td></td>
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<tr>
<td>Revolving Cash Balances</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
<td>30,000</td>
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<td>Legally Restricted/Carryover</td>
<td>1,189,337</td>
<td>1,143,079</td>
<td>(0)</td>
<td>(0)</td>
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<tr>
<td>Designated for Economic Uncertainties</td>
<td>1,824,480</td>
<td>1,860,436</td>
<td>1,860,436</td>
<td>1,849,941</td>
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<tr>
<td>Undesignated/Unappropriated Amount</td>
<td>1,199,882</td>
<td>1,005,769</td>
<td>349,199</td>
<td>45,704</td>
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<tr>
<td>Total Available Reserve - by Amount</td>
<td>4,217,660</td>
<td>84,039,776</td>
<td>2,330,189</td>
<td>82,025,645</td>
</tr>
<tr>
<td>Total Available Reserve - by Percent</td>
<td>4.88%</td>
<td>4.88%</td>
<td>3.54%</td>
<td>3.07%</td>
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</tbody>
</table>
## RO SCHOOL DISTRICT

### Budget Summary

<table>
<thead>
<tr>
<th>Category</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>ioctl. State Grant</td>
<td>542,323,711</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>50</td>
<td>542,323,711</td>
</tr>
<tr>
<td>ioctl. &amp; Appropriations/Consequences Grant</td>
<td>10,270,909</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Federal Revenue</td>
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<td>0</td>
<td>0</td>
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<td>5,425,791</td>
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<tr>
<td>Other State Revenue</td>
<td>3,562,370</td>
<td>1,044,494</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>3,562,370</td>
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<tr>
<td><strong>Local Expenditures</strong></td>
<td>2,449,195</td>
<td>240,117</td>
<td>20</td>
<td>11,900</td>
<td>100,000</td>
<td>444,911</td>
<td>2,000</td>
<td>2,399,107</td>
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<tr>
<td><strong>Total Expenditures</strong></td>
<td>621,182,992</td>
<td>23,312,042</td>
<td>220</td>
<td>12,400</td>
<td>200,000</td>
<td>549,231</td>
<td>3,000</td>
<td>653,709,116</td>
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### OPERATIONS

<table>
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<th>Activity</th>
<th>Description</th>
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<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Operations</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td><strong>Other Operations</strong></td>
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<tr>
<td><strong>Total Operations</strong></td>
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</table>

### OTHER SOURCES/REVENUE

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Collections</strong></td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Total Collections</strong></td>
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</tr>
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### COMPARISONS OF INCOME/EXPENSES

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
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<td><strong>Comparisons</strong></td>
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### GENERAL FUND BALANCE

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
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<td><strong>Revenues</strong></td>
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### SCHOOL FACILITIES PROJECTS

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
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<td><strong>School Facilities Project</strong></td>
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### Total Revenue

<table>
<thead>
<tr>
<th>Source</th>
<th>Description</th>
<th>General Fund</th>
<th>Cafeteria</th>
<th>Med and Maint/Superv.</th>
<th>Special Revenue</th>
<th>Building Fund</th>
<th>Capital Facilities Fund</th>
<th>Total Project</th>
<th>Total District</th>
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<td><strong>Overall</strong></td>
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### Notes:

- The table above provides a detailed budget summary for the RO School District, breaking down expenditures, operations, revenue, and facility project details.
- The data includes various revenue sources, expenditures, and comparisons, offering a comprehensive view of the district's financial status.
- The total revenue is calculated and represented as the final row, showing a comprehensive overview of the fiscal year.
Questions??
Agenda Item Details
Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.2 Approval of the Minutes of the Special Board Meeting of May 7, 2019
Access: Public
Type: Minutes

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Rio School District
Minutes
Special Board Meeting
May 7, 2019
Teleconference Location: (May 7th only)
9789 Golden Fountain Drive
Frisco, TX 75033
Closed Session: 5:30 p.m.
Open Session: 6:00 p.m.

Members present
Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Preliminary Business- 5:30 p.m.
1.1 Call to Order-5:30 p.m
President Esquivel convened the meeting at 5:34 p.m.

1.2 Pledge of Allegiance
President Esquivel led the flag salute.

1.3 Roll Call
President Esquivel called the roll. Trustee Martinez-Cortes was absent. Trustee Aguilar arrived at 5:40 p.m.

2. Approval of the Agenda
2.1 Agenda corrections, additions, and modifications.
President Esquivel tabled item 6.2 California School Board Association Masters in Governance Workshop to another date in the fall and announced that the special board meeting scheduled for May 8, 2019 would also be cancelled.

2.2 Approval of the Agenda
Motion by Felix Eisenhauer, second by Eleanor Torres.
Yes: Eleanor Torres, Felix Eisenhauer, Joe Esquivel
Not Present at Vote: Linda Aguilar

3. Public Comment-Closed session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session
There were no public comments.

President Esquivel adjourned the meeting into closed session at 5:31 p.m.

4. **Closed Session** - To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:00 p.m. If the closed session discussion is not completed by 6:00 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.


5. **Communications**

5.1 Reconvene Open Session/Report of Closed Session

President Esquivel reconvened the meeting into open session at 6:04 p.m.

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

6. **Discussion/Action**

6.1 First Reading of the Transfer for a Portion of the District Water Allocation for Rio Urbana Real Estate Transaction

Joel Kirchenstein, District Consultant, provided the Governing Board with information regarding the Water Allocation for Rio Urbana and explained the item will be brought to the board for future consideration.

6.2 California School Board Association Masters in Governance Workshop

Item tabled till the Fall.

7. **Adjournment**
7.1 Adjournment

President Esquivel adjourned the meeting at 6:59 p.m.

Approved on this 26th day of June, 2019.

________________________________________________________________________
John Puglisi, Ph.D., Secretary                                      Date

________________________________________________________________________
Linda Aguilar, Clerk of the Board                                    Date
Agenda Item Details
Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.3 Approval of the Minutes of the Regular Board Meeting of May 15, 2019
Access: Public
Type: Minutes

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Members present
Eleanor Torres, Edith Martinez-Cortes, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Open Session 5:30 p.m.
1.1 Call to Order
President Esquivel called the meeting to order at 5:30 p.m.

1.2 Pledge of Allegiance
President Esquivel led the Pledge of Allegiance.

1.3 Roll Call
Trustee Torres called the roll. Trustee Aguilar arrived late.

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda
Staff recommends approval as presented

Motion by Felix Eisenhauer, second by Eleanor Torres.
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar
Not Present at Vote: Edith Martinez-Cortes, Joe Esquivel

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

Public comment was heard from Deborah Meyer-Morris.

President Esquivel adjourned the meeting into closed session at 5:34 p.m.
4. **Closed Session** - To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will end the closed session and continue all unfinished business to a second closed session. The second closed session will begin promptly at the conclusion of the open session. The board will inform the public which, if any, closed session matters have been continued to the end of the open session meeting. If the board holds a second closed session, the board will reconvene in open session to report any action taken by the board.

4.1 Conference with legal counsel - anticipated litigation. Significant exposure to litigation, pursuant to Gov. Code 54956.9(d) (2). Number of cases: 1.

4.2 Conference with legal counsel - anticipated litigation. Initiation of litigation, pursuant to Gov. Code 54956.9(d) (4). Number of cases: 1.

4.3 Conference Legal Counsel Re Existing Litigation: OAH Case No. 2019030762


5. Report of Closed Session
President Esquivel reconvened the meeting at 6:44 p.m.

President Esquivel reported no action was taken during closed session.

6. **Presentations/Recognitions**

6.1 Rio Vista Music Recognition

Mr. Matthew Klinefelter recognized Mr. Doug Williamson and Ms. TeriLynn Regalado’s students for there recognitions at the Music Forum.

Students were given certificates.

7. **Communications**

7.1 Acknowledgement of Correspondence to the Board
There was no written correspondence presented to the board.

7.2 Board Member Reports
Board Member reports were heard from President Esquivel and Trustee Aguilar.

7.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Marisela Valdez, President of the Rio Teachers' Association and Henry Carreon, President of the California Schools Employee Associations.

7.4 Superintendent Report
Superintendent Puglisi presented a Master Plan Update.
Superintendent Puglisi also recognized Carolyn Bernal for her recent completion of her doctorate program.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

Public comments were heard from Richard Soliz, Alejandro Sandoval, Deborah Meyer-Morris and Dianna Lara.

8. Information/Action
8.1 Educational Services Report-Information
Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, presented an update on counselors and PTA.

8.2 Reclassification Criteria and Reclassification Fluent English Proficient Monitoring-Information/Action
Staff recommends approval of the Criteria and Reclassification Fluent English Proficient Monitoring.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.3 Rio del Valle Physical Education Facilities Design Committee
Approve the Rio del Valle Physical Education Facilities Design Committee.

Motion by Eleanor Torres, second by Linda Aguilar.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.4 Request to Approve Bid from Moreno Valley Construction Enterprises, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 1 - Earthwork, Concrete, CMU.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #1 - Earthwork, Concrete, CMU, from Moreno Valley Construction Enterprises, Inc., be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel  
Not Present at Vote: Felix Eisenhauer

8.5 Request to Approve Bid from RND Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 3 - Structural Steel.  
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #3 Structural Steel, from RND Contractors, Inc., be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel  
Not Present at Vote: Felix Eisenhauer

8.6 Request to Approve Bid from Standard Drywall, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing.  
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #4 - Metal Framing, Steel Frames and Doors, Wood Doors, Finish Hardware and Rough Framing, Standard Drywall, be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel  
Not Present at Vote: Felix Eisenhauer

8.7 Request to Approve Bid from Channel Islands Roofing, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps).  
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #6 - Roofing and Sheet Metal (Sheet Metal at all Roof Areas and Parapet Caps), from Channel Islands Roofing, be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.  
Final Resolution: Motion Carries  
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel  
Not Present at Vote: Felix Eisenhauer

8.8 Request to Approve Bid from Best Contracting Services, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware.  
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #7 - Aluminum Storefronts, Entrances and Windows, Glass and Glazing and Door Hardware, from Best Contracting Services, Inc., be approved.
Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.9 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy
Construction, Phase 2, Bid Package No. 8 - Painting.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #8 -
Painting, from Painting and Decor be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.10 Request to Approve Bid from Painting and Decor, Inc. for Rio STEAM Academy
Construction, Phase 2, Bid Package No. 9 - Specialties.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #9 -
Specialties, from Painting and Decor be approved.

Motion by Eleanor Torres, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.11 Request to Approve Bid from Floored Tile and Stone for Rio STEAM Academy
Construction, Phase 2, Bid Package No. 10 - Ceramic Tile.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #10 -
Floored Tile and Stone, Ceramic Tile be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.12 Request to Approve Bid from Brannon Inc. dba Smith Electric Service for Rio STEAM
Academy Construction, Phase 2, Bid Package No. 11 - Water Distribution, Sanitary
Sewerage, Storm Drainage, Plumbing and Natural Gas for the site and Interior Site Utility
Tie In.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #11 -
Brannon Inc. dba Smith Electric Service, Water Distribution, Sanitary Sewage, Storm
Drainage, Plumbing Natural Gas for site and Interior Site Utility Tie In be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer
8.13 Request to Approve Bid from JPI Development Group, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 12 - Automatic Fire Sprinkler.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #12 - JPI Development Group, Inc.- Automatic Fire Sprinklers be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Yes: Eleanor Torres, Linda Aguilar, Joe Esquivel
Not Present at Vote: Edith Martinez-Cortes, Felix Eisenhauer

8.14 Request to Approve Bid from ACH Mechanical Contractors, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 13 - Heating, Ventilation and Air Conditioning.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #13 - ACH Mechanical Contractors, Heating, Ventilation and Air Conditioning be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #14 - Venco Electric Inc., Electrical, Low Voltage Systems, Lighting, Fire and Intrusion Detection Systems, Intercommunication Systems, Computer Networking System and Elevator be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

8.16 Request to Approve Bid from Pierre Landscape, Inc. for Rio STEAM Academy Construction, Phase 2, Bid Package No. 15-Irrigation, and Landscape Planting
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #15 - Pierre Landscaping, Irrigation and Landscape Planting be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer
8.17 Request to Approve Bid from KYA Services LLC, for Rio STEAM Academy Construction, Phase 2, Bid Package No. 16 - Flooring.
It is recommended that the Bid for the Rio STEAM Academy, Phase 2, for Bid Package #16 - KYA Services LLC, Flooring be approved.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

9. Consent
9.1 Approval of the Consent Agenda
Staff recommends approval of the Consent Agenda as presented.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Aguilar, Joe Esquivel
Not Present at Vote: Felix Eisenhauer

9.2 Approval of the Minutes of the Special Board Meeting of March 13, 2019

9.3 Approval of the Minutes of the Regular Board Meeting of April 24, 2019

9.4 Approval of the Donation Report

9.5 May 2019 Personnel Report

9.6 Ratification of the Commercial Warrant

9.7 Authority for Superintendent or Designee to approve Purchase Agreement and Finance Terms of two 82 Passenger buses and two 14 Passenger buses.

9.8 Request for Approval of Balfour Beatty's Fourth Amendment to Agreement for Program and Construction Management Services

9.9 Approval of Contract with FoodCorps to connect kids to healthy food in school.

9.10 Approval of Mystery Science Student Subscriptions for all Elementary Schools

9.11 Approval of Agreement for Police School Resource Officer Services and Cost Sharing for the next three school years

9.12 Approval of VCOE MOU for Career Technical Education Incentive Grant (CTEIG)

9.13 Approval of MOU Renewal with Mixteco Indigena Community Organizing Project (MICOP)
9.14 Approval of Ellevation, Inc. Contract for 2019-2020 School Year

9.15 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for providing assistance with the master planning of the sports fields at Rio Del Valle Middle School.

9.16 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for Architect Services for the Rio del Valle Middle School Kitchen Hood Replacement and Walk-In

9.17 Approval of Proposal from Kruger, Bensen, Ziemer Architects, Inc. (KBZ) for Architect Services for the Rio Plaza School Kitchen Hood Replacement

9.18 Approval of Contract for Speech Pathologist Services

9.19 Purchase of 1800 Chromebook sleeves for take-home programs

9.20 Purchase of NetOp Vision classroom management software

9.21 Approval of Change Order with RAN Enterprises

10. Organizational Business
10.1 Future Items for Discussion
   Buses and Lease Update
   Supt Evaluation

10.2 Future Meeting Dates: June 5, 2019 and June 26, 2019

11. Adjournment
11.1 Adjournment

President Esquivel adjourned the meeting at 7:56 p.m.

Approved on this 26th day of June, 2019.

________________________________________________________________________
John Puglisi, Ph.D., Secretary          Date

________________________________________________________________________
Linda Aguilar, Clerk of the Board       Date
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting

Category: 10. Consent

Subject: 10.4 Approval of the Minutes of the Regular Board Meeting of June 5, 2019.

Access: Public

Type: Minutes

Minutes: View Minutes for Jun 5, 2019 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Members present
Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

1. Open Session 5:30 p.m.
1.1 Call to Order
President Esquivel called the meeting to order at 5:33 p.m.

1.2 Pledge of Allegiance
President Esquivel led the flag salute.

1.3 Roll Call
Trustee Torres called the roll. Trustee Aguilar arrived late at 7:27 p.m. Trustee Martinez-Cortes was absent.

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications
There were no modifications.

2.2 Approval of the Agenda
Staff recommends approval as presented

Motion by Eleanor Torres, second by Felix Eisenhauer.
Vote: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

3. Public Comment-Closed Session

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

President Esquivel adjourned the meeting into closed session at 5:36 p.m.
4. **Closed Session** To respect the public’s time, the board will use its best efforts to start the open session promptly at 6:30 p.m. If the closed session discussion is not completed by 6:30 p.m., the board will convene in open session and finish the closed session after the conclusion of the open session.


5. **Re convene Open Session 6:30 p.m.**

5.1 Report of Closed Session
President Esquivel reconvened the meeting at 6:37 p.m. No action was taken during closed session.

6. **Public Hearing**

6.1 Public Hearing Notice for Local Control Accountability Plan (LCAP)
President Equivel opened the public hearing for Local Control Accountability Plan at 6:38 p.m. As there were no comments, the hearing was closed at 6:38 p.m.

6.2 Public Hearing for the 2019/2020 Budget Report
President Esquivel opened the hearing for the 2019/2020 Budget Report at 6:38 p.m. As there were no public comments, the hearing was closed at 6:39 p.m.

7. **Presentations/Recognitions**

7.1 Rio del Valle and Rio Real Music Forum Recognition
Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Adrian Peralta, Principal of Rio del Valle Middle School and Dr. Maria Hernandez, Principal of Rio Real Dual Immersion Academy. Both principals along with Angel Velez, Music Teacher at both sites, recognized the students who participated in the Music Forum. Certificates were presented.

7.2 Ventura County Spanish Spelling Bee Recognition
Dr. Maria Hernandez, Principal of Rio Real Dual Immersion Academy, introduced the winners of the Ventura County Spanish Spelling Bee. Aaron Ibarra took first place and will be attending the National Spelling Bee in July. Ms. Nury Isaac took third place.

7.3 Years of Service Awards
Dr. Carol Bernal, Director of Human Resources, and her staff presented the Years of Service Awards to staff and recognized Ms. Nancy Pearson and Mr. Andres Sanchez, who will be retiring this year.
8. Communications

8.1 Acknowledgement of Correspondence to the Board
There was no written correspondence to the board.

8.2 Board Member Reports
Board member reports were heard from Trustees Eisenhauer, Torres and President Esquivel.

8.3 Organizational Reports-RTA/CSEA/Other
Organizational Reports were heard from Annie Koga, RTA and Patrick Radford, CSEA.

8.4 Superintendent Report

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. Any person wishing to speak or donate their time to another must be present at the time or their time will be forfeited. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board’s ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

9. Information

9.1 Educational Services Report
Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Ms. Jones and Ms. Vansomar who provided information to the board along with student presentations on City Corp and Project Lead.

9.2 First Reading of CSBA Board Policies
Superintendent Puglisi informed the board that the policies presented are policies updated by the California School Board Association based on new regulations and laws.

Final approval will be considered at the next regularly scheduled meeting.
10. Discussion/Action
10.1 18/19 RSD and RTA Tentative Agreement
It is recommended the board take action and approve the tentative agreement between RSD and RTA for the 2018/2019 school year.

Motion by Joe Esquivel, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10.2 18/19 On schedule salary increase for unrepresented employee groups
It is recommended the board take action and approve the on schedule salary increase of 2.5% for the unrepresented employee groups.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10.3 18/19 Salary Increase - Superintendent
It is recommended the board take action and approve the 18/19 ongoing salary increase for the position of Superintendent.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10.4 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30-Day Substitute Teaching Permits
It is recommended that the Governing Board approve the Annual Statement of Need/30-Day Substitute Teaching Permits and Designated Subjects Vocational Education 30-Day Substitute Teaching Permits for the 2019-2020 school years as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

10.5 Approval of Declaration of Need for Fully Qualified Educators
It is recommended that the Governing Board approve the Declaration of Need for Fully Qualified Educators for the 2019-2020 school year as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel

11. Consent
11.1 Approval of the Consent Agenda
Staff recommends approval as presented.
Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Felix Eisenhauer, Linda Aguilar, Joe Esquivel
11.2 Addendum to MOU for Educator Support and Effectiveness

11.3 Approval of the Education Protection Account Spending (EPA) Plan for 2019/2020

11.4 Approval of Three Certificated Teachers to Attend the AERO Conference 2019 in Portland, Oregon

11.5 Approval of National Spanish Spelling Bee Trip to Denver, Colorado

11.6 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System

11.7 Approval of Earth Systems, Phase 2 Proposal at Rio Del Sol.

11.8 Request for Approval to grant permission to the Superintendent to accept and approve bids for Prop 39 Window Replacement at Rio Del Valle Middle School.

11.9 Approval of Change Order from Brian Devries Construction

11.10 Approval of Change Order from Junior Steel

11.11 Approval of Change Order from Standard Drywall

11.12 Approval of Change Order with Valencia Sheet Metal

11.13 Approval of Change Order from Painting and Decor

11.14 Approval of Change Order from Painting and Decor

11.15 Approval of Change Order from Pierre Landscape for a Credit

11.16 Approval of Change Order from JPI

12. Organizational Business

12.1 Future Items for Discussion
The Governing Board requested updates on the following:
- New District Office
- Child Nutrition Budget Update
- After School Programs
- Student Initiatives

12.2 Future Meeting Dates: June 26, 2019, July Dark, August 15, 2020

13. Adjournment

13.1 Adjournment
President Esquivel adjourned the meeting at 7:59 p.m.

Approved on this 26th day of June, 2019.

_________________________________________  Date
John Puglisi, Ph.D., Secretary

_________________________________________  Date
Linda Aguilar, Clerk of the Board

ClosePrint

12. Adjournment
12.1 Adjournment

President Esquivel adjourned the meeting at 8:57 p.m.

Approved on this 24th day of April, 2019.

_________________________________________  Date
John Puglisi, Ph.D., Secretary

_________________________________________  Date
Linda Aguilar, Clerk of the Board
**Agenda Item Details**

**Meeting**
Jun 26, 2019 - RSD Regular Board Meeting

**Category**
10. Consent

**Subject**
10.5 Approval of the Donation Report

**Access**
Public

**Type**
Action (Consent)

**Public Content**

**Speaker:** Superintendent Puglisi

**Rationale:**

It is recommended the Governing Board accept the following donations:

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<th>Donor</th>
<th>Use of Donation</th>
<th>Amount</th>
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<td>Rio Del Sol</td>
<td>LifeTouch</td>
<td>Teacher Incentives</td>
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<tr>
<td>Rio Rosales</td>
<td>LifeTouch</td>
<td>Teacher Incentives</td>
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<td>Teacher Incentives</td>
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<td>Rio Lindo</td>
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**Administrative Content**

**Executive Content**

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

**Meeting**
Jun 26, 2019 - RSD Regular Board Meeting

**Category**
10. Consent

**Subject**
10.6 Ratification of the Commercial Warrant

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
Yes

**Dollar Amount**
2,617,574.81

**Budgeted**
Yes

**Budget Source**
Various Funds as listed below.

**Recommended Action**
It is recommended that the Commercial Warrant be approved for the period May 7, 2019 through June 13, 2019.

**Public Content**

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

**Rationale:**

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of $2,617,574.81 which include processing payments for all funds of the District in the following amounts:

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<td>130 Cafeteria Fund</td>
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<td>211 Building Fund</td>
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<td>212 Building Fund, Measure L</td>
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<td>490 Capital Project Funds for Blen</td>
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**Less Unpaid Tax Liability**

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**Total:**

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<th>Amount</th>
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<tbody>
<tr>
<td>$2,617,574.81</td>
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[Commercial Warrant.pdf (742 KB)]
Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
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The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.
<table>
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<th>Check Number</th>
<th>Check Date</th>
<th>Pay to the Order Of</th>
<th>Fund-Object</th>
<th>Expended Amount</th>
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### Board Report

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Agenda Item Details
Meeting Jun 26, 2019 - RSD Regular Board Meeting
Category 10. Consent
Subject 10.7 Approval of the Personnel Report
Access Public
Type Action (Consent)

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
Certificated Ratification of Employment:
Browning, Katie, Middle School Teacher, Rio Del Valle, (1.0) FTE, Probationary 1, effective 8/23/2019
Juarez, Crystal, Middle School Teacher, Rio Del Valle, (1.0) FTE, Probationary 1, effective 8/23/2019
King, Rebecca, Special Education Teacher, Rio Plaza, (1.0) FTE, Probationary 1, effective 8/23/2019
Marte, Jose, Elementary Teacher, Rio Real, (1.0) FTE, Probationary 1, effective 8/23/2019
Talbert, Jessica, Middle School Teacher, Rio Del Valle, (1.0) FTE, Probationary 1, effective 8/23/2019
Zarate, Jessica, Special Education Teacher, Rio Rosales, (1.0) FTE, Temporary, effective 8/23/2019
Browning, Katie, Middle School Teacher, Rio Del Valle, (1.0) FTE, Probationary 1, effective 8/23/2019

Certificated Management Ratification of Employment:
Torres, Grisell, School Psychologist, Rio Del Valle/ Rio Vista, (1.0) FTE, effective 8/23/2019

Certificated Resignation:
Granado, Gerrit, Middle School Teacher, Rio Del Valle, (1.0) FTE, effective 5/24/2019
Mainzer, Dana, Middle School Teacher, Rio Vista, (1.0) FTE, effective 6/14/2019
Parisí, Amanda, Middle School Teacher, Rio Vista, (1.0) FTE, effective 6/14/2019

Certificated Leave of Absence 19/20 School Year:
Parker, Megan, Elementary School Teacher, Rio Plaza, (1.0) FTE, effective 7/1/2019-6/30/2020
Riggs, Katie, Elementary School Teacher, Rio Plaza, (1.0) FTE, effective 7/1/2019-6/30/2020
Stewart, Shaylee, Elementary School Teacher, Rio Rosales, (.50) FTE, effective 7/1/2019-6/30/2020

Certificated Job Share:
Stewart, Shaylee, Elementary School Teacher, Rio Rosales, (.50) FTE, effective 7/1/2019-6/30/2020

Certificated Summer School Employment - Kinder Jump Start (6/17/19 - 7/10/19)
Martinez-Casta, Lisa, (5) Hours, Rio Plaza

Certificated Summer School Employment - Summer Literacy Program (6/17/19 - 8/14/19)
Knauer, Heather, (11) Hours per week
Parks, Heather, (11) Hours per week
Soto, Maria, (11) Hours per week
Valdez, Marisela, (11) Hours per week

Certificated Summer School Employment - Summer Genius Camp (6/17/19 - 7/10/19)
Calafati, Crystal, (4) Hours, Rio Rosales
Chavez, Mireya, (4) Hours, Rio Rosales
Fennell, Sheri, (4) Hours, Rio Rosales
Fleming, Mary, (4) Hours, Rio Rosales
Garcia, Lisette, (4) Hours, Rio Rosales
Gutierrez, Maria, (4) Hours, Rio Rosales
Jimenez, Margarita, (4) Hours, Rio Rosales
Mosqueda, Margarita, (4) Hours, Rio Rosales
O’Leary, Denis, (4) Hours, Rio Rosales
Rojas, Heriberto, (4) Hours, Rio Rosales
Vea, Faye, (4) Hours, Rio Rosales

Certificated Summer School Employment - Special Education (6/18/19 - 7/12/19)
Aguilera, Rachel, (5) Hours, Rio Plaza
Guyrn, Robby, (5) Hours, Rio Plaza
Ibarra, Kari, (5) Hours, Rio Plaza
Molina, Maggie, (5) Hours, Rio Plaza
Schuster, Lauren, (5) Hours, Rio Plaza
Vasan, Paddy, (5) Hours, Rio Plaza
Vega-Flynn, Samantha, (5) Hours, Rio Plaza
Villa, Catalina, (5) Hours, Rio Plaza
Visser, Lisa, (5) Hours, Rio Plaza

Certificated Summer School Employment - Science Academy (6/19/19 - 7/12/19)
Argend, Louise, (6) hours, Rio Del Mar
Auerbach, Katie, (6) hours, Rio Del Mar
Garcia, Augustine, (6) hours, Rio Del Mar
Ivey, Teresa, (6) hours, Rio Del Mar
Kelman, Larry, (6) hours, Rio Del Mar
Legaspi, Jacqueline, (6) hours, Rio Del Mar
Mendoza, Ignacio, (6) hours, Rio Del Mar
Plomteaux, Ronda, (6) hours, Rio Del Mar
Romano, David, (6) hours, Rio Del Mar
Spencer, Darin, (6) hours, Rio Del Mar
Steiner, Josh, (6) hours, Rio Del Mar
Zaritsky, Deborah, (6) hours, Rio Del Mar

Classified Personnel Report

Classified Ratification of Employment
Alarcon, Christopher, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 6/10/19
Macias, Graciela, Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 6/10/19
Olivares, Henry, Campus Supervision Assistant, (4.5) hours, Rio Del Valle, effective 4/23/2019

Classified Retirement:
Seligman, Pam, Elementary Library Clerk, (8) hours, Rio Del Norte, effective 6/20/19

Classified Resignation:
Guerrero, Kathryn, Campus Supervision Assistant, (5.75) hours, Rio Vista, effective 6/13/19
Mangum, Erica, Instructional Assistant/SPED, (5.75) hours, Rio Vista, effective 5/8/19
Pardo, Ulises, Campus Supervision Assistant, (2.83) hours, Rio Real, effective 6/4/19

Classified Summer School Employment - ASES Program (6/24/19 - 7/31/19)
Burciaga, Alondra, After School Program Site Coordinator, (6.5) hours, Rio Rosales
Paz, Sammy, After School Program Site Coordinator, (6.5) hours, Rio Lindo
Pazos, Leonar, After School Program Site Coordinator, (6.5) hours, Rio Real
Preciado, Sheryl, After School Program Site Coordinator, (6.5) hours, Rio Del Valle
Rodriguez, Adrian, After School Program Site Coordinator, (6.5) hours, Rio Del Norte
Roque, Krista, After School Program Site Coordinator, (6.5) hours, District
Zamudio, Nataley, After School Program Site Coordinator, (6.5) hours, Rio Plaza
Classified Summer School Employment - Food Service (6/17/19 - 7/26/19) & (7/29/19 - 8/27/19)
Franco, Caldelaria, Food Service Worker I, (3) hours, Rio Del Mar
Heller, Dulce, Food Service Manager, (3) hours, Rio Del Mar
Lara, Justina, Food Service Worker I, (3), Rio Del Mar
Martinez, Veronica, Food Service Worker II, (4) hours, Rio Del Mar
Vargas, Elodia, Food Service Manager, (6) hours, Rio Del Mar
Young, Brenda, Food Service Worker I, (3) hours, Rio Del Mar

Classified Summer School Employment - Kinder Jump Start (6/17/19 - 7/10/19)
Alcala, Karla, Instructional Assistant, (5) hours, Rio Plaza
Alfaro, Nora, Clerk Typist II, Bilingual/Bilingual (20) hours, OSFS
Bedia, Areli, Clerk Typist II, Bilingual/Bilingual (6/17/19 - 6/28/19)

Classified Summer School Employment - Summer Literacy Program (6/17/19 - 8/14/19)
Andrade, Tania, Library Clerk, (4) hours, Rio Plaza
Aragon, Sandra, Library Clerk, (8) hours, Rio Del Norte
Ramsey, Emily, Library Clerk, (8) hours, Rio Lindo
Solario, Christina, Library Clerk, (4) hours, Rio Plaza
Ybarra, Angela, Library Clerk, (8) hours, Rio Del Mar

Classified Summer School Employment - Summer Genius Camp (6/17/19 - 7/10/19)
Aguirre, Yesenia, Instructional Assistant, (4) hours, Rio Rosales
Alfaro, Andrea, Instructional Assistant, (4) hours, Rio Rosales
Amparan, Naomi, Instructional Assistant, (4) hours, Rio Rosales
Barajas, Cassandra, Instructional Assistant, (4) hours, Rio Rosales
Cruz, Areli, Clerk Typist II, Bilingual/Bilingual,
Grande, Karen, Instructional Assistant, (4) hours, Rio Rosales
Kaneshiro, Judy, Instructional Assistant, (4) hours, Rio Rosales
Lopez, Arely, Instructional Assistant, (4) hours, Rio Rosales
Phillips, Kaylin, Instructional Assistant, (4) hours, Rio Rosales
Prado, Amy, Instructional Assistant, (4) hours, Rio Rosales

Classified Summer School Employment - Special Education (6/18/19 - 7/12/19)
Arceo, Nicole, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Borja, Jessica, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Chavez, Maria, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Duckett, Jordan, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Flores, Marissa, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Gonzales, Manuela, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Guzman, Blanca, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Humphrey, Jamie, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Jones, Vanessa, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Logue, Kristen, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Lopez, Jessica, Clerk Typist II, Bilingual/Bilingual, (5) hours, Rio Rosales
Martinez, Martha, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Ordaz, Elizabeth, Jones, Vanessa, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Perez, Maria, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Sanchez, Jacqueline, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Strasswyk, Christina, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Zamudio, Christopher, Instructional Assistant/SPED, (4.5) hours, Rio Rosales
Classified Summer School Employment - Science Academy (6/19/19 - 7/12/19)
Allen, Raymond, Instructional Assistant, (6) hours, Rio Del Mar
Arujo, Sandra, Instructional Assistant, (6) hours, Rio Del Mar
Ayala, Christine, Instructional Assistant, (6) hours, Rio Del Mar
Balderrama, Gracie, Instructional Assistant, (6) hours, Rio Del Mar
Barroso, Marlaena, Instructional Assistant, (6) hours, Rio Del Mar
Gordon, Karin, Instructional Assistant, (6) hours, Rio Del Mar
Mendoza, Ryan, Instructional Assistant, (6) hours, Rio Del Mar
Nakila, Brandi, Instructional Assistant, (6) hours, Rio Del Mar
Revelez, Linda, Instructional Assistant, (6) hours, Rio Del Mar
Samimi, Jaleh, Instructional Assistant, (6) hours, Rio Del Mar
Sanchez, Samuel, Instructional Assistant, (6) hours, Rio Del Mar
Vega, Maria, Instructional Assistant, (6) hours, Rio Del Mar
Agenda Item Details
Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.8 Approval of the Certification of Signatures FY1920
Access: Public
Type: Action (Consent)
Fiscal Impact: No
Budgeted: No
Recommended Action: Staff recommends the approval of the Certification of Signatures

Public Content
Speaker: Superintendent Puglisi

Rationale:
The Governing Board will vote on the Certification of Signatures for the new board members and positions.

Administrative Content

Executive Content

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Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.9 2019/2020 Academic Calendar (revised)
Access: Public
Type: Action (Consent)
Fiscal Impact: No

Recommended Action: It is recommended the board take action and approve the 2019/2020 revised Academic Calendar as presented.

Goals:
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school
- Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
- Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1: Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Carolyn Bernal

Rationale: The 2019/2020 Academic Calendar is being brought back for approval due to some revisions. With the passage of both the Professional Learning Time MOU and the Middle School Parent Conference MOU, there are additional minimum days that have been added to the calendar. These are the only revisions being brought forward. The first and last day of school, all holidays and breaks and any other contractually agreed upon minimum days remain the same as when presented for approval on March 20, 2019.

1920 Calendar draft (2).pdf (154 KB)

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Executive Content

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# RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2019/2020

2500 Vineyard Avenue, Oxnard, California 93036  
(805) 485-3111  FAX (805)981-7746  www.rioschools.org

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- 23, 26, 27 - Teacher Work Day/No School
- 28 - First Day of School/K-8 Mini Day

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- 2 - Holiday/No School
- 11 - K-8 Minimum Day
- 14 - K-8 Minimum Day
- 27 - K-5 Minimum Day

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- 3, 4 - K-5 Minimum Day/Parent Conferences
- 9 - K-8 Minimum Day
- 23 - K-8 Minimum Day
- 31 - K-5 Minimum Day

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- 1 - Teacher Work Day/No School
- 11 - Holiday/No School
- 18 - K-8 Minimum Day/Parent Conferences
- 25 - 27 Non-Student Days
- 28, 29 - Holiday/No School

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- 20 - K-8 Minimum Day
- 24 - 26, 31 - Holiday/No School
- 23, 27, 30 - Non-Student Days

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- 2 - Holiday/No School
- 11 - K-8 Minimum Day
- 14 - K-8 Minimum Day
- 28 - K-5 Minimum Day

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- 4 - K-8 Minimum Day
- 11 - K-5 Minimum Day/Parent Conferences
- 25 - K-8 Minimum Day
- 27 - K-5 Minimum Day

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- 6 - 9 Non-Student Days
- 10 - Holiday/No School
- 13 - 17 Non-Student Days

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- 9 - K-8 Minimum Day
- 20 - K-8 Minimum Day
- 29 - K-5 Minimum Day

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- 1 - Last Day of School/K-8 Mini Day
- 19 - Teacher Work Day

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**Elementary End of Trimester Dates**
- Nov. 15 - End of Trimester 1 (55 days)
- March 6 - End of Trimester 2 (62 days)
- June 18 - End of Trimester 3 (63 days)

**Middle School End of Trimester Dates**
- Dec. 6 - End of Trimester 1 (65 days)
- March 20 - End of Trimester 2 (62 days)
- June 18 - End of Trimester 3 (53 days)

*Board Approved March 26, 2019  
Calendar Revised - Board Approved June 26, 2019*
Agenda Item Details
Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.10 2019/2020 Preschool Calendar
Access: Public
Type: Action (Consent)
Fiscal Impact: No
Recommended Action: It is recommended the board take action and approve the 2019/2020 preschool calendar as presented.

Goals
Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.
Goal 3: Create welcoming and safe environments where students attend and are connected to their school.
Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
Goal 1: Improved student achievement at every school and every grade in all content areas.

Public Content
Speaker: Carolyn Bernal

Rationale: The 2019/2020 preschool calendar is presented for approval. The preschool programming have a different calendar that grades K-8 with no minimum days but more teacher professional days for collaboration and planning. The start and end dates as well as holidays and breaks remain the same as the K-8 calendar.

1920 Preschool Calendar (draft).pdf (141 KB)

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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### RIO SCHOOL DISTRICT PRESCHOOL CALENDAR 2019/2020

2500 Vineyard Avenue, Oxnard, California 93036  
(805) 485-3111  FAX (805) 981-7746  www.rioschools.org

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- **Holiday-No School**
- **Teacher Work Days/No School**
- **First/Last Day of School**
- **Preschool Non-Student Days**

**Elementary End of Trimester Dates**
- Nov. 15 - End of Trimester 1 (55 days)
- March 6 - End of Trimester 2 (62 days)
- June 18 - End of Trimester 3 (63 days)

*Pending Board Approval June 26th, 2019*
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.11 Approval of Lease with Interface
Access: Public
Type: Action (Consent)
Recommended Action: Staff recommend that the Lease with Interface be approved.

Goals:
- Goal 3: Create welcoming and safe environments where students attend and are connected to their school
- Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.
- Goal 1: Improved student achievement at every school and every grade in all content areas

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
This lease with Interface is for rental space at OSFS to accommodate the NFL Program that Interface has taken over from the District. Interface will pay a portion of the utilities each month and a monthly use fee. The term of this Lease is two (2) years, commencing July 1, 2019 and ending June 30, 2021. Tenant will have one (2) two-year options to extend and one (1) three-year option to extend. Each such option may only be exercised by written notice to Rio Unified School District given at least six (6) months prior to the end of the then-current term.

Rio_Interface Lease Agreement.docx (21 KB)

Administrative Content

Executive Content

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

THIS LEASE AGREEMENT ("Lease"), is entered as of the 1st day of June 2019, by and between Rio Unified School District ("Landlord"), and Interface Children and Family Services ("Tenant").

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

   Classroom/Space:
   for exclusive use. 1,144 sq. ft room at Rio Neighborhood for Learning located at 33000 Cortez Ave Oxnard, CA 93036.

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

   Parking lot space, for shared use;
   located at Rio Neighborhood for Learning located at 33000 Cortez Ave Oxnard, CA 93036.

2. Term.

   (a) The term of this Lease is two (2) years, commencing July 1, 2019 and ending June 30, 2021. Tenant will have one (2) two-year options to extend and one (1) three-year option to extend. Each such option may only be exercised by written notice to Rio Unified School District given at least six (6) months prior to the end of the then-current term.

   (b) Notwithstanding the foregoing Section 2(a), Tenant or Landlord may terminate this Lease at any time by delivering written notice to the other party no less than ninety (90) days prior to the effective date of such termination. In the event of termination of this Lease in accordance with this Section 2(b), any rent prepaid by Tenant will be prorated by Landlord and that portion applicable to any period subsequent to the effective date of termination will be returned to Tenant.

3. Rent; Facilities Use Fee. Tenant shall pay to Landlord a facility use fee equivalent to the per square foot of $1.25 per square foot monthly. The square footage of the property leased is 1,144 square feet for exclusive use and 522 Square Feet for Shared usage. This results in a yearly facility use fee of $17,160 for Exclusive space and $1,162 for shared space for total of $18,322 annually. Tenant shall send the rent payments to landlord in monthly basis payable before the 5th of each month. Landlord have the right to increase the rent every year for no more than the Consumer Price Index as published by the US Department of Labor- Los Angeles-Long Beach-Anaheim, CA for the 12-month preceding the lease period start date.
4. **Holdover.** If Tenant fails to vacate and surrender the Premises on or before the expiration date of this Lease, and this Lease is not renewed pursuant to Section 2(a), the tenancy shall, at Landlord's option, be deemed a tenancy from month to month, until the tenancy is terminated in a manner prescribed by law.

5. **Use: Program Obligations.** The Premises shall be used solely for Tenant's operation of Programs for Early Child and Family Development, Early Literacy and Family Support (i.e. Parent and Child Together Classes, Child Literacy Groups, etc.). The Tenant will provide appropriate furniture, supplies and staff to conduct their activities. The Tenant is responsible for the operation of the program. Tenant shall be responsible for providing all staff, supplies, materials, and any other services or personnel necessary or desirable for Tenant's operation, and Tenant acknowledges that Landlord is not supplying or providing any of the foregoing services or personnel. In addition, Tenant shall be solely responsible for the operation and supervision of staff employed or participating in programs they provide. No other use is permitted without Landlord's prior written consent. Tenant will comply with all applicable laws, ordinances, statutes, regulations and orders (collectively, "Laws") affecting its use of the Premises. Tenant shall not use the Premises to and shall ensure that guests and invitees of Tenant do not, disturb, annoy, endanger, or interfere with others at the School Site, or use the Premises for any unlawful purpose or commit a waste or nuisance on or about the Premises.

6. **Signs.** Tenant shall have the right to have installed signs appropriate for the identification of the Premises, with approval of the Landlord. Landlord’s maintenance staff shall perform sign installation.

7. **Condition of Premises.** Tenant will examine the Premises and acknowledges that the Premises is clean and in operative condition, prior to lease signing. If noted maintenance need, it will be completed prior to lease.

8. **Alterations.** Tenant shall not make any alterations whatsoever in or about the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done in accordance with all applicable Laws and with required permits. Tenant shall give Landlord advance written notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. However, Landlord may require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

9. **Parking.** Tenant is entitled to use unreserved vehicle parking spaces located at the Site. Parking spaces are to be kept clean. No overnight parking is permitted.

10. **Insurance.** Tenant's personal property, fixtures, equipment, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant shall carry its own property insurance to
protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount not less than $1,000,000.00. Tenant's liability insurance shall name Landlord as additional insured. Prior to occupancy the Tenant shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least $1,000,000.00. Both Landlord and Tenant release each other, and waive their respective rights to subrogate against each other, for loss or damage covered by insurance.

11. Utilities. Landlord shall provide for water, sewer, electrical utilities on the premises unless otherwise negotiated. Tenant shall pay to Landlord $248 monthly for the tenant’s share of utilities. These monthly payments shall be updated annually to reflect the Consumer Price Index as published by the US Department of Labor- Los Angeles-Long Beach-Anaheim, CA for the 12-month preceding the lease period start date. Landlord will not responsible to provide phone to tenant.

12. Maintenance. Subject to the following sentence, Tenant shall professionally maintain the exclusive use space in a clean and orderly condition, free of all litter, garbage, debris and refuse, including keeping glass, windows and doors in operable and safe condition. Landlord shall maintain the electrical, heating, ventilation, air conditioning, plumbing, roof, foundation, exterior walls, and other common areas at the Site, Tenant shall be responsible for any maintenance which may be required by reason of neglect or misconduct of Tenant, its agents, servants, employees, invitees or contractors.

13. Entry by Landlord. Landlord may enter upon the classroom portion of the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and cleaning and making such repairs as Landlord is obligated to make.

14. Subletting and Assignment. Tenant shall not sublet or assign or transfer this Lease or any interest in it without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer or encumbrance of the Premises is null and void, and, at the option of Landlord, terminates this Lease. No sublease, assignment or transfer of this Lease shall relieve Tenant with respect to any liabilities and obligations hereunder. The consent by Landlord to an assignment hereunder shall not in any way be construed to relieve Tenant from obtaining the express written consent of Landlord to any further assignment.

15. Damage to Premises or Lack of Access Due to Construction. If the Premises is damaged or destroyed by any cause not the fault of Tenant, Landlord shall have the right, at Landlord's sole cost and expense to repair it, and the rent payable under this Lease shall be abated for the time and to the extent Tenant is prevented from occupying the Premises in its entirety. Notwithstanding the foregoing, if the Premises is damaged or destroyed and Landlord elects not to repair it or repair of the damage or destruction cannot be completed within 90 days: (i) Landlord may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Tenant thirty (30) days' written notice of termination; or (ii) Tenant may terminate this Lease by giving Landlord thirty (30) days' written notice of termination. Tenant recognizes that
during summer recess periods (approximately June to August) the Landlord may need
to complete facility repairs and infrastructure replacement that may render the premises unfit for
occupation for the duration of the construction. For any period of time for which the Tenant has a
lack of access due to construction, the Landlord shall abate the rent. Landlord will provide the
Tenant as much notice as possible of anticipated construction.

16. **Hazardous Materials.** Tenant shall not use, store, generate, release or dispose of
any hazardous material on the Premises or the property of which the Premises are a part.

17. **Tenant's Obligations Upon Vacating Premises.** Upon termination of this Lease,
in addition to any obligations imposed by Section 8, Tenant shall: (i) give Landlord copies of all
keys or opening devices to the Premises, including all common areas; (ii) vacate the Premises
and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking
and storage areas; and (iv) deliver the Premises to Landlord in the same condition as referenced
in Section 7, ordinary wear and tear excepted.

18. **Indemnification.** Tenant shall indemnify, defend and hold Landlord and
Landlord's agents, employees, board members and contractors harmless from all claims,
disputes, liability, litigation, judgments, costs and expenses (including reasonable attorneys' fees)
(collectively, "Losses"), arising out of or related to Tenant's use, occupation or maintenance of
the Premises. Landlord shall indemnify, defend and hold Tenant harmless from all Losses arising
out of the sole negligence or willful misconduct of Landlord or Landlord's employees, agents or
contractors.

19. **Attorneys' Fees.** In any action or proceeding arising out of this Lease, the
prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and
costs from the non-prevailing party.

20. **Entire Agreement.** This Lease contains the entire understanding of the parties
hereto with respect to the subject matter hereof and no prior agreement or understanding
pertaining to any such matter shall be effective for any purpose.

21. **Amendment.** This Lease may be terminated, extended or amended in writing by
the mutual consent of the parties hereto. Such modification may be executed by the Executive
Director of the Tenant and by the Superintendent or designee of the Landlord.

22. **Partial Invalidity.** If any term, covenant, condition or provision of this Lease is
found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of
the provisions hereof shall remain in full force and effect and shall in no way be affected,
impaired or invalidated thereby.

23. **Interpretation; Headings.** Section headings in this Lease are for convenience only
and are not intended to be used in interpreting or construing the terms, covenants and conditions
of this Lease. Time is of the essence in this Lease.
24. **Waiver.** No waiver by Landlord or Tenant of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the parties be construed so as to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other of any term, covenant or condition hereof.

25. **Building Hours:** Normal Business Hours 7:00 A.M. to 7:00 P.M. Monday-Friday. The building shall be closed on observed holidays unless other arrangements are requested in writing by Tenant. Typical City-observed holidays include New Year’s Day; Martin Luther King, Jr. Day; Presidents Day; Cesar Chavez Day; Memorial Day; Independence Day (July 4th); Labor Day; Veterans Day; Thanksgiving Day; day following Thanksgiving; and Christmas Day.

26. **Notices and Payments.** All notices required by this Lease shall be in writing and all notices and payments shall be made as follows:

If to Landlord:

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

If to Tenant:

Interface Children and Family Services
4001 Mission Oaks Blvd I
Camarillo, CA 93012
Attention: Erik Sternad, Executive Director

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

**RIO UNIFIED SCHOOL DISTRICT**

By: ____________________________
Name: __________________________
Title: __________________________

"LANDLORD"
INTERFACE CHILDREN AND FAMILY SERVICES

By: __________________________
Name: _________________________
Title: __________________________

"TENANT"
Agenda Item Details
Meeting: Jun 26, 2019 - RSD Regular Board Meeting
Category: 10. Consent
Subject: 10.12 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 80,000.00
Budgeted: Yes
Budget Source: General Fund
Recommended Action: Staff recommends the approval of legal fees for 2019/2020 from Atkinson, Andelson, Loya, Ruud, and Romo.

Public Content
Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Atkinson, Andelson, Loya, Ruud & Romo Law Offices has been contracted to perform legal services on the District's behalf for several years. This form provides legal advice for general matters, personnel issues, special education issues and negotiations.

Administrative Content

Executive Content

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

Meeting: Jun 26, 2019 - RSD Regular Board Meeting  
Category: 10. Consent  
Subject: 10.13 Approval of 19/20 Contract with Sage Realty Group  
Access: Public  
Type: Action (Consent)  
Fiscal Impact: Yes  
Dollar Amount: 102,000.00  
Budgeted: Yes  
Budget Source: Developer Fees  
Recommended Action: It is recommended that the Contract with SAGE Realty Group be approved for consulting services for 2019-2020.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services  

Rationale:  
Sage Realty Group will assist the district with Facilities, Master Planning, CEQA Oversight, and Implementation Planning and Construction Negotiations. This is an all-inclusive contract for 2019/2020.

SAGE Contract 2019-2020.pdf (1,311 KB)

**Administrative Content**

**Executive Content**

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https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login
PROPOSED SCOPE OF WORK / AUTHORIZATION OF COSTS

Services Provided for:
Rio School District (District)
2500 Vineyard Ave.
Oxnard, CA 93036

Services Provided by:
Sage Realty Group Inc. (Consultant)
2945 Townsgate Rd #200
Westlake Village, CA 91361

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

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

Project Duration: July 2019 – June 2020

Scope of Work:
District facilities and funding requirements and strategies / Continued Master Planning / CEQA Oversight / Program Planning / Implementation Planning & Construction Negotiations / Pre-Qualification Coordination / G.O. Bond Distribution

I. Continued Coordination of Construction Related Items
   A. Pre-Qualifications: Monitor legal and policy process, board agenda items, review of applications for legal and policy compliance, assist with appeals and other administrative duties. Draft and/or review bidding documents for compliance.
   B. General Conditions: Prepare/revise general conditions as needed, negotiation of amendments to contracts and provide advice/direction to the District.
   C. Contractor analysis and negotiations with district counsel.
   D. Attendance at open and closed sessions as needed, conference calls and preparation of Board agenda items.

II. Update OPSC Funding Applications for STEAM school as needed
   A. Prepare and coordinate documentation for OPSC funding application.
   B. Follow-up with OPSC re: 4-day and 15-day response letters and comments and questions.
   C. Prepare Board related agenda items.
   D. Assist CBO to identify District matching funds and related self-certification items.
   E. G.O. Bond related items.

III. Prepare New Construction Eligibility Application for District Wide Projects
   A. Prepare and coordinate documentation for new construction eligibility update and submittal to OPSC.
   B. Follow-up and amend accordingly
   C. Track applications and project fund releases.
   D. Recommend timing for submittal

IV. Update Enrollment Projections and Revised Capacity Analysis Updates
   A. Prepare revised cohort enrollment projections by school site and district-wide.
   B. Research and update enrollment projections for new residential development.
   C. Update capacity data and overlay updated enrollments with updated capacity determination.
D. Draft updated enrollment projection and capacity analyses for Facilities Finance Master Plan Tables Update.

V. Modernization Eligibility Update and Funding Application for Rio Real ES
   A. Prepare eligibility modernization eligibility application for Rio Real ES for submittal to OPSC.
   B. Prepare and coordinate documentation for modernization funding application for Rio Real ES for submittal to OPSC and other eligible projects with District architect.

VI. Facilities Finance Master Planning, Construction Negotiations and Implementation Planning
   A. Assist with preparation and coordination of agendas for team meetings and attend construction team meetings regarding compliance for state matching funds.
   B. Facilitate implementation and Master Planning items.
   C. Facilitate special study consultants & CEQA mitigation and monitoring requirements.
   D. Coordinate M.O.T., District office relocation efforts (exclusive of commissions).
   E. Assist with Preparation of Board agenda items and progress reports.
   F. Assist with flood control and local agency follow-up re: levy protocols.
   G. Continue to work with District legal counsel and Staff re: aforementioned items as needed.
   H. Assist with implementing new K-8 school occupancy and related items.
   I. Continued assistance with construction team for project planning, dispute resolution and compliance.
   J. Assist with business services/related items as requested including all pre-qual items.

**AGREED BUDGET / COMPENSATION AMOUNT:**

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<td>Principal</td>
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<td>Senior Associate</td>
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<td>*NTE amount can be exceeded only with written District approval for items not anticipated in this original scope of work (if applicable).</td>
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**Note 1:** Inclusive of all Time & Material for Joel Kirschenstein, Lisa Kaplan and Jennifer Vail for Items as requested by District not included in original Scope of Work. Lisa Kaplan, Esq. to invoice separately for all legal work requested by District.

**Note 2:** Ms. Kaplan to submit retainer agreements.

**Note 3:** Fees received from 3rd parties, shall be credited to this agreement. Real estate commissions not included.

Submitted by Sage Realty Group Inc.  
By:  
Print Name: Dr. Joel Kirschenstein  
Title: President  
Date:

Agreed and Accepted by Client:  
By:  
Print Name: John D. Puglisi, Ph.D.  
Title: District Superintendent  
Date:
Agenda Item Details

Meeting: Jun 26, 2019 - RSD Regular Board Meeting

Category: 10. Consent

Subject: 10.14 Contract Renewal of Professional Development Contracts FY 2019/20

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 65,650.00

Budgeted: Yes

Budget Source: LCFF

Recommended Action: Staff recommends approval of the Professional Development Contracts with Dr. Faviana Hirsh Dubin and Dr. Elizabeth Yeager

Goals:

Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Goal 3: Create welcoming and safe environments where students attend and are connected to their school

Goal 2: Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

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

Public Content

Speaker: Superintendent Puglisi

Rationale:

The Superintendent's Academy is focused on professional development opportunities for teachers and administrators in the areas of Science, Technology, Engineering, Arts and Mathematics integration.

YeagerShort Form for ConsultantsRev2019.pdf (184 KB)

ShortForm2019-20Faviana.pdf (180 KB)
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SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the “Agreement”) is made and entered into this ___ day of __, 2019__ by and between Rio District (hereinafter referred to as “District”) and Dr. Elizabeth Yeager___________, (hereinafter referred to as “Provider.”)

Dr. Elizabeth Yeager 805-403-6679
Provider Telephone Number

533 Camino De La Aldea
Street Address Fax Number

Santa Barbara, CA 93111 eyeager76@gmail.com or byeager@rioschools.org
City, State, Zip code E-mail Address

567-74-2775
Tax Identification or Social Security Number Business License Number (if applicable)

SERVICES
Dr. Yeager will work with Dr. Puglisi, Oscar Hernandez, Ms. Wanda Kelly, and other District administrators, teachers and principals at various Rio schools, at various grade levels, as well as on District-level initiatives as requested (e.g., support with grant work). She will serve as a thinking and consulting partner in conceptualizing and supporting the implementation by District and school site administrators, faculty, and staff of professional learning opportunities (“professionals developing”). This year, Dr. Yeager will particularly support and work on, but not be limited to, District initiatives that will include the Inquiry Based Instructional Designers (IBID) inquiry group, the Dual Immersion Academy, and, as requested, the Rio del Sol STEAM Academy. She will support professional learning in the areas of designing instruction (particularly inquiry-based instruction) within and across disciplines and understanding and implementing Common Core State Standards (focusing particularly on disciplinary processes and practices, and, where appropriate, writing within and across disciplines), as well as Next Generation Science and Engineering Standards (NGSS), integrated within instructional design. She will also facilitate the IBID Summer Institute (July 8-12, 2019). To complete this and other work, Dr. Yeager will work at various schools and district administration sites (as well as through emails, texts, and video conferencing).

Description of Services

7/1/19 to 6/30/2020 Approx 367 @$75/hr, not to exceed $27,650 ( invoiced monthly)._Varied locations
Date(s) of Service Hour(s) of Service Location

FEES

Compensation for Services $ 75 per hour___

Other Ancillary Cost, as applicable $ ______

Total not to Exceed $27,650.

• W-9 received

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

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

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

Rio School District | Educating Students for the 21st Century
AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACKNOWLEDGEMENT AND AGREEMENT**

I have read this agreement and agree to its terms

Provider signature __________________________ Date __________________________

**SITE AGREEMENT**

Site Administrator __________________________ Signature __________________________ Date __________________________

**DISTRICT APPROVAL**

District Administrator __________________________ Signature __________________________ Date __________________________
SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the “Agreement”) is made and entered into this ___ day of ___, 2019__ by and between Rio___ District (hereinafter referred to as “District”) and Dr. Phoebe Hirsch-Dubin______, (hereinafter referred to as “Provider.”)

Dr. Phoebe Hirsch-Dubin 805-689-8445

Provider Telephone Number

622 Andamar Way

Street Address Fax Number

Goleta, CA 93117 fhirsch-dubin@rioschools.org

City, State, Zip code E-mail Address

95-6002550 202-33-4697

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

SERVICES

Staff and professional development as well as coaching and direct services to students

Description of Services

July 1, 2019-June 30, 2020 ___9am-4 pm 2 days and as needed___ RDS and various__

Date(s) of Service Hour(s) of Service Location

FEES

Compensation for Services $75.00 per hr.

Other Ancillary Cost, as applicable $____

Total not to exceed $38,000____

• W-9 received

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

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

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

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

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

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

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

Rio School District / Educating Students for the 21st Century
GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

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

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ACKNOWLEDGEMENT AND AGREEMENT
I have read this agreement and agree to its terms

Provider signature   Date

SITE AGREEMENT

Site Administrator   Signature   Date

DISTRICT APPROVAL

District Administrator   Signature   Date