REGULAR BOARD MEETING

April 21, 2021

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

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Cassandra Bautista, President
Eleanor Torres, Clerk
Edith Martinez-Cortes
Linda Armas
Kristine Anderson
Wednesday, April 21, 2021
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Hearing

3.1 Developer Fee Justification Study

4. Discussion/Action

4.1 Open and Direct Examination of Sealed Written Proposals for Surplus Property at 2715 E. Vineyard Avenue, Oxnard, CA, Submitted in Connection with District’s Request for Proposals and Statements of Qualifications for Sale, Lease, or Exchange of 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175)

5. Public Comment-Closed Session

5.1 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.

6. Closed Session


6.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 2600 and 3410 N. Rose Avenue, Oxnard, CA
(APN: 144-0-110-225 and -590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Development, LLC and KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment

6.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 2715 E. Vineyard Avenue, Oxnard, CA
(APN: 132-0-052-175) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: Highest Bidder Under Negotiation: Price and Terms of Payment

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

https://go.boarddocs.com/ca/rioBoard.nsf/Private?open&login#
7.1 Report of Closed Session

8. Recognitions/Presentations

8.1 Recognition of Dr. Phoebe Dubin-Hirsh

8.2 Ventura County SAGE Spelling Bee Recognition

9. Communications

9.1 Acknowledgement of Correspondence to the Board

9.2 Board Member Reports

9.3 Organizational Reports-RTA/CSEA/Other

9.4 Superintendent Report

9.5 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.

10. Information

10.1 Business Services Report

10.2 Educational Services Report

10.3 School and Systems Improvement Updates

10.4 First Reading of CSBA Policy Revisions

11. Discussion/Action

11.1 Declare Sealed Written Proposals and Highest Written Bidder, Call for Oral Bids, and Declare Highest Bidder for Surplus Property at 2715 E. Vineyard Avenue, Oxnard, CA, Submitted in Connection with District’s Request for Proposals and Statements of Qualifications for Sale, Lease, or Exchange of 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175)

11.2 Consideration of either (i) rejection of bids as to the Sale, Lease, or Exchange of Surplus School District Properties, or (ii) adoption of Resolution No. #2021/57, entitled: “Resolution of the Board of Trustees of the Rio School District Relating to the Sale of Certain District-Owned Real Property Identified as the 2715 E. Vineyard Avenue Site.”

11.3 Request for Approval of the 20/21 School Safety Plans for all school sites.

11.4 Approval of Rio Rosales's Revised Single Plan for Student Achievement (SPSA)

11.5 Approval of Summer Learning Programs

11.6 Formation of the LCAP Subcommittee

11.7 Kajeept student hotspot renewal of 220 lines

11.8 2020/2021 RSD and RTA Tentative Agreement

11.9 RSD PK and TK - 8 2021/2022 and 2022/2023 RSD Academic Calendars
11.10 Approval of Declaration of Need for Fully Qualified Educators

11.11 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30-Day Substitute Teaching Permits

12. Consent

12.1 Approval of the Consent Agenda

12.2 Approval of the Minutes of the Regular Meeting of March 17, 2021

12.3 Approval of the Minutes of the Special Board Meeting of March 31, 2021

12.4 Approval of the Donation Report

12.5 April 2021 Personnel Report

12.6 Ratification of the Commercial Warrant for March 6 2021 through April 9, 2021

12.7 Approval of the Amendment to AR3350 (Administrative Regulation) to Regulate Expenditures and Credit Card Use.

12.8 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Resolution 20/21-54 allowing the District to Increase the Statutory Fees on Residential, Commercial and Industrial Development Projects.

12.9 Williams Quarterly Complaint Report for April 2021

12.10 Approval of the Professional Service Agreement with 360 Degree for Speech Pathologist Services

12.11 Student Teaching Affiliation Agreement Between GCU and RSD

12.12 RSD and Cal Lutheran Teaching Internship Contract

12.13 RSD and CSUN Student Teaching Agreement - Virtual Internship

12.14 RSD and Cal State Teach Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students

12.15 Approval of Resolution No. 20/21-56 for the Notice of Completion of Bid Package #9, Specialties, at Rio Del Sol.

12.16 Approval of Resolution No. 20/21-57 for the Notice of Completion of the Tech Wall, Project #21-06L, Acoustical Treatment in Gym at Rio Vista.

12.17 Approval of Change Order #2 from Kiwitt General Contractor for the added scope of work at Rio Real for the Installation of Additional Flooring and Vision Light Windows and Painting

12.18 Approval of Proposals from Kenco for DSA Inspection at Rio Del Norte, and Rio Del Valle projects.

13. Organizational Business

13.1 Future Items for Discussion

13.2 Future Meeting Dates: May 19, 2021

14. Adjournment

14.1 Adjournment
**Agenda Item Details**

**Meeting**
Apr 21, 2021 - RSD Regular Board Meeting

**Category**
3. Public Hearing

**Subject**
3.1 Developer Fee Justification Study

**Access**
Public

**Type**
Information

**Public Content**
Speaker:

Rationale:

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Rio SD Dev Fee Public Notice 2021 for STAR (2).pdf (89 KB)

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**Administrative Content**

**Executive Content**
PUBLIC NOTICE
RIO School District
1800 Solar Drive, Oxnard CA 93030
Developer Fee Justification Study

A. Please take Notice that pursuant to Senate Bill 50, Chapter 407, Statutes 1998, Government Code Sections 65995 and 66001 and related authorities, the Governing Board (Board) of the Rio School District (District) will hold a public hearing on a Resolution adopting the District Developer Fee Justification Study at its regular Board meeting of April 21, 2021 at 5pm, held at the District Office Board Room / Google Meet (1800 Solar Drive, 3rd Floor, Oxnard, CA 93030) and

B. That pursuant to Education Code Section 17620 and related authorities, the District Board will conduct a public hearing on a Resolution to increase Level 1 Statutory Fees on Residential and Commercial/Industrial Development Projects (excluding existing projects and those projects for which Statutory fees have been fully paid), at the District regular Board meeting of April 21, 2021, at 5pm held at the District Office Board Room / Google Meet (1800 Solar Drive, 3rd Floor, Oxnard, CA 93030) and

C. Commencing on April 7th, 2021, and for the next 14 days thereafter, the proposed Resolution: 1) adopting a Developer Fee Justification Study in its final form with supporting applicable data and 2) increasing statutory fees for residential and commercial/industrial development projects (excluding existing projects and those projects for which statutory fees have been fully paid) will be available for public review and comment at the District Office located at 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030. As a result of COVID, please email to Wael Saleh, Assistant Superintendent, Chief Business Official at wsaleh@rioschools.org for a copy. Prior to taking action on the Resolution, the District Board of Education shall respond to written comments received from the public regarding the Developer Fee Justification Study. On or prior to April 7th, 2021, the District provided administrative draft copies thereof to the planning departments of the City of Oxnard and Ventura County, CA, or other local planning authorities, which are the jurisdictions responsible for land use planning for territory within the District for their review and comment.

D. Any person challenging the adoption of the Developer Fee Justification Study or the continuation of the Level I Fee in a court of competent jurisdiction after the conclusion of the public hearing may be limited to only those issues raised at the hearing or in correspondence delivered to the school district prior to the hearing.

E. Written requests for more information and other communications shall be in writing addressed to Wael Saleh, Assistant Superintendent, Chief Business Official located at 1800 Solar Drive, 3rd Floor, Oxnard, CA 93030, email: wsaleh@rioschools.org, phone number: (805) 485-3111, or the District Real Estate Consultant, Dr. Joel Kirschenstein, email: joel@sagerealtygroup.com, phone number (805) 377-3999.
**Agenda Item Details**

Meeting: Apr 21, 2021 - RSD Regular Board Meeting  
Category: 4. Discussion/Action  
Subject: 4.1 Open and Direct Examination of Sealed Written Proposals for Surplus Property at 2715 E. Vineyard Avenue, Oxnard, CA, Submitted in Connection with District’s Request for Proposals and Statements of Qualifications for Sale, Lease, or Exchange of 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175)  
Access: Public  
Type:  

**Public Content**  
Speaker: John Puglisi, Ph.D, Superintendent  

Rationale:  
On May 20, 2020, the Board authorized the solicitation of proposals for the purchase of the Rio School District’s property at 2715 East Vineyard (“Vineyard Property”) from both public and private sector entities, pursuant to the relevant requirements of Education Code Section 17455 et seq. Through that process, which concluded on December 15, 2020, the District received no interest in the Vineyard Property. Accordingly, on February 17, 2021, following an expression of interest from private entities, the Board elected to again solicit proposals from the public-at-large for the sale, lease, or exchange for the Vineyard Property, with such proposals to be opened at the Board’s meeting on April 21, 2021.  

The Vineyard Property is currently used as a maintenance and operations facility by the District, across the former El Rio Elementary School, which has been sold as surplus to a developer.  

At this meeting, the Board will begin the process by opening the sealed bids received by the District, and declaring them in open session. The Board will then direct District staff, along with its consultants, to examine the bids while the Board recesses to Closed Session.

**Administrative Content**

**Executive Content**
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 6. Closed Session


Access: Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  6. Closed Session
Access  Public
Type  Discussion

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 6. Closed Session
Access: Public
Type: Discussion

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 6. Closed Session

Subject: 6.4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 2600 and 3410 N. Rose Avenue, Oxnard, CA; (APN: 144-0-110-225 and -590) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR. Negotiating Parties: KMS Development, LLC and KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment

Access: Public

Type:

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 6. Closed Session

Subject: 6.5 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: Highest Bidder Under Negotiation: Price and Terms of Payment

Access: Public

Type:

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details
Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 10. Information
Subject: 10.1 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:

- RiOpening Update - Child Nutrition/Transportation/Custodial

Administrative Content

Executive Content
**Agenda Item Details**

Meeting: Apr 21, 2021 - RSD Regular Board Meeting  
Category: 10. Information  
Subject: 10.2 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:

- CAASSP Update  
- SPSA Presentations: Rio del Sol, Rio del Valle and Rio Vista

**Administrative Content**

**Executive Content**
Agenda Item Details

Meeting            Apr 21, 2021 - RSD Regular Board Meeting
Category           10. Information
Subject            10.3 School and Systems Improvement Updates
Access             Public
Type               Information

Public Content

Speaker: Carolyn Bernal, Ed.D., Assistant Superintendent of School and Systems Improvement

Rationale:

Dr. Bernal will provide updates on the following:

- COVID Update-Survey Data
- Enrollment

Administrative Content

Executive Content
Agenda Item Details

Meeting                                      Apr 21, 2021 - RSD Regular Board Meeting
Category                                     10. Information
Subject                                      10.4 First Reading of CSBA Policy Revisions
Access                                       Public
Type                                         Information

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  11. Discussion/Action
Subject  11.1 Declare Sealed Written Proposals and Highest Written Bidder, Call for Oral Bids, and Declare Highest Bidder for Surplus Property at 2715 E. Vineyard Avenue, Oxnard, CA, Submitted in Connection with District's Request for Proposals and Statements of Qualifications for Sale, Lease, or Exchange of 2715 E. Vineyard Avenue, Oxnard, CA (APN: 132-0-052-175)
Access  Public
Type  Action

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

This item is a continuation of the District's receipt of proposals for the purchase, lease, or exchange of the Vineyard Property located at 2715 East Vineyard. Following Closed Session, the Board will ask that the highest conforming written bids be declared, at which point the Board will call for oral bids for the Vineyard Property, provided that such oral bids exceed the highest written proposal by at least five percent. No oral bid will be accepted, however, until the same is reduced to writing. The Board will declare the highest bidder based on the proposals received. If after the conclusion of this item, the Board desires to reconvene in closed session to discuss the price or terms of payment proposed, it may do so under the identified closed session item.

Administrative Content

Executive Content
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  11. Discussion/Action
Subject  11.2 Consideration of either (i) rejection of bids as to the Sale, Lease, or Exchange of Surplus School District Properties, or (ii) adoption of Resolution No. #2021/57, entitled: "Resolution of the Board of Trustees of the Río School District Relating to the Sale of Certain District-Owned Real Property Identified as the 2715 E. Vineyard Avenue Site."
Access  Public
Type

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

Rationale:
This item is the final component for the sale of the Vineyard Property on the agenda. After declaring the highest bidder, the Board will determine whether to (1) reject all bids in the best interests of the District, or (2) to approve the sale to the highest bidder, and delegate authority to the Superintendent to finalize a purchase-sale agreement consistent with the terms of the RFP, the highest proposal, and the Board’s direction and otherwise proceed to close escrow on the Property.

Res202157 Rio_Surplus_Vineyard_Resolution Approving Purchase Agreement_ April 2021.pdf (20 KB)

Administrative Content

Executive Content
RIO SCHOOL DISTRICT

RESOLUTION #20/21-57
RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO SCHOOL DISTRICT RELATING TO THE SALE OF
CERTAIN DISTRICT-OWNED REAL PROPERTY
IDENTIFIED AS THE 2715 E. VINEYARD AVENUE SITE

WHEREAS, the Rio School District (the “District”) is the owner of that certain unimproved real property located at 2715 East Vineyard Avenue in the City of Oxnard (“City”), California, which is identified as Ventura County Assessor Parcel No. 202-0-233-355 (the “Property”); and

WHEREAS, at its regularly-held meeting on or about May 20, 2020, the District’s Board of Trustees (the “Board”) passed and adopted Resolution #1920/49 by which resolution the Board declared the Property surplus;

WHEREAS, in compliance with Education Code Section 17464, Government Code Sections 54220, et seq., and Resolution #1920/49, the District notified qualifying public agencies and certain nonprofit charitable and public benefit organizations (the “Public Sector”) of the District’s intent to sell the Property; however, the District did not receive any response from such entities within the time required by law;

WHEREAS, pursuant to Resolution #1920/49, the District also solicited proposals from the private sector and public-at-large for the sale, lease, or exchange of the Property, but ultimately, in December 2020, received no proposals;

WHEREAS, on February 17, 2021, the Board adopted Resolution #2021/49, wherein it again declared its intention to offer and dispose of the Property to any interested private parties (the “Private Sector”) and directed District staff to again provide notice of the District’s intent to sell the Property to the Private Sector as set forth in the Request for Proposals and Statements of Qualifications for the Sale, Lease or Exchange of Surplus School District Properties, dated February 17, 2021 (“RFP”); and

WHEREAS, the District provided notice of its intent to sell, lease, or exchange the Property to the Private Sector in accordance with Education Code Sections 17469 and 17470; and

WHEREAS, at its regularly-held meeting on April 21, 2021, the Board opened, examined, and declared all written proposals for the sale, lease or exchange of the Property, and then called for oral bids, pursuant to Resolution #2021/49 and Education Code Sections 17472 and 17473; and

WHEREAS, sealed proposals for the sale, lease, or exchange of the Property were received by the District by 4:00 p.m. on April 20, 2021, as required by the RFP and Education Code Section 17472; and
WHEREAS, at its regular meeting held at 5:00 p.m. on April 21, 2021, the Board received the written proposals for the sale of the Property; and

WHEREAS, the Board opened, examined, and declared the bids and determined the highest conforming written proposal; called for oral bids in accordance with Education Code Section 17473, and thereafter declared the highest bid (hereinafter, “Highest Bid”) and bidder (hereinafter, “Highest Bidder”) as documented in the minutes of such meeting.

NOW, THEREFORE, be it hereby resolved that:

1. That the above recitals are true and correct.

2. The Board declares its intention to sell the Property to the Highest Bidder for the purchase price established by the Highest Bid, and hereby delegates authority to the Superintendent, or the Superintendent’s designee, to (1) finalize a Purchase and Sale Agreement consistent with the RFP, the Highest Bid, and the direction of the Board; and (2) take such action as may be required to effectuate the purpose of this Resolution, including the execution of the Purchase Agreement, and to take any and all steps reasonably necessary to open escrow for the disposition of the Property and to accomplish the closing of escrow, including the execution of a grant deed and other such documentation. This authority shall expressly include all reasonable land use and land use entitlement tasks contemplated under the Purchase Agreement, including any work in connection with the County of Ventura, City of Oxnard, or otherwise.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 21st day of April, 2021, by the following vote:

AYES:

NOES;

ABSENT:

ABSTAIN:

Cassandra Bautista
President of the Board of Trustees
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  11. Discussion/Action
Subject  11.3 Request for Approval of the 20/21 School Safety Plans for all school sites.
Access  Public
Type  Action
Recommended Action  Staff recommends approval of the School Safety Plans for all Rio District schools for the 20/21 school year.

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

Public Content

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

Education Code 32280-32288 requires all school districts with enrollment over 2501 to develop Safe School Plans. The Rio School District has finalized all of the School Safety Plans and they are now ready for Board approval.

Once approved, a copy of each school plan will be available at each school site, the district office and the website.

- RDV CSSP 20-21.docx (480 KB)
- Rio Plaza CSSP 20-21 FINAL.docx (162 KB)
- _RRO CSSP 20 21.docx (201 KB)
- RDM CSSP 20-21.pdf (2,142 KB)
- Rio Del Sol Safety Plan Revised.pdf (524 KB)
- RDN 20_21 Safety Plan (1).docx (101 KB)
- Rio Real CSSP 19-20 Final.docx (224 KB)
- Rio Vista School Safety Plan.pdf (1,185 KB)
- CSSP_2020-21 Rio Lindo final.pdf (1,134 KB)

Administrative Content

Executive Content
Separate Report
**Agenda Item Details**

**Meeting**  
Apr 21, 2021 - RSD Regular Board Meeting

**Category**  
11. Discussion/Action

**Subject**  
11.4 Approval of Rio Rosales's Revised Single Plan for Student Achievement (SPSA)

**Access**  
Public

**Type**  
Action

**Fiscal Impact**  
No

**Budgeted**  
No

**Budget Source**  
Federal and State funds

**Recommended Action**  
Staff recommends board approval of Rio Rosales's SPSA.

**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:** Oscar Hernandez

**Rationale:**

A Single Plan for Student Achievement (SPSA) must be written and implemented at all schools to raise students' academic performance, improve the educational program, and create a cycle of continuous improvement for schools. It requires collection and analysis of student performance data, setting priorities for program improvement, rigorous use of effective solution strategies, and ongoing monitoring of results.

Re-submittal of Rio Rosales's revised single plan for student achievement with board recommendations.

**Administrative Content**

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

Ryan Howatt

February 9, 2021
Name of School Principal: Emmanuel Mejia  
Signature of School Principal:  
Date: February 9, 2021

Name of SSC Chairperson:  
Signature of SSC Chairperson:  
Date:  

<table>
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<th>School Name</th>
<th>County-District-School (CDS) Code</th>
<th>Schoolsite Council (SSC) Approval Date</th>
<th>Local Board Approval Date</th>
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<td>56 72561 6118061</td>
<td>February 9, 2021</td>
<td>February 17, 2021</td>
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**Purpose and Description**

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

**SCHOOLWIDE PROGRAM**

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

**Site Level:**

As part of our professional practice at Rio Rosales, CAASPP (California Assessment of Student Progress & Performance) data has been reviewed in detail. In particular, a detailed analysis of State and Local Assessment has been reviewed by our stakeholders. Overall performance, as measured by local assessments, indicates that improvement in the area of Language Arts and Mathematics is needed.

The principal, teacher leaders, School Site Council members, and English Language Advisory Council members reviewed State and Local Assessment data. Based upon achievement trends, we have done the following:

1. Established a teacher leadership team
2. Established a School Site Council
3. Established an English Learner Advisory Committee
4. Created a professional development plan targeting English Learners, Multi-Tiered Systems of Support and continuing our work around creating a comprehensive set of behavioral expectations.
5. Integrated the use of technology into daily curriculum design
6. Developed a series of in person and remote interventions designed to help struggling learners
7. Convened and collaborated with a School Re-Opening committee to ensure safe, high quality learning in remote and in-person settings upon children’s return.

School Plan for Student Achievement| Page 2 of 28
The School Site Council met on the following dates: 11.23.20, 12.15.20, 1.5.21, 2.1.21, 2.4.21
English Learner Input was sought on: 1.7.21 - 1.14.21

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

The Rio Rosales School Site Council met regularly during the 2020 - 2021 academic year to review, plan, develop and monitor the Rio Rosales Single Plan for Student Achievement.
The Rio Rosales School Site Council sought input from the public, our English Learners Advisory Committee, our English Learner Coordinators, our Gifted and Talented committee and local law enforcement.

SPSA ROSTER

Emmanuel Mejia / Parent / Chairperson
Louis Ramirez / Parent / Member
Margaret Andrade / Parent / Member

OPEN
OPEN

Ryan Howatt / Principal / Vice-Chairperson
Amber Gibson / 3rd Grade Teacher / Secretary
Victor Anaya / School Counselor / Member

Goals, Strategies, Expenditures, & Annual Review

Complete a copy of the Goal table for each of the school's goals. Duplicate the table as needed.

Goal 1: Academic Achievement in ELA and Math

*Rio Rosales will maintain or improve the percentage of all students who A) take the CAASPP, and B) meet or exceed standards on the CAASPP English language arts, mathematics, and science assessments.*

Identified Need
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<th>State</th>
<th>Increased Points</th>
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<td>24.1 points below standard</td>
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<td>Asian</td>
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<td>State</td>
<td>No data displayed for privacy</td>
<td>6</td>
</tr>
<tr>
<td>Filipino</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>26</td>
</tr>
<tr>
<td>Foster Youth</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>1</td>
</tr>
<tr>
<td>Homeless</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>22</td>
</tr>
<tr>
<td>Two or More Races</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>3</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>1</td>
</tr>
<tr>
<td>White</td>
<td>No Performance Goal</td>
<td>State</td>
<td>No data displayed for privacy</td>
<td>7</td>
</tr>
</tbody>
</table>
### English Language Arts CAASPP Over Time (2020 CAASPP Data Absent due to Cancellation of CAASPP)

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3 (2016-17)</th>
<th>Grade 4 (2017-18)</th>
<th>Grade 5 (2018-19)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2400.7</td>
<td>2446.7</td>
<td>2481.6</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>24.44 %</td>
<td>21.35 %</td>
<td>18.60 %</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>7.78 %</td>
<td>24.72 %</td>
<td>26.74 %</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>33.33 %</td>
<td>19.10 %</td>
<td>20.93 %</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>34.44 %</td>
<td>34.83 %</td>
<td>33.72 %</td>
</tr>
</tbody>
</table>

### ELA CAASPP RESULTS 2018-2019

School Plan for Student Achievement| Page 5 of 28
<table>
<thead>
<tr>
<th></th>
<th>86</th>
<th>90</th>
<th>86</th>
<th>262</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of Students Enrolled</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Students Tested</td>
<td>83</td>
<td>88</td>
<td>86</td>
<td>257</td>
</tr>
<tr>
<td>Number of Students With Scores</td>
<td>83</td>
<td>88</td>
<td>86</td>
<td>257</td>
</tr>
<tr>
<td>Mean Scale Score</td>
<td>2418.4</td>
<td>2445.0</td>
<td>2481.6</td>
<td>N/A</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>20.48 %</td>
<td>18.18 %</td>
<td>18.60 %</td>
<td>19.07 %</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>27.71 %</td>
<td>23.86 %</td>
<td>26.74 %</td>
<td>26.07 %</td>
</tr>
<tr>
<td>Standard Nearly Met: Level 2</td>
<td>22.89 %</td>
<td>18.18 %</td>
<td>20.93 %</td>
<td>20.62 %</td>
</tr>
<tr>
<td>Standard Not Met: Level 1</td>
<td>28.92 %</td>
<td>39.77 %</td>
<td>33.72 %</td>
<td>34.24 %</td>
</tr>
</tbody>
</table>

CDE DASHBOARD: MATHEMATICS 2019 CAASPP RESULTS
MATHEMATICS CHANGE OVER TIME

<table>
<thead>
<tr>
<th>Achievement Level</th>
<th>Grade 3</th>
<th>Grade 4</th>
<th>Grade 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mean Scale Score</td>
<td>2425.7</td>
<td>2473.9</td>
<td>2488.0</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>20.00 %</td>
<td>24.72 %</td>
<td>20.00 %</td>
</tr>
<tr>
<td>Achievement Level</td>
<td>Grade 3</td>
<td>Grade 4</td>
<td>Grade 5</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>Number of Students Enrolled</td>
<td>86</td>
<td>90</td>
<td>86</td>
</tr>
<tr>
<td>Number of Students Tested</td>
<td>86</td>
<td>90</td>
<td>86</td>
</tr>
<tr>
<td>Number of Students With Scores</td>
<td>86</td>
<td>90</td>
<td>85</td>
</tr>
<tr>
<td>Mean Scale Score</td>
<td>2432.2</td>
<td>2453.6</td>
<td>2488.0</td>
</tr>
<tr>
<td>Standard Exceeded: Level 4</td>
<td>22.09 %</td>
<td>16.67 %</td>
<td>20.00 %</td>
</tr>
<tr>
<td>Standard Met: Level 3</td>
<td>27.91 %</td>
<td>23.33 %</td>
<td>15.29 %</td>
</tr>
</tbody>
</table>

MATH CAASPP RESULTS 2018-2019
<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline/Actual Outcome</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>EADMS CAASPP English Language Arts Performance Data Percent Meeting/Exceeding Standards</td>
<td>45.34</td>
<td>≥ 45.34</td>
</tr>
<tr>
<td>EADMS CAASPP Math Performance Data Percent Meeting/Exceeding Standards</td>
<td>41.76</td>
<td>≥ 41.76</td>
</tr>
</tbody>
</table>

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**
(Identify either All Students or one or more specific student groups)

All Students as with specific focus on underperforming subgroups.

**Strategy/Activity**

CAASPP Goal Setting with students in grades 3 - 5 done in sessions designed to give a general overview of the CAASPP and then provide training and goal setting to prepare for the demands of format, content and engagement on the CAASPP. All students in grades 3 - 5 will complete a personal goal sheet that aligns with school goals.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>Source(s)</th>
<th>Budget Reference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1000</td>
<td>Title I</td>
<td>010-1104-3010-0-1110-012-200-0000-0</td>
</tr>
</tbody>
</table>

**Strategy/Activity 2**

School Plan for Student Achievement| Page 9 of 28
**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Families in grades 3 - 5.

**Strategy/Activity**

Two CAASPP parent evenings designed to help families become familiar with the CAASPP assessments in May. The first evening is designed to give a general overview of the CAASPP and requirements of format, content and engagement. The second evening is designed to give families a chance to take practice tests together and design a plan to help each child develop strategies for success on the CAASPP. Materials may be prepared and distributed as needed to support families for these trainings. Teachers may also be compensated to prepare and present for these evenings.

**Proposed Expenditures for this Strategy/Activity**

| Amount(s) | $2000 |
| Source(s) | Title I |
| Budget Reference(s) | 010-1104-3010-0-1110-012-200-0000-0 |

**Goal 2 : Reducing Suspension**

*For the 2020-2021 academic year, Rio Rosales will reduce suspensions to 0.5% or less.*
Identified Need

Annual Measurable Outcomes

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline/Actual Outcome</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDE Suspension Rate Data</td>
<td>2.1% Suspended at least once</td>
<td>0.5% or less suspended at least once</td>
</tr>
</tbody>
</table>

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

All students.

Strategy/Activity

Rio Rosales will recognize positive student behavior/academic achievement with awards determined by each grade level. Awards/incentives will be given on a regular basis, mailed to the students’ homes during distance learning or given to the student on-site during on-site learning. Cost for awards and incentives.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>LCFF</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-2101-0000-0-4760-1000-013-200-0000-0</td>
</tr>
</tbody>
</table>

Strategy/Activity 2

Students to be Served by this Strategy/Activity

School Plan for Student Achievement| Page 11 of 28
All students

**Strategy/Activity**

The Rio Rosales counselor and administration will support teachers in the classroom by performing social circles to gauge students' emotional status and engage students in social conversations as needed and/or requested. The counselor and administration will make personal contact with families in need of counseling services as determined by social circle outcomes, teacher/admin referral or parents personally contacting the counselor. In addition to the above, the counselor and administration will contact at-risk students, as determined by attendance records, on a regular basis, if/as needed. Cost for personnel to perform home visits outside regular school hours as needed.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>See Goal 1 Strategy 2 for funding information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title 1</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-1104-3010-0-1110-012-200-0000-0</td>
</tr>
</tbody>
</table>

**Goal 3: English Learner Progress**

*For the 2020-2021 academic year, Rio Rosales English Learners will improve the percentage of English Learners making progress towards English language proficiency to at least 55%.*

**Basis for this Goal**

<table>
<thead>
<tr>
<th>46.7% making progress towards English language proficiency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of EL Students: 122</td>
</tr>
</tbody>
</table>

**Progress Levels**

- Very High = 65% or higher
- High = 55% to less than 65%
- Medium = 45% to less than 55%
- Low = 35% to less than 45%
- Very Low = Less than 35%

**Expected Annual measurable Outcomes**

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
</table>
Positive Movement on ELPAC | 46.7% of EL's made progress | at least 55% of EL's will make progress

PLANNED STRATEGIES/ACTIVITIES

Complete a copy of the following table for each of the school's strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**
(Identify either All Students or one or more specific student groups)

English Learners

**Strategy/Activity**

ELPAC Practice Assessment and professional learning designed to familiarize staff, students and families with the expectations and repercussions of ELPAC performance.

Family evenings designed to inform and train families to take the ELPAC.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>Source(s)</th>
<th>Budget Reference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000</td>
<td>LCFF</td>
<td>010-3602-0000-0-4760-1000-012-200-L113-0</td>
</tr>
</tbody>
</table>

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**
(Identify either All Students or one or more specific student groups)

English Learners

**Strategy/Activity**

Strategic grouping by grade level by volunteering grade levels. Pilot program based on EL learners populations in different grade levels.
Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-1104-3010-0-1110-012-200-0000-0</td>
</tr>
</tbody>
</table>

Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

In collaboration with Rio School District, Rio Rosales staff will examine data, identify Long Term English Learners and build strategies to improve performance on ELPAC and CAASPP.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$2,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-1104-3010-0-1110-012-200-0000-0</td>
</tr>
</tbody>
</table>

Goal 4 : Increasing Attendance and Engagement

Goal: By June 17, 2021 the Rio Rosales chronic absenteeism rate will be less than 8%.

Basis for this Goal

Rio Rosales chronic absenteeism as reported by CDE Dashboard was 7.9% in 2018-2019.

Expected Annual measurable Outcomes

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Absenteeism Rate</td>
<td>Chronic Absenteeism: 7.9%</td>
<td>Chronic Absenteeism: &lt; 7.0</td>
</tr>
</tbody>
</table>

PLANNED STRATEGIES/ACTIVITIES

School Plan for Student Achievement | Page 14 of 28
Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**

All students, with a particular focus on those students whose absences are equal to or greater than ten percent of the year at any given date.

**Strategy/Activity**

Continue use of support specialists to contact families for School Attendance Review Team as a preventive measure to reduce School Attendance Review Board referrals.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>LCFF Supplemental</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-3602-0000-0-4760-1000-012-200-L113-0</td>
</tr>
</tbody>
</table>

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All

Those students whose absence rate is above 10%

**Strategy/Activity**

Re-engagement meetings designed to target needs and provide support virtually or in person, up to and including home visits by appropriate Rio District staff.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1000 for resources and extra-hour requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-1104-3010-0-1110-012-200-0000-0</td>
</tr>
</tbody>
</table>
Goal 5: Mitigating Learning Loss

Goal: During the 2020-2021 Academic year, Rio Rosales will purchase, store, and distribute resources to support student academic achievement and engagement. These materials may include but are not limited to software, hardware, school supplies, literature, and human support.

Basis for this Goal

COVID-19 has caused disruption to the school operations. To mitigate learning loss, Rio Rosales must procure and distribute materials to assist children and our community in accessing different resources to support authentic learning. This support is designed for remote as well as in-person instruction.

Expected Annual measurable Outcomes

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engagement Reports</td>
<td>February 4, 2021 - 95.73%</td>
<td>February 4, 2022 - 98%</td>
</tr>
<tr>
<td>Survey Results</td>
<td>Common obstacles indicate childcare, work schedules, and technological skills.</td>
<td>Reduce obstacles by surveying and responding in strategic and targeted ways to reduce the obstacles.</td>
</tr>
<tr>
<td>Attendance Reports</td>
<td>February 4, 2021 - 95.79</td>
<td>February 4, 2022 - 98%</td>
</tr>
<tr>
<td>2021 v. 2019 CAASPP</td>
<td>41.76 MATH / 45.34 ELA</td>
<td>≥ 41.76 MATH / 45.34 ELA</td>
</tr>
</tbody>
</table>

PLANNED STRATEGIES/ACTIVITIES

Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All

All students, with a particular focus on those students whose absences are equal to or greater than ten percent.

Strategy/Activity
Utilization of office staff and Campus Supervisor Assistants to prepare and distribute materials. Purchase and requisition of supplies and materials to mitigate learning loss.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$10,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>LCFF Supplemental</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>010-3602-0000-0-4760-1000-200-L113-0</td>
</tr>
</tbody>
</table>

Annual Review

SPSA Year Reviewed: 2019-2020

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

ANALYSIS 2019-2020 for 2020-2021 SPSA

December 15, 2020

CONTENTS:
Page 6: ELA Goal
Page 13: Math Goal
Page 16: ELPAC / English Learner Goal
Page 19: Attendance Goal
Page 21: Teacher Survey to Support Parental Involvement

Rio Rosales SSC Agenda

December 15, 2020

5:00 PM/ATTENDANCE VIA GOOGLE MEET

Name      Email                        Duration  Time joined  Time exited
Ryan Howatt  rhowatt@rioschools.org  1 hr 26 min 4:56 PM  6:22 PM
Goal 1

ACADEMIC SCHOOL GOAL: By June 5, 2020 all eligible students in grades 3 - 5 will take the California Assessment of Student Performance and Progress (CAASPP). Through strategic professional learning, implementation of best practices and community partnerships, Rio Rosales scores of 3 and 4 on the ELA section of the CAASPP will increase by at least five percent from 43% in the 2018-2019 academic year to at least 48% on the 2019-2020 CAASPP. Rio Rosales scores of 1 and 2 on the ELA section of the CAASPP will decrease by at least five percent from 55% in the 2018-2019 academic year to at most 50% in the 2019-2020 academic year.

Basis for this Goal__
We were able to accomplish our similar goal last year with a target of 5% increase in 3's and 4's and a 5% decrease in 1's and 2's. It is reasonable to continue stretching that goal by consolidating our best practices and adopting new strategies.

<table>
<thead>
<tr>
<th>CAASPP Grade 3 ELA</th>
<th>Δ %</th>
<th>CAASPP Grade 4 ELA</th>
<th>Δ %</th>
<th>CAASPP Grade 5 ELA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score</td>
<td>16/17</td>
<td>17/18</td>
<td>18/19</td>
<td>Δ 17/18 - 18-19</td>
</tr>
<tr>
<td>1</td>
<td>29</td>
<td>37</td>
<td>29</td>
<td>-8%</td>
</tr>
<tr>
<td>2</td>
<td>35</td>
<td>30</td>
<td>23</td>
<td>-7%</td>
</tr>
<tr>
<td>3</td>
<td>18</td>
<td>7</td>
<td>28</td>
<td>10%</td>
</tr>
<tr>
<td>4</td>
<td>17</td>
<td>24</td>
<td>20</td>
<td>-4%</td>
</tr>
</tbody>
</table>

GOAL: Met
3's and 4's were at 45% Scores of 3 & 4 Increased by 5.2%
1's and 2's were at 55% Scores of 1 & 2 Decreased by 10.6%

---

**Expected Annual Measurable Outcomes**

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAASPP ELA</td>
<td>43% of children in grades 3 - 5 met CAASPP ELA criteria for passing.</td>
<td>At least 48% of children in grades 3 - 5 will meet CAASPP criteria for passing.</td>
</tr>
<tr>
<td>CAASPP ELA</td>
<td>55% of children in grades 3 - 5 did NOT meet CAASPP ELA criteria for passing.</td>
<td>A reduction of at least 5% to 50% not meeting nearly meeting passing CAASPP criteria.</td>
</tr>
</tbody>
</table>

**PLANNED STRATEGIES/ACTIVITIES**

Complete a copy of the following table for each of the school's strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

School Plan for Student Achievement | Page 19 of 28
**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students as with specific focus on underperforming subgroups. All students will demonstrate growth as a whole. Specifically, underperforming subgroups identified by the CDE Dashboard to be addressed are: Students with Disabilities, English Learners, Hispanic Students and Socio-economically Disadvantaged students.

**Strategy/Activity CAASPP**

Adoption of classroom sets of literature that promote positive culture and mindfulness, as well as address content standards in respective grade levels. Each grade level will be given $800 to purchase materials. Additional opportunities to develop and source curriculum will be provided.

**Proposed Expenditures for this Strategy/Activity**

| Amount(s) | $5,000 |
| Source(s) | Title I |
| Budget Reference(s) | [Add budget reference here] |

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students as with specific focus on underperforming subgroups.

**Strategy/Activity**

CAASPP Goal Setting with students in grades 3 - 5 done in sessions designed to give a general overview of the CAASPP and then provide training and goal setting to prepare for the demands of format, content and engagement on the CAASPP. All students in grades 3 - 5 will complete a personal goal sheet that aligns with school goals.

**Proposed Expenditures for this Strategy/Activity**

| Amount(s) | $500 |
| Source(s) | Title I |
| Budget Reference(s) | [Add budget reference here] |
Strategy/Activity 3

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Families in grades 3 - 5.

Strategy/Activity

Two CAASPP parent evenings in February and March designed to help families become familiar with the CAASPP assessments in May. The first evening is designed to give a general overview of the CAASPP and requirements of format, content and engagement. The second evening is designed to give families a chance to take practice tests together and design a plan to help each child develop strategies for success on the CAASPP.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>

Strategy/Activity 4

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

Students served will be those identified by Rio Rosales criteria for attendance in the After School Program. Typically, spaces to the After School Program are determined based on sources such as socio-economic disadvantage, academic and/or social emotional needs.

Strategy/Activity

Teachers will be paid an hourly rate that includes a half-hour of preparatory time to design lessons that address core academic needs in innovative ways. Teacher recruitment and program development will be a primary focus this year.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>
### SSC Feedback from December 15, 2020

<table>
<thead>
<tr>
<th>What is working and why?</th>
<th>What is not working and why?</th>
<th>Modification(s) based on evaluation results</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(Effective indicators)</strong></td>
<td><strong>(Ineffective indicators)</strong></td>
<td>Continue or discontinue and why?</td>
</tr>
<tr>
<td>Specific evidence/indicators of success/effectiveness in implementing this activity or strategy, including:</td>
<td>Specific evidence/indicators showing that this activity or strategy is not working, including:</td>
<td></td>
</tr>
<tr>
<td><strong>Quantitative Data</strong></td>
<td><strong>Quantitative Data</strong></td>
<td><strong>Evaluation results</strong></td>
</tr>
<tr>
<td>1) Number of students served and achieved</td>
<td>1) Number of students served and didn't do well</td>
<td><strong>Continue or discontinue and why?</strong></td>
</tr>
<tr>
<td>2) Pretest/Post-test data</td>
<td>2) Pretest/Post-test data</td>
<td></td>
</tr>
<tr>
<td>3) Benchmark results</td>
<td>3) Benchmark results</td>
<td></td>
</tr>
<tr>
<td>4) Curriculum embedded assessments</td>
<td>4) Curriculum embedded assessments</td>
<td></td>
</tr>
<tr>
<td>5) Standardized tests</td>
<td>5) Standardized tests</td>
<td></td>
</tr>
<tr>
<td><strong>Qualitative Data</strong></td>
<td><strong>Qualitative Data</strong></td>
<td></td>
</tr>
<tr>
<td>1. Feedback/Survey</td>
<td>1. Feedback/Survey</td>
<td></td>
</tr>
<tr>
<td>2. Notes and minutes</td>
<td>2. Notes and minutes</td>
<td></td>
</tr>
</tbody>
</table>

**Parent evenings have been successful in the past with different themes. Instead of childcare, teachers have designed specific test related activities (obstacle course, how to make healthy snacks).**

**Parent night was held February 26, 2020 for families at Rio Del Mar and Rio Rosales.**

**Teacher led sessions did not happen due to COVID for the April session.**

**Parent participation was still not where we would like. Attendance at February CAASPP evening was 15 families from 2 sites.**

**More parents attending, more robust translation, add a raffle for attendance (gear, fun stuff)**

**Can we purchase books for kids to keep to annotate, transport...ideas; books for citizenship, kindness, social-emotional**

**Committee was in favor**

**ALL these could benefit from food provided by the school / what could be done in COVID times? RSVP with a recipe?**

---

Mindful for Testing  
*Rio Del Mar and Rio Rosales CAASPP event, February 24, 2020.*

Books were helpful “The more books the better”  
Mindfulness theme ended up being very apropos  
Money was well spent
Annual Review

SPSA Year Reviewed:

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

While many factors have positively impacted our CAASPP results, the strategies enacted through this SPSA have been generally successful on the whole and with our subgroups.

Because the CAASPP was not delivered last year, the meeting series was not able to be completed, nor was the professional learning series.

The purchase of classroom sets of literature that promote positive culture was widely regarded as successful, especially as COVID has wrought such emotional damage to the community.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

The major change in intended implementation was the cancellation of the CAASPP. While we were able to hold one of the parent evenings and one of the professional learning events, we were not able to hold two. However, we are confident that once we are able to get back, the combination of professional learning and community collaboration builds teacher capacity and community understanding.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue the series with teachers and community this year, with a special focus on the shortened CAASPP assessment.

Data indicates that a focus on students with disabilities is needed as we continue with CAASPP preparation.

Goal 2
GOAL 2
ACADEMIC SCHOOL GOAL: By June 5, 2020 all eligible students will take the California Assessment of Student Performance and Progress (CAASPP). Through strategic professional learning, implementation of best practices and community partnerships, Rio Rosales scores of 3 and 4 on the math section of the CAASPP will increase by at least 5 percent from 42% the 2018-2019 academic year to 47% on the 2019-2020 CAASPP. Rio Rosales scores of 1 and 2 on the math section of the CAASPP will decrease by at least five percent from 58% in the 2018 - 2019 academic year to 53% in the 2019 - 2020 academic year.

Basis for this Goal

We were able to accomplish our similar goal last year with a target of 5% increase in 3’s and 4’s and a 5% decrease in 1’s and 2’s. It is reasonable to continue stretching that goal by consolidating our best practices and adopting new strategies.

<table>
<thead>
<tr>
<th>CAASPP Grade 3 Math</th>
<th>Δ %</th>
<th>CAASPP Grade 4 Math</th>
<th>Δ %</th>
<th>CAASPP Grade 5 Math</th>
<th>Δ</th>
</tr>
</thead>
<tbody>
<tr>
<td>Score</td>
<td>16/17</td>
<td>17/18</td>
<td>18/1</td>
<td>9 %</td>
<td>18-1</td>
</tr>
<tr>
<td>1</td>
<td>36</td>
<td>32</td>
<td>22</td>
<td>10%</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>36</td>
<td>32</td>
<td>22</td>
<td>-10%</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>28</td>
<td>31</td>
<td>28</td>
<td>-3%</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>9</td>
<td>20</td>
<td>22</td>
<td>2%</td>
<td>4</td>
</tr>
</tbody>
</table>

GOAL: Partially Met
3’s and 4’s were at 43% Scores of 3 & 4 Increased by 10.6 %
1’s and 2’s were at 58% Scores of 1 & 2 Decreased by 10% (Goal was 56%)
**Expected Annual Measurable Outcomes**

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAASPP MATH</td>
<td>43% of children in grades 3 - 5 met CAASPP criteria for passing.</td>
<td>At least 48% of children in grades 3 - 5 will meet CAASPP criteria for passing.</td>
</tr>
<tr>
<td>CAASPP MATH</td>
<td>58% of children in grades 3 - 5 did NOT meet CAASPP criteria for passing.</td>
<td>A reduction of at least 5% to 53% not meeting or nearly meeting passing CAASPP criteria.</td>
</tr>
</tbody>
</table>

**PLANNED STRATEGIES/ACTIVITIES**

Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**
(Identify either All Students or one or more specific student groups)

All Students as with specific focus on underperforming subgroups. All students will demonstrate growth as a whole. Specifically, underperforming subgroups identified by the CDE Dashboard to be addressed are: Students with Disabilities, English Learners, Hispanic Students and Socio-Economically Disadvantaged students.

**Strategy/Activity**

Professional learning provided by Rio Rosales and Rio Del Mar principals in collaboration with the Developing Mathematical Thinking Institute. Professional learning develops the use of CAASPP interim assessments to develop teacher and student capacity in the areas of content, format and engagement with the mathematics portion of the CAASPP.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>Source(s)</th>
<th>Budget Reference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3,000</td>
<td>Title I</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**
(Identify either All Students or one or more specific student groups)

School Plan for Student Achievement | Page 25 of 28
All Students as with specific focus on underperforming subgroups.

**Strategy/Activity**

CAASPP Goal Setting with students in grades 3 - 5 done in sessions designed to give a general overview of the CAASPP and then provide training and goal setting to prepare for the demands of format, content and engagement on the CAASPP. All students in grades 3 - 5 will complete a personal goal sheet that aligns with school goals.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Families in grades 3 - 5.

**Strategy/Activity**

Two CAASPP parent evenings in February and March designed to help families become familiar with the CAASPP assessments in May. The first evening is designed to give a general overview of the CAASPP and requirements of format, content and engagement. The second evening is designed to give families a chance to take practice tests together and design a plan to help each child develop strategies for success on the CAASPP.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

School Plan for Student Achievement| Page 26 of 28
Students served will be those identified by Rio Rosales criteria for attendance in the After School Program. Typically, spaces to the After School Program are determined based on factors such as socio-economic disadvantage, academic, and/or social emotional needs.

**Strategy/Activity**

Teachers will be paid an hourly rate that includes a half-hour of preparatory time to design lessons that address core academic needs in innovative ways. Teacher recruitment and program development will be a primary focus this year.

**Proposed Expenditures for this Strategy/Activity**

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>$4000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>Title I</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>

---

**Feedback from School Site Council: December 15, 2020**

**What is working and why?**

(Effective indicators)

Specific evidence/indicators of success/effectiveness in implementing this activity or strategy, including:

- **Quantitative Data**
  1) Number of students served
  2) Number of students served and achieved
  3) Pretest/Post-test data
  4) Benchmark results
  5) Curriculum embedded assessments
  6) Standardized tests

- **Qualitative Data**
  1) Feedback/Survey
  2) Notes and minutes
  3) Observations

---

**What is not working and why?**

(Ineffective indicators)

Specific evidence/indicators showing that this activity or strategy is not working, including:

- **Quantitative Data**
  1) Number of students served and didn’t do well
  2) Pretest/Post-test data
  3) Benchmark results
  4) Curriculum embedded assessments
  5) Standardized tests

- **Qualitative Data**
  1) Feedback/Survey
  2) Notes and minutes
  3) Observations

---

**Modification(s) based on evaluation results**

Continue or discontinue and why?
<table>
<thead>
<tr>
<th>Parent evenings have been successful</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mindful about testing family evening was well designed but poorly attended.</td>
</tr>
<tr>
<td>ST math could be brought to the district...need data review (how did other schools get it?)</td>
</tr>
<tr>
<td>Teacher led sessions did not happen due to COVID</td>
</tr>
<tr>
<td>More parents attending, more robust translation, add a raffle for attendance (gear, fun stuff)</td>
</tr>
<tr>
<td>Can we purchase books for kids to keep to annotate, transport...ideas; books for citizenship, kindness, social-emotional</td>
</tr>
<tr>
<td>Committee was in favor of teacher</td>
</tr>
<tr>
<td>ALL these could benefit from food provided by the school / what could be done in COVID times? RSVP with a recipe?</td>
</tr>
</tbody>
</table>

**Annual Review**

**SPSA Year Reviewed: 2019-2020**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

While many factors have positively impacted our CAASPP results, the strategies enacted through this SPSA have been generally successful on the whole and with our subgroups.

Because the CAASPP was not delivered last year, the meeting series was not able to be completed, nor was the professional learning series.

Staff and community noted that some online programs (like ST math) may be something that warrant further investigation for possible purchase.

Goal setting continues to be a focus, next steps may include some more refined focus on student understanding of the assessment to deepen goal setting accuracy.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

The major change in intended implementation was the cancellation of the CAASPP. While we were able to hold one of the parent evenings and one of the professional learning events, we were not able to hold two. However, we are confident that once we are able to get back, the combination of
professional learning and community collaboration builds teacher capacity and community understanding.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue the series with teachers and community this year, with a special focus on the shortened CAASPP assessment.

Data indicates that a focus on students with disabilities is needed as we continue with CAASPP preparation.

Feedback from school site council broached the topic of purchasing consumable materials for children, this will be addressed in future SSC meetings.

Goal 3

ENGLISH LEARNER SCHOOL GOAL: By June 2020, At least 95% of English Learners (ELs) will maintain or demonstrate positive movement as measured by the ELPAC as reported in EADMS. We will reduce the “negative movement” on EL measures to less than 5%.

Basis for this Goal

With a narrower focus on the ELPAC, this can help us to learn more about the new assessment content and format.

Expected Annual measurable Outcomes

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Positive Movement on ELPAC</td>
<td>ELPAC was a pilot last year</td>
<td>At least 95% of children will maintain or make positive growth on ELPAC.</td>
</tr>
</tbody>
</table>

PLANNED STRATEGIES/ACTIVITIES

Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

School Plan for Student Achievement| Page 29 of 28
English Learners

Strategy/Activity

ELPAC Practice Assessment and professional learning designed to familiarize staff, students and families with the expectations and repercussions of ELPAC performance.

Proposed Expenditures for this Strategy/Activity

| Amount(s) | $2,000 |
| Source(s) | Title III |
| Budget Reference(s) | [Add budget reference here] |

Strategy/Activity 2

Students to be Served by this Strategy/Activity
(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Strategic grouping by grade level by volunteering grade levels. Pilot program based on EL learners populations in different grade levels.

Proposed Expenditures for this Strategy/Activity

| Amount(s) | $1,000 |
| Source(s) | Title III |
| Budget Reference(s) | [Add budget reference here] |
ELPAC data arrived in mid-december. ELPAC summative has completed. ELLevation data has been shared with staff on December 4 as well as tutorials on how ELLevation works so that teachers can review data to determine next steps for instruction.

ELPAC evening was cancelled due to COVID closure.

ELPAC Goals were not met across the board. 3's and 4's decreased and 1's and 2's increased.

Use of ELLevation platform (RSD provided) to both present data and serve as a platform to document meetings, progress, and goal setting. This format is used in 20-21 for reclassification meetings. To date all but one reclassification monitoring meeting has taken place.

Annual Review

SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The implementation of our strategies was earnest, but the goal was not met.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Utilizing the CAASPP strategies, our site ran another evening with families for a workshop on the ELPAC. While attendance was approximately 12 people across two sites, the development of the training was effective and will be utilized again.

Another next step is to develop a predictive tool for Long Term English Learners to proactively understand and address the needs of our English Learners.
Utilizing the California Dashboard as a source for goal writing seems to be a productive strategic move. While ELLevation is a useful tool for site, the CDE Dashboard is ultimately a useful and accurate tool for communication within and across the site.

**Goal 4**

*Goal: By June 7, 2020 the Rio Rosales chronic absenteeism rate will be less than 8%.*

**Basis for this Goal**

Rio Rosales chronic absenteeism as reported by CDE Dashboard was 7.9% in 2018-2019.

**Expected Annual measurable Outcomes**

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chronic Absenteeism Rate</td>
<td>Chronic Absenteeism: 7.9%</td>
<td>Chronic Absenteeism: &lt; 7.0</td>
</tr>
</tbody>
</table>

**PLANNED STRATEGIES/ACTIVITIES**

Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**

**Students to be Served by this Strategy/Activity**

(Identify either All

All students, with a particular focus on those students whose absences are equal to or greater than ten percent.

**Strategy/Activity**

Attendance rewards and incentives for those classes with greater than 97% attendance and for children who achieve perfect attendance for trimesters and for the year.

Continue use of support specialist to contact families for School Attendance Review Team as a preventive measure to reduce School Attendance Review Board referrals.

**Proposed Expenditures for this Strategy/Activity**

| Amount(s) | $1000 |

School Plan for Student Achievement| Page 32 of 28
Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All

Those students whose absence rate is above 10%

Strategy/Activity

School Attendance Review process that leads from an informal School Attendance Review Team meeting up to and including the School Attendance Review Board.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source(s)</td>
<td>N/A</td>
</tr>
<tr>
<td>Budget Reference(s)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Feedback from School Site Council: December 15, 2020

| Attendance in COVID is approximately equal or better than in the past years CAVEAT is that school is only 2.5 hours (95.68 at last) | Maintaining a focus on those who are not attending/engaged is a challenge that requires coordinated communication and accurate contact information. Having attendance and engagement be non-enforced allowed some | Develop some ceremonies to award good attendance for individuals as well as classes....(teacher recommendation or data review for prizes...drive thru ceremony to pick up award or certificates, goodie bags balloons...January preset. Balance presence of staff with safety |

School Plan for Student Achievement| Page 33 of 28
Annual Review

SPSA Year Reviewed: 2019-2020

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

COVID caused attendance to suffer everywhere. Actualization of the goal was rendered moot by the cessation of in person learning, yet we developed new tools to reach out, connect, and engage families who are disconnected.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

We utilized the incentive funds to good effect and will likely continue this year.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We anticipate difficulty attaining the goal as written. Our small person cohorts have been effective in engaging families and children and home visits have proved to be a very effective way to get families connected.

Goal 5

COMMUNITY PARTNERSHIP GOAL:
By June 7, 2020 the Rio Rosales School Site Council will administer and review at least two multiple format surveys (QR code, paper, email for example) designed to align practices and preferences for parent/community involvement. Survey results will be used to strategically improve academic and social collaboration between Rio Rosales staff and the community it serves.
Basis for this Goal

Our School Site Council has discussed ways in which to increase parent participation more effectively at different grade levels. Our intent with the survey is to establish a baseline for teacher and parent preferences and practices around parent involvement. We intend to use the survey to avail parents of opportunities to support their child(ren) and provide a space for teachers and staff to express their areas of need with respect to parent involvement.

Expected Annual measurable Outcomes

<table>
<thead>
<tr>
<th>Metric/Indicator</th>
<th>Baseline</th>
<th>Expected Outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Survey</td>
<td>Baseline will be established</td>
<td>Pathways for community involvement at Rio Rosales</td>
</tr>
</tbody>
</table>

PLANNED STRATEGIES/ACTIVITIES

Complete a copy of the following table for each of the school’s strategies/Activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All

All students, with a particular focus on students’ families at different grade levels.

Strategy/Activity

Design and deliver a survey, first to teachers to determine rates and levels of need in classrooms and grade levels. Then deliver a survey based on those results to families to begin to align areas of need with areas of capacity.

Proposed Expenditures for this Strategy/Activity

<table>
<thead>
<tr>
<th>Amount(s)</th>
<th>Source(s)</th>
<th>Budget Reference(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500</td>
<td>Title I</td>
<td>[Add budget reference here]</td>
</tr>
</tbody>
</table>
Feedback from School Site Council: December 15, 2020

Survey gave insight to teachers and then COVID hit

All teachers were surveyed in December of 2019. Results were reviewed by staff in an effort to align teacher need with parent support. See sample responses below.

Survey did not capture the reality of COVID needs in families and in teachers

Recommend a survey for both parents and teachers to strengthen partnerships and provide mutual support.

Annual Review

SPSA Year Reviewed: 2019-2020

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

ANALYSIS
Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The goal was written and implemented fairly effectively, yet the focus shifted with COVID. Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

COVID changed the relationship between the school and the community, yet there were no major discrepancies between budgeted expenditures and strategies.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

With recent developments in virtual meeting capacities, new avenues have opened up for getting feedback. Having online meetings, conferences and workshops is now commonplace. As we continue to move to engage families, utilizing online meetings to support our community may be a direction that our School Site Council and school agree to develop.

### Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Funds Provided to the School Through the Consolidated Application</td>
<td>$51,252</td>
</tr>
<tr>
<td>Total Federal Funds Provided to the School from the LEA for CSI</td>
<td>$0</td>
</tr>
<tr>
<td>Total Funds Budgeted for Strategies to Meet the Goals in the SPSA</td>
<td>$51,252</td>
</tr>
</tbody>
</table>

### Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

<table>
<thead>
<tr>
<th>Federal Programs</th>
<th>Allocation ($)</th>
</tr>
</thead>
</table>
Subtotal of additional federal funds included for this school: $ [Enter federal funds subtotal here]

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

<table>
<thead>
<tr>
<th>State or Local Programs</th>
<th>Allocation ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[List state or local program here]</td>
<td>$0</td>
</tr>
</tbody>
</table>

Subtotal of state or local funds included for this school: $ 51,252

Total of federal, state, and/or local funds for this school: $ 51,252

Total Funds budgeted in this current draft (2.4.21): $22,000
Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California’s ESSA State Plan supports the state’s approach to improving student group performance through the utilization of federal resources. Schools use the SPSA 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 schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state’s Local Control Funding Formula (LCFF).

The LCFF provides schools and 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 SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.
For questions related to specific sections of the template, please see instructions below:

Instructions: Table of Contents

The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.

Stakeholder Involvement

Goals, Strategies, & Proposed Expenditures

Planned Strategies/Activities

Annual Review and Update

Budget Summary

Appendix A: Plan Requirements for Title I Schoolwide Programs

Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements

Appendix C: Select State and Federal Programs

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at LCFF@cde.ca.gov.

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE’s Title I Policy and Program Guidance Office at TITLEI@cde.ca.gov.

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE’s School Improvement and Support Office at SISO@cde.ca.gov.

Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Description

Briefly describe the school’s plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and School Plan for Student Achievement Instructions| Page 2 of 6
tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

[This section meets the requirements for TSI and ATSI.]

[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]

Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA-and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]

Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is Specific, Measurable, Achievable, Realistic, and Time-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the “Goal #” for ease of reference.

[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]

Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

[Completing this section fully addresses all relevant federal planning requirements]
Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school’s identification.]

[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school’s identification.]

Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the “Strategy/Activity #” for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]

[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]

Students to be Served by this Strategy/Activity

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

[This section meets the requirements for CSI.]

[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]

Proposed Expenditures for this Strategy/Activity

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the School Plan for Student Achievement Instructions | Page 4 of 6
expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

[This section meets the requirements for CSI, TSI, and ATSI.]

[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]

Annual Review

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]

Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total

School Plan for Student Achievement Instructions] Page 5 of 6
allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.

Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:

- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]
Appendix A: Plan Requirements

Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

Requirements for Development of the Plan

I. The development of the SPSA shall include both of the following actions:

   A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.

      1. The comprehensive needs assessment of the entire school shall:

         a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and

         b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—

            i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and

            ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and

            iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.  

        iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.

        v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.

   B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

Requirements for the Plan

II. The SPSA shall include the following:
A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
   1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
      a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
      b. use methods and instructional strategies that:
         i. strengthen the academic program in the school,
         ii. increase the amount and quality of learning time, and
         iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
      c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State's academic standards through activities which may include:
         i. strategies to improve students' skills outside the academic subject areas;
         ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
         iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
         iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
         v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.

C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, its LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.

D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
   1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
   2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).

F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
   1. Ensure that those students' difficulties are identified on a timely basis; and
   2. Provide sufficient information on which to base effective assistance to those students.

G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.

H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).

I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.
Appendix B:

Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE’s School Improvement and Support Office at SISO@cde.ca.gov.

Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);

2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education’s “Using Evidence to Strengthen Education Investments” at https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf);

3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and

4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and

2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education’s “Using Evidence to Strengthen Education Investments” https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

School Plan for Student Achievement Appendices| Page 4 of 6
Additional Targeted Support and Improvement

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

Single School Districts and Charter Schools Identified for School Improvement

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.
Appendix C: Select State and Federal Programs

For a list of active programs, please see the following links:
Programs included on the Consolidated Application: https://www.cde.ca.gov/fg/aa/co/
ESSA Title I, Part A: School Improvement: https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp
Available Funding: https://www.cde.ca.gov/fg/fo/af/

Developed by the California Department of Education, January 2019
Agenda Item Details
Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 11. Discussion/Action
Subject: 11.5 Approval of Summer Learning Programs
Access: Public
Type: Action, Discussion
Goals:
- Goal 1: Improved student achievement at every school and every grade in all content areas
- Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content
Speaker: John Puglisi, Ph.D. Superintendent

Rationale:
Staff will present the Summer Learning Programs to include the following:

Summer Science Academy
Music Academy
Visual Arts Academy
Drama Academy
Writers Camp
SPED Extended Year Program
ASES
Summer Jump Start
Rio Connect, Learn, Grow
Summer Reading Program
Summer Library Program
Summer Nyeland Program
Summer Read Alouds
Summer Reading Channel
Summer Genius Academy
Summer Sports Academy

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Agenda Item Details

Meeting
Apr 21, 2021 - RSD Regular Board Meeting

Category
11. Discussion/Action

Subject
11.6 Formation of the LCAP Subcommittee

Access
Public

Type
Action

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: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:
Upon board request, staff is requesting guidance and board member volunteers to serve on the LCAP committee.

Administrative Content

Executive Content
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  11. Discussion/Action
Subject  11.7 Kajeet student hotspot renewal of 220 lines
Access  Public
Type  Action, Discussion
Preferred Date  Apr 21, 2021
Absolute Date  Apr 21, 2021
Fiscal Impact  Yes
Dollar Amount  86,835.08
Budgeted  Yes
Budget Source  COVID
Recommended Action  Staff recommends extending the Kajeet hotspot contract for 220 devices for an additional year.
Goals  Goal 4: Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: Jarkko Myllari

Rationale: Based on the device statistics in January-April 2021 the total number of active hotspots being used by Rio students is 470. After accounting for the initial 250 hotspots that expire in February 2022, the number of lines to extend existing contracts for is 220. For this number, District received 6-month, 1-year, 3-year and 5-year proposals (attached) from Kajeet ranging between $50,661.04 and $274,818.39 accordingly. To ensure uninterrupted connectivity for the hotspot students the contract needs to be confirmed and signed by the end of April 2021.

QUOTE - Rio School District - Student Access - 220U 6M - Comp Unlimited - Renewal.pdf (121 KB)
QUOTE - Rio School District - Student Access - 220U 12M - Comp Unlimited - Renewal.pdf (121 KB)
QUOTE - Rio School District - Student Access - 220U 36M - Comp Unlimited - Renewal.pdf (121 KB)
QUOTE - Rio School District - Student Access - 220U 60M - Comp Unlimited - Renewal.pdf (121 KB)

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Executive Content
Renewing 220 devices for 6 months on Complete Unlimited data plan

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INCLUDED IN YOUR ORDER

**Kajeet Sentinel License**
- Dashboard and Reports
- Customizable CIPA-Compliant Filtering
- Lost/Stolen Suspend and Alerts
- Customizable Time and Day Access Policies
- Customizable Data Usage Policies

**Enterprise Security**
- Threat Detection and Prevention
- Blocking Rogue VPNs, BitTorrent, etc.
- SIM Hijacking Mitigation

**Lifetime Support**
- Best Network Guarantee
- Assigned Account Manager
- Kajeet Health Check(s)
- Tier 1 End-User Support
- Customer Support in French and Spanish
  - Multi-Lingual Aids Available in 5+ Languages

**Deployment Assistance**
- Implementation Manager
- Sentinel Training
- Parent and Student Communications
- Flyers, Posters, SMS Blasts

**TERMS & CONDITIONS**

- All prices are quoted in U.S. Dollars. All prices valid only through Kajeet direct sales. Quote is valid for 7 days. The amount presented in this quotation is confidential & proprietary and intended for the consideration of the Buyer. Buyer and Kajeet will sign and execute a Services Agreement prior to execution of the program. Credit card payments are subject to a 5.0% processing fee. Kajeet W-9 available upon request. Kajeet®, Arterra Mobility®, and Otarris™ products and services are protected by the following issued U.S. patents 8,929,857; 8,918,080; 8,774,755; 8,774,754; 8,755,768; 8,731,517; 8,725,109; 8,712,371; 8,706,079; 8,667,559; 8,644,796; 8,639,216; 8,634,803; 8,634,802; 8,634,801; 8,630,612; 8,611,885; 8,600,348; 8,594,619; 8,588,735; 8,285,249; 8,078,140; 7,945,238; 7,899,438; 7,881,697. Other patents are pending. Kajeet®, Kajeet SmartSpot®, Education Broadband™, SmartBus™, SmartSpot Protection™, Kajeet Complete™, Kajeet Custom™, Arterra Mobility®, and Sentinel® are trademarks of Kajeet, Inc.
- Telecom, Network and Admin Fees (TAF) defray a wide variety of Federal, State, and/or Local fees charged to telecommunications carriers and are subject to a 9.75% fee on data-related services. This is not state or federal sales tax.
- Shipping costs related to hardware only.
- Sales tax is an estimate based on your state and/or locality. Sales tax is calculated on equipment only. The PO must contain the correct sales tax amount and is the responsibility of the PO issuer. If Sales tax line item is blank; Applicable state sales taxes are not included in this quotation.
INCLUDED IN YOUR ORDER

Kajeet Sentinel License
+ Dashboard and Reports
+ Customizable CIPA-Compliant Filtering
+ Lost/Stolen Suspend and Alerts
+ Customizable Time and Day Access Policies
+ Customizable Data Usage Policies

Lifetime Support
+ Best Network Guarantee
+ Assigned Account Manager
+ Kajeet Health Check(s)
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  Multi-Lingual Aids Available in 5+ Languages

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+ Blocking Rogue VPNs, Bit Torrent, etc.
+ SIM Hijacking Mitigation

Deployment Assistance
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+ Sentinel Training
+ Parent and Student Communications
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Renewing 220 devices for 12 months on Complete Unlimited data plan

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<th>Product Code</th>
<th>List Price</th>
<th>Sales Price</th>
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</tbody>
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Subtotal: $79,120.80

Telecom Admin Fees: $7,714.28

INCLUDED IN YOUR ORDER

- **Kajeet Sentinel License**
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  - Customizable Time and Day Access Policies
  - Customizable Data Usage Policies

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Renewing 220 devices for 36 months on Complete Unlimited data plan

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Subtotal $158,162.40  
Telecom Admin Fees $15,420.83

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Renewing 220 devices for 60 months on Complete Unlimited data plan

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Subtotal: $250,404.00

Subtotal: $250,404.00

Telecom Admin Fees

$24,414.39

INCLUDED IN YOUR ORDER

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Rationale: The Rio School District and the Rio Teacher's Association have come to a tentative agreement for the 2020/2021 school year which completes the negotiations for this year.

The agreement includes a 1% ongoing salary increase retroactive to July 1, 2020, a 3% one time bonus, an increase to teacher hourly pay, language for middle school parent conferences, professional learning time, additional language for member safety and an MOU for middle school special education additional preparation time for testing.

The details of the tentative agreement are attached. The agreement is pending RTA ratification.
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.
RSD and RTA Comprehensive Package
2020/2021 Tentative Agreement for Reopener Negotiations
3.26.2021

For the District

Carolyn Bernal, RSD Chief Negotiator

For the Rio Teachers Association

Marisela Valdez, RTA President
ARTICLE 1 Agreement:
A. A.1. and A.3. remain the same.

New A.2.
This Agreement shall remain in full force and effect from the date of execution by the parties through June 30, 2022.

New A. 4.

New A. 5.
2021-2022 - Entire contract is open.

New A. 6.
Negotiations for the 2021-2022 school year will commence no later than May 1 of the year prior to that school term. (Government Code section 3543.7) Due to the one year contract extension, all articles of the contract are open.

New A.7.
The District and RTA acknowledge that reducing SAI class size is a joint issue. The topic of SAI class size will be an automatic opener in addition to one opener for each side for each year of the agreement. This will not count against either side’s openers.

ARTICLE 7: Unit Member Safety

Replaces A on Page 16
Unit Members shall immediately report cases of assault suffered by them in connection with their employment to the site administrator and/or designee who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent and/or designee who shall comply with any reasonable request from the Unit Member for information in the possession of the Superintendent and/or designee relating to the incident or the persons involved, and shall act in appropriate ways as a liaison between the Unit Member, the police, and the courts. The Superintendent and/or designee shall furnish the Unit Member information regarding his/her rights under Workers Compensation.

New Language After A
When a Unit Member requests support from or expresses concern to the site administrator and/or designee regarding a student's violent and/or aggressive behavior (including but not limited to hitting, kicking, biting, spitting, etc), the administrator will acknowledge receipt of the requested support or concern within twenty-four (24) working hours. The site administrator and/or designee shall arrange for a conference with the Unit Member to discuss and document the problem, previously implemented interventions and/or positive behavioral strategies, and to
decide upon legally appropriate steps (i.e. including but not limited to Education Code, District Policies, IPTS, 504 Plans, district discipline matrix, additional PBIS, IEPs,) for its resolution that supports both the Unit Member and the student.

**New Language Add before N Page 17**
In the event of an emergency school/District closure because of a natural disaster, quarantine, or government order, the District agrees to implement safety measures and procedures after reviewing applicable guidelines as set forth by VCOE, County/State/Federal Health and Safety Agencies. The District will determine when it is safe for Unit Members to return to their job sites.

**Replaces Article 7 Letter B Page 16**
The District will provide, for purposes of student-Unit Member safety, as a minimum, a type of signaling device between the classroom and the office that is not internet or electricity dependent to be established and reviewed annually by each school site.

**Replaces Article 7, Letter C Page 16 (next 3 paragraphs)**
The District agrees to allow for reimbursement of personal equipment damaged or stolen as a result of a break-in or vandalism to a maximum individual amount of $250.00 per item. This amount will be reimbursed only if the equipment has been previously registered with and approved by the principal. To receive reimbursement for stolen equipment, the unit member shall report the loss or damage to the supervisor, and if appropriate, to the police. Forms shall be available in the business office of the District and should be forwarded through the principal or supervisor to the business office when completed.

The District shall reimburse bargaining unit members for loss of or damage to personal property while acting to quell a disturbance, or as a result of being a victim of an assault/battery. Reimbursement shall be limited to $500. Reimbursement of more than $500 is at the discretion of the district. To receive reimbursement for stolen equipment, the unit member shall report the loss or damage to the supervisor, and if appropriate, to the police. Forms shall be available in the business office of the District and should be forwarded through the principal or supervisor to the business office when completed.

To preclude double recovery, any losses or damages which are compensable, wholly or partially, under the unit member’s private insurance policy, or policies, shall to such extent not be compensable under the terms of this policy.

**New Language After F Page 16**
Unit Members shall be provided a gate key in order to exit campus in an emergency situation and for use during school hours only:

- No unit member shall utilize the gate key to access the campus outside of school hours without prior authorization and approval from their supervisor.
- Unit members who access the campus outside of school hours without prior authorization and approval from their supervisor shall have their key privilege revoked.
- In the event a unit member loses and/or misplaces a gate key, the unit member
shall be responsible for the costs associated with the loss per the RSD key agreement.

Replaces K Article 25 Page 61 and add to Article 20 Benefits
A certificated part-time employee, one who works a minimum of 50% of the contract work year, will be entitled to purchase Employee Benefits, with the District and the employee equally sharing the cost. The part-time unit member will be allowed a one-time election to participate in the benefits during the open enrollment period, and the unit member will agree that the employee portion of the premium will be paid through payroll deduction.

If one Job-Share Teacher waives benefits, all benefits for the Job Share assignment may be paid on behalf of the other Job-Share Teacher.

If the waiver from the member who declined health coverage ends for any reason such as revocation of the waiver, unit member resignation and/or hiring of another unit member who is interested in having coverage or any other reason, the other unit member who is benefitting from this article shall immediately pay his/her share based on the percentage of the job share or cancel the coverage.

A unit member’s waiver to their health and welfare benefits portion shall be voluntary only.

This provision is subject to availability by the district’s carrier/plan administrator at all times.

ARTICLE 6: Work Day/Work Year/Working Conditions

Replaces second bullet point of A. 2. Page 9
One the day after the school year is completed (site based day where half of the day must be used for some type of reflection/collaboration, and the other half of the day for duties determined by the Unit Member) (site owned)

NEW Middle School Parent Conferences Article 6, Section F between 7 and 8 Page 15

Teachers will have no more than six (6) days designated for parent-teacher conferences at the middle school level.

The parent/teacher conference days will be modified to minimum days and meet instructional minute requirements. Instructional minutes shall not be redistributed to regular instructional days as long as contractual and/or EdCode instructional minutes are met.

The format of parent/teacher conferences shall be determined by members at the individual school sites with mutual agreement between each site’s administrative and teaching teams.

Conferences shall begin after minimum day dismissal. Evening conferences shall not be required of any unit member.

The dates for the conferences shall be included in the district academic calendar as determined
by the calendar committee.

NEW Applies to all Parent Conferences PK-8 Article 6, F New 9 Page 15
In the event of an emergency that causes a school and/or district closure and/or that limits or prohibits in person gatherings, the schedules and requirements for Parent Conferences will remain the same and be held virtually.

NEW PLT (Professional Learning Time) Replace Article 6 B.6. Page 10

RSD and RTA Professional Learning Time (PLT)

Rationale: The Professional Learning Time (PLT) model is one that will provide built in time for certificated unit members to participate in high quality professional development and collaborate with one another in order to learn new material and concepts and/or extend and build upon prior learning that supports both district and site initiatives and is aimed at improving the quality of teaching/instruction and student outcomes.

The Model: The model will provide built in time for a total of 12 sessions for professional development called PLT (Professional Learning Time). Each PLT session will be two hours in length. This will be achieved by a redistribution of instructional minutes in order to hold 12 K-8 student minimum days throughout the year. In order to achieve this, five minutes shall be added to regular student days that are not already established as Minimum Days.

PLT 1: Six of the twelve PLT sessions will be professional development modules focused on new and/or existing material and concepts supporting both district and site initiatives and aimed at improving the quality of teaching/instruction and student outcomes. RTA membership will be surveyed after each PLT 1 session. The District shall utilize the survey data to refine the effectiveness and relevance of future PLTs. The District shall share this data with RTA. Two of the six PLT 1 sessions shall be EdCamp style. The EdCamp style PLT dates shall be identified at the time PLT dates for the year are established. Draft agendas for the remaining four PLT sessions shall be sent to members 72 hours in advance of the sessions. These PLT sessions shall be district and/or site led.

RTA will provide the district with unit member feedback for consideration in PLT 1 design.

PLT 2: Six of the twelve PLT sessions shall be dedicated to unit member collaboration time designed to provide an opportunity for unit members to collaborate with one another as professionals on district and/or site initiatives. These PLT sessions shall be unit member led (grade alike, grade level cross articulation, department/subject matter specific). A communication tool will be developed to record the minutes of each session and made available upon request to the site administrator. The communication tool will be developed jointly with RTA.

Meeting Times: PLT 1 meetings shall be held at sites with the latest dismissal times. PLT 1 Meetings shall begin no later than 10 minutes after the last minimum day release time for
Elementary Schools (i.e. 1:20 pm - 3:20 pm) and no later than ten minutes after the last minimum day release time for middle schools (i.e. 1:55 pm - 3:55 pm).

PLT meetings shall start no later than 10 minutes after each unit member's student release time. On PLT 1 and PLT 2 meeting dates members shall not be required to supervise late pick up of students (more than 5 minutes after dismissal time), in order to assure the arrival of members to their meeting locations in a prompt and timely manner.

**PLT 1 and PLT 2 Dates:** RTA and RSD will meet annually to establish the PLT 1 and PLT 2 dates for the following year.

**Other Staff Meetings:** During the weeks where no PLT exists, RTA unit members will be required to participate in the weekly site based staff meetings.

RTA and RSD will meet annually to establish the dates where no contractually required “weekly faculty meeting” will be held.

There are 36 hours of faculty meeting time. We have identified 12 PLT sessions that are two hours in length that would equate to 24 hours of professional development time. We have identified 14 weeks in the school year where there would be no faculty meeting and 12 weeks where there would be a one hour faculty meeting. The 24 hours of PD time and the 12 one hour faculty meetings equate to 36 hours.

PK teachers shall participate in two full day professional development opportunities annually in lieu of PLT time.

No PLTs shall be held during conference days or previously established minimum days.

**ARTICLE 19: Compensation**

**Salary Increases:**

A one-time salary bonus of 3%

A 1% salary increase on schedule retroactive to July 1, 2020.

For the 2020-2021 school year, RTA shall receive no less in an across the board salary schedule increase than any other represented employee group.

**Replaces Current Language to reflect the new $42 hourly rate from $40 Page 49**

**G. Committees/Team:** After any site base committee, initiated by the Principal or designee, meets more than fifteen hours in update time in a given year, the members will be paid $42 an hour for any additional hours.
H. Unit members will be compensated at the hourly rate of $42 for tutoring or curriculum related work.

L. In the middle school setting, when a unit member covers another unit member’s period when there is a sub shortage the unit member will be compensated at the hourly rate of $42.

Replaces Current Language P. Stipend Positions Page 50

1. All paid positions shall be flown and criteria, other than administrative pick, will be used to fill the position. (Stipend Position Selection Process) Form should be included in CBA.
2. A unit member’s performance in a stipend assignment will not serve as a basis for their Unit Member evaluation.
3. A one page evaluation tool for stipend positions will only be used when there are deficiencies in the job performance of the stipend position. Should be included in CBA.
4. All negotiated certificated stipend positions that become available shall be offered to Unit Members before other District employees or outside providers.

New Language to be added on Page 50

Q. All Unit Member job descriptions, including stipend positions, will be posted on the District webpage.

This is an outline change from Q to R on Page 50

R. Members of the Bargaining Unit will have the option to participate in the Internal Revenue Code (IRC) 125 Plan.

All sections in the CBA that refer to the hourly rate of $40.00 to change to $42.

ARTICLE 20: Employee Benefits

Replaces Article 20, Letter C.b Page 51

C.b) A unit member with 15 or more years of service, hired by the District prior to September 1, 1991, between retirement and age 65 will be carried as a member on the District roll. Those members with 15 or more years of service to the District, after age 65 and not eligible for Medicare, may continue on the roll, but must reimburse the District 50% of all costs. Those members with 15 or more years of service to the District, eligible for Medicare, will be provided a sum of money (equaling the current rates of all active employee composite plans (full medical plans at 90%) averaging them, and dividing them in half) annually for the purpose of purchasing supplemental health care insurance. RTA and the District agree to study costs and negotiate adequate supplemental coverage. Application blanks can be obtained at the District Office.

H. Wellness Bonus Replaces Article 20, Letter H Page 53
A wellness bonus of $42 per day will be paid to unit members for annual unused sick leave and/or personal necessity days if not more than 3 days are used during that school year. Sick leave donated for catastrophic illness does not count toward the 3-day maximum.
New Middle School Special Education Prep Period MOU

RSD and RTA
Special Education MOU (middle school additional preparation period)

The Rio School District and the Rio Teachers Association agree to enter into a one year memorandum of understanding for the 2021/2022 school year for full time middle school special education unit members (SAI teachers) that would provide an additional daily preparation period to perform duties as described below.

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

The moderate/severe middle school unit member shall be released one day per week (equivalent to five (5) periods) to perform the above duties.

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

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

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

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

This memorandum of understanding shall become effective on the first day of instruction and expire on the last day of instruction of the 2021/2022 school year.
**Agenda Item Details**

**Meeting**  
Apr 21, 2021 - RSD Regular Board Meeting

**Category**  
11. Discussion/Action

**Subject**  
11.9 2021/2022 and 2022/2023 RSD Academic Calendars

**Access**  
Public

**Type**  
Action

**Fiscal Impact**  
No

**Budgeted**  
No

**Recommended Action**  
It is recommended the board take action and approve the 2021/2022 and 2022/2023 Academic Calendars as presented.

**Goals**

Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

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 Rio School District and Rio Teacher's Association met to negotiate the academic calendar. The parties have agreed to two years of an academic calendar for the 2021/2022 and 2022/2023 school years. The details of both calendars are attached.

**Administrative Content**

**Executive Content**
### Academic Calendar 2021/2022

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**Teacher work days:**
- 20, 23, 24 - Teacher work days
- 25 - First day of school

**September**

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**Holiday/No School:**
- 6
- 13
- 18

**October**

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**PK Non-Student Days:**
- 18

**November**

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**PD Day/Non Student Day:**
- 1
**Holiday/No School:**
- 11
**PK Non-Student Days:**
- 15 & 29
**Non student days/No school:**
- 22, 23, 24

**December**

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**PK Non-Student Days:**
- 13

**Winter break, Non - student Days:**
- 20, 23, 27 - 30

**January**

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**Holiday/No School:**
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**February**

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**Holiday/No School:**
- 7

**March**

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**PK Non-Student Days:**
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**April**

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**Spring Break:**
- 4
**PK Non-Student Days:**
- 15

**May**

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**PK Non-Student Days:**
- 9

**June**

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**PK Non-Student Days:**
- 6

**Teacher Work Days/ No School:**
- 16

**Last day of school:**
- 16

**Teacher work day:**
- 17

### K - 8 End of Trimester Dates

- Nov. 12 - End of Trimester 1 (55 days)
- March 4 - End of Trimester 2 (62 days)
- June 16 - End of Trimester 3 (63 days)
K - 8 End of Trimester Dates
Nov. 10 - End of Trimester 1 (56 days)
March 3 - End of Trimester 2 (61 days)
June 15 - End of Trimester 3 (63 days)
# RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2021/2022 (option 1)

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

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20, 23, 24 - Teacher work days
25 - First day of school, K-8 min. day

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6 - Holiday/No school

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1 - K-5 min. day
7, 8 - Parent conf., K-5 min. days

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1 - PD day/Non student day
11 - Holiday/No school
15 - 19 - Parent conf., K-5 min. days
22, 23, 24 - Non student days/No school
25, 26 - Holiday/No school

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17 - K-8 min. day
20, 23, 27 - 30 - Winter break, Non student days
24, 31 - Holidays/No school

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16 - Last day of school, K-8 min. day
17 - Teacher work day

K - 8 End of Trimester Dates
Nov. 12 - End of Trimester 1 (55 days)
March 4 - End of Trimester 2 (62 days)
June 16 - End of Trimester 3 (63 days)
**RIO SCHOOL DISTRICT ACADEMIC CALENDAR 2022/2023 (option 1)**

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

<table>
<thead>
<tr>
<th>AUGUST</th>
<th>7</th>
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<td>Mo</td>
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<td>29</td>
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- 18, 19, 22 - Teacher work days
- 23 - First day of school, K-8 min. day

<table>
<thead>
<tr>
<th>SEPTEMBER</th>
<th>21</th>
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- 5 - Holiday/No school

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<tr>
<th>OCTOBER</th>
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</table>

- 6, 7, Parent conf., K-5 min. days
- 28 - K-5 min. day

<table>
<thead>
<tr>
<th>NOVEMBER</th>
<th>16</th>
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<td>28</td>
<td>29</td>
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</tbody>
</table>

- 11 - Holiday/No school
- 14 - 18 - Parent conf., K-5 min. days
- 21, 22, 23 - Non student days/No school

<table>
<thead>
<tr>
<th>DECEMBER</th>
<th>12</th>
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<td>29</td>
<td>30</td>
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</tbody>
</table>

- 16 - K-8 min day
- 19 - 22 - 27 - 30 - Winter break, Non student days
- 23, 26 - Holidays/No school

**K - 8 End of Trimester Dates**
- Nov. 10 - End of Trimester 1 (56 days)
- March 3 - End of Trimester 2 (61 days)
- June 15 - End of Trimester 3 (63 days)
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 11. Discussion/Action

Subject: 11.10 Approval of Declaration of Need for Fully Qualified Educators

Access: Public

Type: Action

Recommended Action: It is recommended that the Governing Board approve the Declaration of Need for Fully Qualified Educators for the 2021/2022 school year as presented.

Goals: Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: Each year, school district must have a Board-adopted Declaration of Need for Fully-Qualified Educators on file with the Commission on Teacher Credentialing. This document must be approved at a regularly scheduled public meeting and include the instructional needs of the District for the entire 2021/2022 school year, including summer school.

21.22 Declaration of Need for Fully Qualified Educators.pdf (181 KB)

Administrative Content

Executive Content
DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021- 2022
Revised Declaration of Need for year: ______________

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rio School District
Name of County: Ventura

District CDS Code: 72561
County CDS Code: 56

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 04/21/2021 certifying that there is an insufficient number of certificated persons who meet the district’s specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

John Puglisi Ph.D.

Name

805-485-3111

Fax Number

Telephone Number

1800 Solar Dr. #300, Oxnard, Ca 93030

Mailing Address

jpuglisi@rioschools.org

Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County

County CDS Code

Name of State Agency

Name of NPS/NPA

County of Location
The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on __/__/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county’s, agency’s or school’s specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, __________.

▶ Enclose a copy of the public announcement

Submitted by Superintendent, Director, or Designee:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Title</th>
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<tr>
<th>Fax Number</th>
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<th>Date</th>
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<tr>
<th>Mailing Address</th>
<th>Email Address</th>
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</table>

▶ This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency.

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit

<table>
<thead>
<tr>
<th>Type of Emergency Permit</th>
<th>Estimated Number Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLAD/English Learner Authorization (applicant already holds teaching credential)</td>
<td>12</td>
</tr>
<tr>
<td>Bilingual Authorization (applicant already holds teaching credential)</td>
<td>12</td>
</tr>
<tr>
<td>List target language(s) for bilingual authorization: Spanish</td>
<td></td>
</tr>
<tr>
<td>Resource Specialist</td>
<td>9</td>
</tr>
<tr>
<td>Teacher Librarian Services</td>
<td>1</td>
</tr>
</tbody>
</table>

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:
<table>
<thead>
<tr>
<th>TYPE OF LIMITED ASSIGNMENT PERMIT</th>
<th>ESTIMATED NUMBER NEEDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multiple Subject</td>
<td>6</td>
</tr>
<tr>
<td>Single Subject</td>
<td>6</td>
</tr>
<tr>
<td>Special Education</td>
<td>6</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>18</strong></td>
</tr>
</tbody>
</table>

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program?  
Yes [✓]  No [ ]

If no, explain.

Does your agency participate in a Commission-approved college or university internship program?  
Yes [✓]  No [ ]

If yes, how many interns do you expect to have this year? 6

If yes, list each college or university with which you participate in an internship program.
CalSTATE Teach, Azusa Pacific, CSUN, CLU, CSUCI, WGU, GCU, National University, University of Phoenix

If no, explain why you do not participate in an internship program.
**Agenda Item Details**

**Meeting**
Apr 21, 2021 - RSD Regular Board Meeting

**Category**
11. Discussion/Action

**Subject**
11.11 Approval of Annual Statement of Need/30 Day Substitute Teaching Permits and Designated Subjects Vocational Education 30-Day Substitute Teaching Permits

**Access**
Public

**Type**
Action

**Recommended Action**
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 2021/2022 school year as presented.

**Goals**
Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

**Public Content**

Speaker: Carolyn Bernal

Rationale: The statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form and retain the form at the school district office. This statement of need form does not require listing specific employees or their positions. The form must be signed by the Superintendent of the employing school district.

![21.22 Annual Statement of Need.30 Day Substitute Teaching Permits.pdf (108 KB)](attachment:21.22 Annual Statement of Need.30 Day Substitute Teaching Permits.pdf)

**Administrative Content**

**Executive Content**
ANNUAL STATEMENT OF NEED
30-DAY SUBSTITUTE and
DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE
TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district’s statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026
This form must be signed by either:

☑️ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

☑️ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

_________________________________________________________________________________

_________________________________________________________________________________

_________________________________________________________________________________

I hereby certify that all of the information contained in this statement of need is true and correct.

<table>
<thead>
<tr>
<th>Rio School District</th>
<th>04/21/2021</th>
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</thead>
<tbody>
<tr>
<td>Signature of the District Superintendent</td>
<td>District</td>
</tr>
<tr>
<td>Signature of the County Superintendent of Schools</td>
<td>County</td>
</tr>
</tbody>
</table>

It is not necessary to submit this form to the Commission on Teacher Credentialing.
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  12. Consent
Subject  12.2 Approval of the Minutes of the Regular Meeting of March 17, 2021
Access  Public
Type  Action (Consent), Minutes
Minutes  View Minutes for Mar 17, 2021 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Min031721.pdf (66 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.
Members present
Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

1. Open Session 5:00 p.m.
1.1 Call to Order
President Bautista opened the meeting 5:03 p.m.

1.2 Pledge of Allegiance
President Bautista led the flag salute.

1.3 Roll Call
Trustee Torres called the roll, all present.

2. Approval of the Agenda
2.1 Agenda Correction, Additions, Modifications
President Bautista stated the following items would be tabled to the April meeting: 9.9 RSD and CSEA COVID MOU-Return to In Person Instruction and Item 9.12 RSD and CSEA Chapter #429 Job Descriptions (New and Tabled) also move to action 10.16 Approval of Project Award to Oilfield Electric for the District Office Generator Replacement.

2.2 Approval of the Agenda
Staff recommends approval as amended.

Motion by Eleanor Torres, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

3. Public Comment-Closed Session
3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.
Public comments were heard from Christie Barnes.
President Bautista adjourned into closed session at 5:11 p.m.

4. Closed Session


5. Reconvne Open Session 6:00 p.m.
5.1 Report of Closed Session
President Bautista reconvened the meeting at 6:29 p.m. No action was taken during closed session.

6. Presentations/Recognitions
6.1 Henry Carreon's Memorial Presentation
A special memorial video in honor of Henry Carreon was presented.

7. Communications
7.1 Acknowledgement of Correspondence to the Board
There was no correspondence to the board.

7.2 Board Member Reports
Board member reports were heard from Trustees Torres and Armas,

7.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Marisela Valdez, RTA President, and Patrick Radford, President of CSEA.

7.4 Superintendent Report
Superintendent Puglisi provided an update on the re-opening plan.

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 Erica Padilla, Megan Hernandez, and Echo Reves.

8. Information
8.1 Business Services Report
Wael Saleh, Assistant Superintendent of Business Services, provided an update on the LCFF Food Guidelines, 2020/2021 COVID funds, and Expanded Learning Opportunity Grant.

8.2 Educational Services Report
Oscar Hernandez, Assistant Superintendent of Educational Services, provided information on:
LCAP Stakeholder Engagement Annual Update
Curriculum Council Agenda
Textbook Adoption
Pacing Guides/Scope and Sequence
Selection of Instructional Materials

8.3 School and Systems Improvement Updates
Carolyn Bernal, Assistant Superintendent of School and Systems Improvement, updated the board on:
COVID Update-Survey Data
Enrollment

8.4 Development of the Rio School District Virtual Academy
Superintendent Puglisi explained the steps to consider if the board considers this as an option. The Governing Board directed the board to move forward and provide a timeline.

8.5 Discuss potential Request for Proposals (RFP) from private law firms to provide legal services to the District (Board Bylaw 9124), and information an RFP should include President Bautista requested more information before discussion continues. Superintendent Puglisi will provide.

9. Discussion/Action
9.1 Approval of the Second and Final Reading of the CSBA Board Policies
Staff recommends approval.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.2 Approval of AR3350 (Administrative Regulation) to Regulate Expenditures and Credit Card Use.
Staff recommends approval as created with the addition of exiting employee language.

Motion by Eleanor Torres, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes
9.3 Approval of the Rio School District Governance Handbook
Staff recommends approval of the Rio School District Handbook.

Motion by Eleanor Torres, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.4 Approval of Single Plan for Student Achievement for all Nine Rio Schools
Staff recommends board approval of eight single plans for student achievement plans with
the exception or Rio Rosales to be brought back for amendment.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.5 Awarding the District Firewall Upgrade bid
Staff recommends awarding the bid to SSP.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.6 Approval of the 2020/2021 Second Interim Budget
It is recommended that the Second Interim Budget be approved for 2020/2021.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.7 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of
It is recommended that the Independent Auditors Annual Financial Reports ending on June
30, 2020 be approved.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.8 Annual Report of the Measure L Citizen's Bond Oversight Committee Fiscal Year
Ending June 30, 2020
Staff recommends approval of the Annual Report for Measure L Citizen's Bond Oversight Committee Fiscal Year ending June 30, 2020.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista
Not Present at Vote: Edith Martinez-Cortes, Kristine Anderson

9.9 RSD and CSEA COVID MOU - Return to In Person Instruction
This item has been tabled.

9.10 RSD and RTA COVID MOU - Return to In Person Instruction
It is recommended the board takes action and approves the RSD and RTA COVID MOU - Return to In-person Instruction as presented and agreed to between the RSD and RTA negotiating parties.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.11 RSD COVID Safety Plan (COVID Prevention Plan and School Guidance Checklist)
It is recommended the board take action and approve the district's COVID safety plan as presented.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

9.12 RSD and CSEA Chapter #329 Job Descriptions (New and Updated)
This item has been tabled.

9.13 Approval of Request to Bid Project #12-12L at Rio Del Valle for the Sports Field Complex, Phase 1
It is recommended that the Board approve the District to request bids for Project #12-12L at Rio Del Valle for the Sports Field Complex, Phase 1 with alternates.

Motion by Eleanor Torres, second by Cassandra Bautista.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

10. Consent
10.1 Approval of the Consent Agenda
Staff recommends approval of the agenda as amended.

Motion by Eleanor Torres, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

10.2 Approval of the Minutes of the Special Board Meeting of February 3, 2021
(not specified)

Motion by Eleanor Torres, second by Kristine Anderson.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Linda Armas, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes

10.3 Approval of the Minutes of the Special Board Meeting of February 9, 2021
(not specified)

10.4 Approval of the Minutes of the Special Board Meeting of February 10, 2021

10.5 Approval of the Minutes of the Regular Meeting of February 17, 2021

10.6 Approval of the Minutes of the Special Board Meeting of March 3, 2021

10.7 Approval of the Donation Report

10.8 March 2021 Personnel Report

10.9 Ratification of the Commercial Warrant for February 3, 2021 through March 5, 2021


10.11 Approval of California Lutheran University MOU - ADEPT Training Resolution: Staff recommends board approval of the California Lutheran University MOU to hold an ADEPT training on March 23, 2021.

10.12 Approval of California Mini-Corps MOU

10.13 Approval of Service Learning Agreement with California State University Channel Islands

10.14 Approval of California Lutheran University MOU for Professional Development Services

10.15 Approval of Change Order #1 from Kiwitt General Contractor for the added scope of work at Rio Real for the Installation of Additional Flooring and Vision Light Windows and Painting
10.16 Approval of Project Award to Oilfield Electric for the District Office Generator Replacement
It is recommended that the Board of Education issue a Notice of Award to Oilfield Electric for the generator replacement at the District Office on 1800 Solar Drive, Oxnard, California.

Motion by Eleanor Torres, second by Linda Armas.
Yes: Eleanor Torres, Cassandra Bautista, Kristine Anderson
Not Present at Vote: Edith Martinez-Cortes, Linda Armas


10.18 Approval of Award of Bid received for Project #21-03L, Modular Classroom Building Electrical Service at Rio Del Valle from Taft Electric

10.19 Approval of Award of Bid from MM Mechanical, Inc. For Project #21-04L for the Plumbing Services in Modular Classroom Building at Rio Del Valle

10.20 Approval of Award of Bid to Custom Modular Services Corporation for Project #21-02L for the Modular Classroom Building Renovation at Rio Del Valle

10.21 Approval of Request to go out to bid for the HVAC Replacement at Rio Del Norte, Project #21-07L

10.22 Approval to go out to Bid for Acoustic Ceiling Installation at Rio Del Norte, Project #21-11L

11. Organizational Business
11.1 Future Items for Discussion
No items for future discussion were noted.

11.2 Future Meeting Dates: Special Board Meeting, March 31, 2021 and Regular Board Meeting, Wednesday, April 21, 2021

12. Adjournment
12.1 Adjournment
President Bautista adjourned the meeting at 9:31 p.m.

Approved on this 21st day of April, 2021.

John Puglisi, Ph.D., Secretary                     Date

Eleanor Torres, Clerk of the Board               Date
Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
Rio School District
Minutes
Special Board Meeting
March 31, 2021
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session 4:30 p.m.
Open Session: 6:00 p.m.

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

1. Preliminary Business
1.1 Call to Order-4:30 pm
President Bautista called the meeting to order at 4:34 p.m.

1.2 Pledge of Allegiance
President Bautista led the flag salute.

1.3 Roll Call
Trustee Torres called the roll. All present.

2. Approval of the Agenda
2.1 Agenda corrections, additions, and modifications.
Trustee Armas requested to have Item 604 Proposed Revisions to Board Policy 4111/4211/4311 be tabled from the agenda.

President Bautista added to Item 4.1 Conference with Real Property Negotiators Property: 3410 N. Rose Avenue, Oxnard, CA (APN:144-0-11-225) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiation Parties: KMS Industries, Inc. Under Negotiations: Price and Terms of Payment for Amendment the following language to also include 2600 N. Rose Avenue (APN 144-0-110-590), owned by KMS Development, LLC., in addition to 3410 N. Rose Ave (APN 144-0-11-225).

2.2 Approval of the Agenda
Trustee Armas made a motion to table item 6.4 Proposed Revision to BP 4111/4211/4311 (Recruitment and Selection) to the next regularly scheduled meeting.

Motion by Linda Armas, second by Eleanor Torres.
Final Resolution: Motion Fails
Yes: Edith Martinez-Cortes, Linda Armas
Abstain: Eleanor Torres, Cassandra Bautista, Kristine Anderson

President Bautista motioned to approve the agenda as amended but to waive the second reading of item 6.4 Proposed Revision to BP 4111/4211/4311 (Recruitment and Selection)

Motion by Cassandra Bautista, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Cassandra Bautista, Kristine Anderson
No: Edith Martinez-Cortes, Linda Armas

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.

President Bautista adjourned the meeting into closed session at 4:58 p.m.

4. Closed Session
4.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS Property: 3410 N. Rose Avenue, Oxnard, CA (APN: 144-0-11-225) Agency Negotiator: Dr. John Puglisi, Superintendent; Joel Kirschenstein, Sage Realty Group; Jeff Hoskinson, AALRR Negotiating Parties: KMS Industries, Inc. Under Negotiation: Price and Terms of Payment for Amendment


5. Open Session 6:00 pm
5.1 Reconvene Open Session/Closed Session Report
President Bautista reconvened the meeting into open session at 6:10 p.m. The following action was reported:

The Board met in Closed Session relative to Item 4.1, real property negotiations relative to property at 2600 N. Rose Avenue Property. As part of that discussion, the Board unanimously approved proposed terms and conditions for the purchase of such property, and authorized the Superintendent, in conjunction with the District’s Property Agent and legal counsel, to negotiate and execute a Purchase-Sale Agreement consistent with such terms. The details of the Agreement will be made available upon request once approved by the Seller.

The Governing Board will adjourn into closed session at the end of the meeting.

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. Public comments were heard from Marisela Valdez.

6. Information/Action
6.1 Authorization to File Application Beyond Bond Authority List
Approve Resolution authorizing the District to file an application for matching construction funds for Building C at Rio Del Sol and be placed on the “Applications Received Beyond Bond Authority List”

Motion by Cassandra Bautista, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

6.2 Authorizing the Board of Education of the Rio School District to Establish the Rio Virtual Academy
The Superintendent recommends approval of the attached resolution for the establishment of the Virtual Academy, a PK-8 online school; approve submission of the CDE Code application to the California Department of Education; and authorize the Superintendent / designee to sign the necessary documents.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

6.3 RSD and CSEA COVID MOU - Return to In Person Instruction
It is recommended the board takes action and approves the RSD and CSEA MOU for Return to In Person Instruction as agreed upon between the RSD and CSEA negotiating parties.

Motion by Eleanor Torres, second by Linda Armas.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

6.4 Proposed Revisions to Board Policy 4111/4211/4311 (Recruitment and Selection)
Staff recommends approval of proposed revisions to BP 4111/4211/4311 and waives a second reading.

Motion by Eleanor Torres, second by Edith Martinez-Cortes.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Cassandra Bautista, Kristine Anderson
No: Linda Armas

6.5 Approval of Award Package for BC Rincon for RSD Project #21-13L to Install Entry Aprons/Approaches at Rio Lindo's New Staff Parking Lot
It is recommended that the Board approve the Award Package for BC Rincon for RSD Project #21-13L to Install Entry Aprons/Approaches at Rio Lindo for the New Staff Parking Lot

Motion by Cassandra Bautista, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Cassandra Bautista, Kristine Anderson

6.6 Master Planning Workshop
Superintendent Puglisi and Olivia Graf Doyle, A4E presented a Master Plan PowerPoint with information in regards to projects competed, projects in the process and monies spent. Discussion followed.

7. Adjournment
7.1 Adjournment
President Bautista adjourned the meeting back into closed session at 7:47 p.m. President Bautista reconvened the meeting at 9:18 p.m.

As no action took place during closed session, President Bautista adjourned the meeting at 9:18 p.m.

Approved on this 21st day of April, 2021.

________________________________________  ________________
John Puglisi, Ph.D., Secretary              Date

________________________________________  ________________
Eleanor Torres, Clerk of the Board         Date
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 12. Consent
Subject: 12.4 Approval of the Donation Report
Access: Public
Type: Action (Consent)
Recommended Action: Staff recommends approval of the Donation Report.

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accepts the following donations:

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<th>Use of Donation</th>
<th>Amount</th>
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**Agenda Item Details**

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 12. Consent

Subject: 12.5 April 2021 Personnel Report

Access: Public

Type: Action (Consent)

Fiscal Impact: No

Recommended Action:
It is recommended the Governing Board take action and approve the April 21, 2021 personnel report as presented.

Goals:
Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

**Public Content**

Speaker: Carolyn Bernal

Rationale: The April 21, 2021 personnel report is presented for approval.

[Download: PERS Report - April 21, 2021.pdf (60 KB)]

**Administrative Content**

**Executive Content**

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
RIO SCHOOL DISTRICT  
April 21, 2021  
Certificated Personnel Report

Certificated Resignation:  
Gremaud, Monique, Middle School English Teacher, Rio Vista, (1.0) FTE, effective 02/26/2021

Classified Ratification of Employment:  
Cybulski, Leslee, Middle School English Teacher, Rio Vista, (1.0) FTE, effective 03/22/2021

Certificated Involuntary Transfer:  
Guynn, Robert James, Resources Teacher, Rio Lindo (0.70) FTE to Rio del Sol (0.70) FTE effective 21/22 school year  
Vega-Flynn, Samantha, SPED Preschool Teacher, Rio Rosales (1.0) FTE to Resource Teacher, Rio Plaza (1.0) FTE effective 21/22 school year  
Aguleria, Rachel, Resources Teacher, Rio Plaza (1.0) FTE to Resource Teacher, Rio del Sol (1.0) FTE effective 21/22 school year  
Dombrowski, Katherine, Resources Teacher, Rio Plaza (1.0) FTE to Resource Teacher, Rio Lindo (1.0) FTE effective 21/22 school year

Classified Involuntary Transfer:  
Aguilera, Elizabeth, from Food Service Worker I, (4)hrs, Rio Plaza to Food Service Worker I, (4)hrs Rio Vista, effective, 3/25/21  
Ahmed, Yasmin, from Food Service Worker I, (4.25)hrs, Rio Plaza to Food Service Worker I, (4.25)hrs Rio Del Valle, effective, 3/25/21

Classified Promotion:  
Martinez, Veronica, from Food Service Worker I, (3) hours & (2) hours, Rio Lindo to Food Service Worker II, (5.5) hours, Rio Plaza, effective 3/15/21

Classified Retirement:  
Yurof, Josefina, from Account Clerk II, (1.0) FTE, District Office, effective 6/30/21

Classified Resignation:  
Franco, Candaleria, Food Service Worker II, (5.5) hours, Rio Plaza, effective 3/12/21
**Agenda Item Details**

Meeting: Apr 21, 2021 - RSD Regular Board Meeting  
Category: 12. Consent  
Subject: 12.6 Ratification of the Commercial Warrant for March 6, 2021 through April 9, 2021  
Access: Public  
Type: Action  
Fiscal Impact: Yes  
Dollar Amount: 2,917,837.45  
Budgeted: Yes  
Budget Source: Various Funds as listed below.  
Recommended Action: It is recommended that the Ratification of the Commercial Warrant be approved for the period March 6, 2021 through April 9, 2021.

**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 $2,917,837.45 which includes processing payments for all funds of the District for the period March 6, 2021 through April 9, 2021 in the following amounts:

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<td>Fund 490 Capital Projects Fund for Blen</td>
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Less Unpaid Tax Liability: ($298,45)  
Total: $2,917,837.45

[Commercial warrant for March 2021.pdf (144 KB)]

**Administrative Content**

**Executive Content**
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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.
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<td>Zoom Recreation</td>
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<td>03/16/2021</td>
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<td>5009040165</td>
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<td>Plowboy Landscapes, Inc</td>
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<tr>
<td>5009040145</td>
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<td>Pacific West Communities, Inc</td>
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<td>7,500.00</td>
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<td>04/05/2021</td>
<td>Brannon Inc Smith Electric Service</td>
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<td>29,970.65</td>
<td></td>
</tr>
</tbody>
</table>

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>
<thead>
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<th>Fund</th>
<th>Description</th>
<th>Check Count</th>
<th>Expensed Amount</th>
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<td>1,851,094.71</td>
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<td>130</td>
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<td>38</td>
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<td>212</td>
<td>Building Fund Measure L</td>
<td>14</td>
<td>253,961.13</td>
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<td>251</td>
<td>CAPITAL FACILITIES - RESIDENTI</td>
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<td>490</td>
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<td><strong>Total Number of Checks</strong></td>
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<td></td>
<td>Less Unpaid Tax Liability</td>
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<td>298.45</td>
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<td></td>
<td><strong>Net (Check Amount)</strong></td>
<td></td>
<td><strong>2,917,837.45</strong></td>
</tr>
</tbody>
</table>

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.
**Agenda Item Details**

Meeting  
Apr 21, 2021 - RSD Regular Board Meeting

Category  
12. Consent

Subject  
12.7 Approval of the Amendment to AR3350 (Administrative Regulation) to Regulate Expenditures and Credit Card Use.

Access  
Public

Type  
Action (Consent)

Recommended Action  
It is recommended that the Board approve the Amendment to AR3350 to regulate expenditures and credit card use on the CAL-Card.

**Public Content**

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

During the March 17, 2021 meeting, the Board approved AR 3350 (to regulate expenditures and credit card use), with an amendment to add language regarding the procedure for a cardholder who leaves the district. Administration added language that puts in place a process of how the card should be returned to the district before departing the district.

![Amendment to AR3350.pdf (9 KB)](attachment)

**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.*
End of Employment:
Before the last day of work for any employee who has a district credit card assigned to him/her, the employee as a part of the checkout procedures must return the credit card to the business department.
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 12. Consent

Subject: 12.8 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Resolution 20/21-54 allowing the District to Increase the Statutory Fees on Residential, Commercial and Industrial Development Projects.

Access: Public

Type: Action

Fiscal Impact: No

Recommended Action: Staff recommends approval of the School Facilities Needs Analysis Update (SFNA) and Resolution No. 20/21-54 allowing the District to increase Residential, Commercial and Industrial statutory fees for buildings in the Rio School District area.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Approval is requested for the updated School Facilities Needs Analysis Update (SFNA) and Resolution No. 20/21-54, allowing the District to increase Residential, Commercial and Industrial statutory fees for buildings in the Rio School District area.

Administrative Content

Executive Content
DEVELOPER FEE
JUSTIFICATION STUDY

April 2021

Prepared for:
John Puglisi, Ph.D.
Superintendent

Wael Saleh
Assistant Superintendent
of Business Services

Prepared by District Consultant:
Sage Realty Group Inc.
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Westlake Village, CA 91361
805.497.8557
joel@sagerealtygroup.com
Rio School District  
Developer Fee Justification Study  

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EXHIBIT A – DISTRICT MAP
Rio School District
Developer Fee Justification Study

I. INTRODUCTION

The following information represents the statutory requirements pursuant to Senate Bill 50 ("SB 50") or other collateral legislation for the Rio Elementary School District ("District") Developer Fee Justification Study (DFJS).

The DFJS was prepared by Consultant and staff pursuant to the requirements of SB 50,\(^1\) and Government Code Section 65995 et seq., both of which became effective on November 4, 1998. The DFJS meets Government Code Section 66001, which requires that a reasonable relationship exist between the amount of residential, commercial and industrial fees, use of the fees and the development for which the fees are to be charged.

II. DISTRICT PROFILE

A. District Overview

The District is comprised of two jurisdictions: the City of Oxnard and Ventura County. A District map inclusive of the District’s location and boundaries is set forth in Exhibit A. The District serves students in grades K through 8 and operates five (5) elementary schools (K-5), two (2) elementary schools (K-8), and two (2) middle school (6-8).

B. Demographic Overview

The District 2020/21 CBEDs enrollment was 5,208 students in grades K-8. In comparison to the 2010/11 CBEDs enrollment of 4,487 (K-8) students, the current enrollment has grown by 721 students over the last 10 years. This equates to an annual average growth rate of 1.6%. New residential and commercial development has been one of the primary causes of student population increases. Therefore, the data set forth in this document justifies the need for existing and future school facilities.

\(^1\) Chapter 407; Statutes 1998
III. SUMMARY OF FINDINGS

A. Justification of Developer Fees

The following is a justification of Statutory Level 1 developer fees based on Government Code Section 65995.

1. District school capacity is based on permanent capacity and excludes portable capacity that is leased or is 20 to 30 years old as these portable classrooms will need to be replaced to house students long term. The District has a current capacity for 4,885 students.

2. The District 2020/21 CBEDs enrollment is 5,208 students in grades K-8. The District is over capacity by 323 K-8 students. Therefore, new classroom facilities will be required for enrollments generated by new residential development.

3. Planned new residential construction data and proposed future market absorption rates for new homes indicate that approximately 5 single family detached units, 544 single family attached units and 697 multi-family attached units are forecast to be constructed within the District over the next 5 years.

4. The projected average student yield rate for grades K-8 applicable to each infill new single family detached unit is 0.33, single family attached unit is 0.29, and multi-family unit is 0.20 K-8 students.

5. A total of 226 K-5 students, 74 6-8 students are projected from the 1,246 new residential homes planned to be constructed over the next five years.

6. The allowable costs for new school construction pursuant to SB 50 are $25,710 per elementary school pupil, and $27,256 per middle school pupil (State Grant 50% x 2). Allowable costs include additional allowable costs for automatic fire detection/alarm system and automatic sprinkler system.

7. In addition to school construction costs, site acquisition and additional site development costs can be included in allowable costs. The allowable site acquisition and additional site development costs are estimated to be $5,459,201.

8. Based on a five-year historical analysis of new residential construction District-wide, the average new single-family detached unit size is 1,903 square feet, the average
new single family attached unit size is 1,988 square feet, and the average new multi-family attached unit size is 1,267 square feet. Applying the average unit size to the number of planned residential units to be constructed, total projected new residential area is 1,974,086 square feet.

9. There are limited local funding sources available to finance capital improvements to K-8 school facilities that are needed to adequately house students projected to be generated by new residential construction. Potential local sources of funding may include: local G.O. Bonds, developer fees, revenue from surplus property disposition and other sources as applicable. However, available funds are required to house existing students within the District.

Therefore, based on the above findings and related information set forth in this report, Level 1 Statutory fees for residential and commercial development are justified and should continue to be levied as follows:

<table>
<thead>
<tr>
<th>Level 1 Residential Fee</th>
<th>Commercial / Industrial Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2.90 per sq. ft.</td>
<td>$0.47 per sq. ft.</td>
</tr>
</tbody>
</table>
IV. DEVELOPER FEE OVERVIEW

SB 50\(^2\) authorizes qualifying school districts to levy three different levels of developer fees for residential construction, as set forth in Government Code Sections 65995, 65995.5 and 65995.7. Only Level 1, Statutory fees, apply to commercial and industrial development.

A. Three Levels of Developer Fees

SB 50 established the legal process whereby builders of new homes may be required to pay for new, expanded or reconstructed school facilities to serve the new homes. The three-tier fee structure and corresponding fee levels are:

1. **Level 1 Fees (Statutory fees):** Statutory fee amounts are authorized to be adjusted for inflation every two years per the published statewide cost index for Class B construction, as determined by the State Allocation Board (SAB) at its January meeting. The current K-12 base statutory fee for new residential construction is $4.08 per square foot, and $0.66 per square foot for new commercial and industrial construction. The District collects 71% of K-12 statutory fees: $2.90 for residential development and $0.47 for commercial/industrial development.

2. **Level 2 Fees:** The District may, under specific circumstances, impose fees beyond the Level One statutory fee. Government Code Section 65995.5 provides for an alternative school mitigation fee ("Alternative Fee") that allows Districts to levy fees equivalent to approximately 50% of the cost of school construction including service site and some off-site costs.

3. **Level 3 Fees:** If the State Allocation Board declares that the State School Facilities Program has run out of bond funds, Level 3 fees may be implemented allowing the District to collect fees equivalent to approximately 100% of the cost of the required new, modernized or reconstructed school facilities, minus any local dedicated school funds.

\(^2\) Chapter 407, Statutes 1998
V. **SCHOOL FACILITIES NEEDS ANALYSIS AND ADOPTION**

A. **Content and Process**

The DFJS/SFNA, as set forth herein, determines the need for new or reconstructed school facilities for pupils attributable to projected enrollment growth from new residential units over the next five-year period.

If applicable, the District will identify and consider: (1) surplus property, and (2) local sources other than developer fees, charges and dedications to finance the construction of school facilities attributable to new residential construction.

The DFJS/SFNA shall be made available for public review and comment 30 days prior to the District Board of Trustees conducting a public hearing, with notice of the hearing sent to each city and county within the District’s jurisdiction, and adopted by District Resolution at the duly noticed public hearing.

B. **School Capacities**

1. **Existing School Capacity**

Pursuant to SB 50, existing school capacity is determined by a teaching station methodology whereby each permanent teaching station is counted and loaded at the rate of 25 students per classroom for grades kindergarten through sixth and 27 students per classroom for grades 7-8 and 9-12, 13 students per classroom for non-severe SDC and 9 students per classroom for severe SDC.

Set forth in the following Table 1 is the District 2020/21 capacity, which was determined based on use of permanent and portables classrooms, and portable classroom age. Life expectancy of portables is much lower than stick or modular built buildings (estimated 20-30 years) Therefore, aging portables between 20 and 30 years old and portables leased for temporary usage were not included in determining capacity for existing or future students.
Table 1
Existing School Site Capacity

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Permanent Classrooms</th>
<th>Owned Portables Less than 20 Years</th>
<th>Total Available Classrooms</th>
<th>State Loading Standard</th>
<th>Permanent Capacity¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>131</td>
<td>0</td>
<td>131</td>
<td>25</td>
<td>3,275</td>
</tr>
<tr>
<td>K-5 NS SDC</td>
<td>6</td>
<td>0</td>
<td>6</td>
<td>13</td>
<td>78</td>
</tr>
<tr>
<td>6</td>
<td>13</td>
<td>3</td>
<td>16</td>
<td>25</td>
<td>400</td>
</tr>
<tr>
<td>7-8</td>
<td>38</td>
<td>1</td>
<td>39</td>
<td>27</td>
<td>1,053</td>
</tr>
<tr>
<td>6-8 NS SDC</td>
<td>0</td>
<td>4</td>
<td>4</td>
<td>13</td>
<td>52</td>
</tr>
<tr>
<td>6-8 SS SDC</td>
<td>3</td>
<td>0</td>
<td>3</td>
<td>9</td>
<td>27</td>
</tr>
</tbody>
</table>

¹Classroom inventory does not include portable classrooms that have reached life expectancy and are between 20 and 30 years old, leased portables, and rooms used for alternative purposes, i.e., administration, pullout programs, RSP, Intervention, and preschool.

2. Available School Capacity

Potential available school capacity for students generated by new residential development is determined by overlaying the District 2020/21 enrollments with the District 2020/21 capacity.

As set forth in the following Table 2, the District 2020/21 K-8 enrollments of 5,208 is above District permanent/long term capacity of 4,885 students. Therefore, the District is over capacity by 323 K-8 students (0.06%).

Table 2
District 2020/21 Available Classroom Capacity

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>2020/21 Enrollments</th>
<th>2020/2021 Capacity</th>
<th>Existing Students Over / (Under) Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>3,410</td>
<td>3,353</td>
<td>57</td>
</tr>
<tr>
<td>6-8</td>
<td>1,798</td>
<td>1,532</td>
<td>266</td>
</tr>
<tr>
<td>Total K-8</td>
<td>5,208</td>
<td>4,885</td>
<td>323</td>
</tr>
</tbody>
</table>
C. Demographics

1. Projected Development

Future levels of residential development will primarily be determined by the supply and demand for new homes in the area. As economic trends change so will the need for new housing.

The following Table 3 sets forth the current five-year projected new residential development.

<table>
<thead>
<tr>
<th>5-Year Projected New Residential Development Projects</th>
<th>Single-Family Detached Units</th>
<th>Single-Family Attached Units</th>
<th>Multi-Family Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Oxnard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fore Riverpark</td>
<td></td>
<td>333</td>
<td></td>
</tr>
<tr>
<td>Rio Urbana</td>
<td></td>
<td>167</td>
<td></td>
</tr>
<tr>
<td>Wagon Wheel Development</td>
<td></td>
<td>377</td>
<td>364</td>
</tr>
<tr>
<td>City of Oxnard Infill</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Projected Units</strong></td>
<td><strong>5</strong></td>
<td><strong>544</strong></td>
<td><strong>697</strong></td>
</tr>
</tbody>
</table>

Note: Some development may be under a mitigation agreement and is included for capacity and cost projections purposes only. East Village III (Maulhardt) is in discussions with City of Oxnard and is not included due to current status of project.

2. Student Yield Rates

Student yield rates are the average number of students that are generated by each new housing unit. Student yield rates determined for the 2020/21 DFJS are based on a yield rate analysis of the historical residential development data overlayed with 2020/21 students residing in new residential development. Table 4 sets forth the District yield rates.

<table>
<thead>
<tr>
<th>Housing Type</th>
<th>K-5</th>
<th>6-8</th>
<th>K-8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Detached Unit (SFD)</td>
<td>0.23</td>
<td>0.10</td>
<td>0.33</td>
</tr>
<tr>
<td>Single Family Attached Unit (SFA)</td>
<td>0.22</td>
<td>0.07</td>
<td>0.29</td>
</tr>
<tr>
<td>Multi-Family Unit (MFA)</td>
<td>0.15</td>
<td>0.05</td>
<td>0.20</td>
</tr>
</tbody>
</table>
3. **Enrollments from New Residential Development**

As set forth in the following Table 5, new residential development projected over the next five years will yield approximately 226 K-5 students and 74 6-8 students. The District is over permanent capacity by 323 students District-wide. Therefore, the projected K-8 students will be considered “un-housed.”

<table>
<thead>
<tr>
<th>2021 to 2026 5-Year Projected Buildout</th>
<th>Projected Units</th>
<th>Student Yield Rates¹</th>
<th>Projected Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Detached</td>
<td>5</td>
<td>0.23 0.10 0.33</td>
<td>1 1 2</td>
</tr>
<tr>
<td>Single Family Attached</td>
<td>544</td>
<td>0.22 0.07 0.29</td>
<td>120 38 158</td>
</tr>
<tr>
<td>Multi-Family (Apts)</td>
<td>697</td>
<td>0.15 0.05 0.20</td>
<td>105 35 140</td>
</tr>
<tr>
<td>Total</td>
<td>1,246</td>
<td></td>
<td>226 74 300</td>
</tr>
</tbody>
</table>

4. **New Residential Square Footage**

A five-year analysis conducted of historical building permits issued and constructed within the District found that the average size of a new single family detached home is 1,903 square feet, the average size of a new single family attached home is 1,988 and the average size of a new multi-family attached home is 1,267 square feet. Using average residential square footages, the following Table 6 sets forth the projected square footage of new residential units to be constructed over the next five years.

<table>
<thead>
<tr>
<th>Type of Dwelling Unit</th>
<th>Avg. Sq. Footage per Dwelling Unit</th>
<th>Projected New Residential Units</th>
<th>Projected Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Family Detached (SFD)</td>
<td>1,903</td>
<td>5</td>
<td>9,515</td>
</tr>
<tr>
<td>Single Family Attached (SFA)</td>
<td>1,988</td>
<td>544</td>
<td>1,081,472</td>
</tr>
<tr>
<td>Multi-Family Attached (MFA)</td>
<td>1,267</td>
<td>697</td>
<td>883,099</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>1,974,086</strong></td>
</tr>
</tbody>
</table>
D. Allowable Cost and Fees

Education Code Section 17072.10 establishes allowable cost factors for school construction that are used to determine the appropriate developer fee for new residential development. The cost factors set forth below were developed on a per-student basis and are based on District’s estimated new school construction costs to adequately house students in the District.

1. Site Acquisition Costs

The California Department of Education (CDE) sets forth the required school site sizes for K-12 in the “Guide to School Site Analysis and Development, 2000 Edition.” As identified in the following Table 7, the District average elementary school size is 500 students and the average middle school is 1,000 students, which was used to determine recommended CDE site size. However, the actual cost calculation utilized is based on students projected from new development and reflects site acquisition costs for specific amount of land needed to house projected un-housed students from new residential development regardless of current site size.

The average cost of land is estimated to be approximately $700,000 per acre for developed land in the City of Oxnard. In addition, the District is allowed to include costs up to 4% of actual purchase price of land for escrow, Phase I, and Preliminary Endangerment Assessment (PEA).

Using the CDE Guide for school sites and projected un-housed students from new residential development, the projected site acquisition needs and costs were determined in Table 7.
Table 7
Estimated Site Acquisition Costs

<table>
<thead>
<tr>
<th></th>
<th>Elementary School K-5</th>
<th>Middle School 6-8</th>
<th>Total K-8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Plan Enrollments</td>
<td>500</td>
<td>1000</td>
<td></td>
</tr>
<tr>
<td>CDE Recommended Site Size (acres)</td>
<td>10.1</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Estimated Cost per Acre for Land¹</td>
<td>$700,000</td>
<td>$700,000</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Cost for Land</td>
<td>$7,070,000</td>
<td>$10,500,000</td>
<td></td>
</tr>
<tr>
<td>4% Add'1 Costs for Site Acquisition</td>
<td>$282,800</td>
<td>$420,000</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Site Acquisition Costs</td>
<td>$7,352,800</td>
<td>$10,920,000</td>
<td></td>
</tr>
<tr>
<td>Total Projected Land Needs based on Projected Un-housed Students</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Projected Un-housed Students</td>
<td>226</td>
<td>74</td>
<td></td>
</tr>
<tr>
<td>Estimated Land Needed (acres)</td>
<td>4.57</td>
<td>1.11</td>
<td></td>
</tr>
<tr>
<td>Estimated Site Acquisition Costs</td>
<td>$3,326,960</td>
<td>$808,080</td>
<td>$4,135,040</td>
</tr>
</tbody>
</table>

¹Estimate only; land prices will be dependent on market demands at time of purchase.

2. Construction Costs

Construction costs are derived from the OPSC new construction per-pupil grant for K-12 students. The grants are $12,855 for elementary pupils and $13,628 for middle school pupils (includes additional allowable grants for automatic fire detection/alarm system and automatic sprinkler system). The OPSC construction grants are 50% of total cost to construct school facilities per pupil. Therefore, the total estimated construction cost per elementary pupil is $25,710 and middle school pupil is $27,256 as set forth in Table 8.

Table 8
Estimated Construction Costs for New School Facilities (based on OPSC Grants 2021)

<table>
<thead>
<tr>
<th>Type of State Funding</th>
<th>Elementary School (K-5)</th>
<th>Middle School (6-8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per pupil Grant</td>
<td>$12,628</td>
<td>$13,356</td>
</tr>
<tr>
<td>Fire Detection/Alarm Grant</td>
<td>$15</td>
<td>$20</td>
</tr>
<tr>
<td>Sprinklers Grant</td>
<td>$212</td>
<td>$252</td>
</tr>
<tr>
<td>Est. State Grant/Cost per Pupil (50%)</td>
<td>$12,855</td>
<td>$13,628</td>
</tr>
<tr>
<td>Est. District Cost per Pupil (50%)</td>
<td>$12,855</td>
<td>$13,628</td>
</tr>
<tr>
<td>Total Estimated Construction Cost per Pupil (100%)</td>
<td>$25,710</td>
<td>$27,256</td>
</tr>
<tr>
<td>Projected Un-housed Pupils from New Homes</td>
<td>226</td>
<td>74</td>
</tr>
<tr>
<td>Total Est. Construction Costs for Projected Un-housed Pupils (100%)</td>
<td>$5,810,460</td>
<td>$2,016,944</td>
</tr>
<tr>
<td>Total K-8</td>
<td>$7,827,404</td>
<td></td>
</tr>
</tbody>
</table>
3. Additional Site Development Costs

The State construction cost calculation also includes costs for Service site development, Off-site development and Utilities (additional site development costs). An analysis of the District school sites construction under School Facilities Program, determined an additional site development per acre cost of $262,861 based on the midpoint value of Rio Vista MS as shown in Table 9.

<table>
<thead>
<tr>
<th>K-8 School Site</th>
<th>OPSC Approved Add’l Site Development Costs (100%)</th>
<th>2021 Add’l Site Development Costs (adjusted to 2021 Construction Cost Index) 100%</th>
<th>Site Acres</th>
<th>Estimated Add’l Site Development Costs per Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Riverpark ES East</td>
<td>$1,121,682</td>
<td>$2,064,721</td>
<td>10.10</td>
<td>$204,428</td>
</tr>
<tr>
<td>Rio Rosales ES</td>
<td>$1,221,144</td>
<td>$2,005,714</td>
<td>9.63</td>
<td>$208,278</td>
</tr>
<tr>
<td>Rio Vista MS</td>
<td>$3,285,496</td>
<td>$4,810,425</td>
<td>16.78</td>
<td>$286,676</td>
</tr>
<tr>
<td><strong>Projected Add’l Site Development Cost for New School per Acre</strong></td>
<td><strong>$233,127</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Site development costs vary depending on location, availability of utilities etc.

Using CDE guidelines for site acreage requirements for elementary school sites, it was determined that the projected 226 un-housed K-5 students from new residential development will require approximately 4.57 acres, and the projected 74 un-housed 6-8 students from new residential development will require approximately 1.11 acres. Therefore, the total estimated additional site development cost for projected un-housed K-5 students is $1,065,390, and the total estimated additional site development cost for projected un-housed 6-8 students is $258,771 as shown in Table 10.

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Required Acres</th>
<th>Estimated Additional Site Development Costs per Acre</th>
<th>Estimated Additional Site Development Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>K-5</td>
<td>4.57</td>
<td>$233,127</td>
<td>$1,065,390</td>
</tr>
<tr>
<td>6-8</td>
<td>1.11</td>
<td>$233,127</td>
<td>$258,771</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1.11</strong></td>
<td><strong>$233,127</strong></td>
<td><strong>$1,324,161</strong></td>
</tr>
</tbody>
</table>
4. Total Estimated Costs to House Students from New Residential Development

As set forth in the following Table 11, the total allowable costs for new construction are $16,464,766 for projected K-8 students from new residential development over the next five years.

<table>
<thead>
<tr>
<th>Type of Cost</th>
<th>K-5</th>
<th>6-8</th>
<th>K-8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Acquisition and Related Fees</td>
<td>$3,326,960</td>
<td>$808,080</td>
<td>$4,135,040</td>
</tr>
<tr>
<td>Cost to Construct New School Buildings</td>
<td>$5,810,460</td>
<td>$2,016,944</td>
<td>$7,827,404</td>
</tr>
<tr>
<td>Additional Site Development Costs</td>
<td>$1,065,390</td>
<td>$258,771</td>
<td>$1,324,161</td>
</tr>
<tr>
<td><strong>Total New Construction Costs for Projected Students</strong></td>
<td><strong>$10,202,810</strong></td>
<td><strong>$3,083,795</strong></td>
<td><strong>$13,286,605</strong></td>
</tr>
</tbody>
</table>

E. Calculation of Level 1 Residential Fees

Based upon the total estimated school facilities costs for new construction, the District is projected to have a capital facilities funding shortfall of $13,286,605. When the shortfall amount is divided by the total estimated square footage projected from new residential development, the District’s projected capital facilities funding shortfall is $6.73 per square foot of new residential development as set forth in Table 12.

Therefore, the District is justified in levying a District K-8 portion of Level 1 Statutory Fee in the amount of $2.90 per square foot of new residential construction.

<table>
<thead>
<tr>
<th>Capital Facilities Funding Shortfall</th>
<th>Developer Fee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Facilities Funding Required to House Projected Students</td>
<td>$13,286,605</td>
</tr>
<tr>
<td>Total Estimated Sq. Footage from New Residential Development</td>
<td>1,974,086</td>
</tr>
<tr>
<td>Capital Facilities Funding Shortfall per Square Foot of Residential Development</td>
<td>$6.73</td>
</tr>
</tbody>
</table>
VI. COMMERCIAL AND INDUSTRIAL FEE JUSTIFICATION

The current maximum fee for commercial/industrial development authorized by Government Code Section 65995 is $0.61 per square foot (K-12), the District K-8 portion is $0.43 (71%). The rationale for assessing developer fees on commercial/industrial construction is based on the relationship between new residential construction and the resulting demand for commercial/industrial businesses to employ the new residents. The following analysis presents the relationship that exists between commercial/industrial development and the need for additional school facilities in the District.

A. Employee Generation Rates for Residential Development

The American Community Survey 2014-18 (ACS) identified a total of 11,887 housing units and 21,020 workers 16 years and older in the District’s Census Tracts. This represents a ratio 1.77 of workers per housing unit. Based on this ratio, it is anticipated that each new unit of residential construction within the District will generate 1.77 employees.

B. District Resident Employees

A certain percentage of the employees living within the District will work in the District and some employees will commute to jobs outside the District. To estimate the percentage of employees that both live and work in the District, travel time to work as identified by the American Community Survey 2014-18 is used. According to the ACS, 21% of all workers 16 years and older in the District’s Census Tracts have a commute to work of less than 15 minutes. For purposes of this analysis, a travel time of less than 15 minutes is used to represent an employee that both lives and works within the District. The District-resident employee ratio is therefore expressed as 0.21.

C. Employee Impact Per Unit of Residential Construction

The employee to housing unit ratio of 1.77 and the District-resident employee ratio of 0.21 when multiplied, show that each new unit of residential construction within the District will generate 0.37 District-resident employees.
D. Commercial/Industrial Square Footage Per Employee

The commercial/industrial square footage per employee, or employee density, is dependent on the type of commercial/industrial use. For instance, professional or office uses generally have higher employee densities than warehouse or industrial uses. Assembly Bill 181 recognized the variability in employee densities among the different types of commercial/industrial uses by allowing school districts to group development into categories and assess a fee based on specific employee densities. Assembly Bill 530 provided that school districts may choose to utilize employee density standards such as those identified by the San Diego Association of Governments (SANDAG). The SANDAG employee densities are set forth in Table 15.

E. Commercial/Industrial Square Feet Per Residential Unit

The square feet per specific category of commercial/industrial development attributable to residential development is estimated by multiplying the District-resident employee ratio of 0.37 by the employee densities in Table 15. The number of commercial/industrial square feet generated per new housing unit is not cumulative across all employee densities; each unit generates commercial/industrial development in only one density category. It is assumed that in housing units containing more than one worker, all workers are employed in the same development category. Table 15 shows that each new residential unit generates the need for between 106 and 5,550 square feet of commercial/industrial development depending on the development category.

F. Commercial/Industrial Fee Generated Per Housing Unit

The commercial/industrial fee generated per unit of residential construction can be determined by multiplying the commercial/industrial square footage generated per residential unit by the maximum fee of $0.47 (District portion of $0.66) per square foot. Table 15 shows that each new housing unit will generate between $48.82 and $2,608.50 in commercial/industrial fees depending on the development category.

G. Maximum Justified Fee

A nexus is reached when the combined residential and commercial/industrial fees equal the school facility costs created per unit of residential construction. As set forth in Table 13 below, each unit of residential construction will generate a K-12 facility funding shortfall of $6,069.
Table 13
Projected School Facility Cost per Housing Unit

<table>
<thead>
<tr>
<th>Projected Cost to House New Students</th>
<th>Projected Number of Residential Units</th>
<th>Estimated Avg. Facilities Cost per Residential Unit</th>
<th>Projected Avg. Residential Fee per Residential Unit</th>
<th>Est. Facility Funding SHORTFALL per Residential Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>$13,286,605</td>
<td>1,246</td>
<td>$10,663</td>
<td>$4,594</td>
<td>$6,069</td>
</tr>
</tbody>
</table>

Note: Numbers have been rounded.

1 Estimated Costs based on DFJS.

2 Projected Residential Fee per Unit based on average square footage 1584 multiplied by $2.90 per square foot.

As set forth in Table 14 below all categories of commercial/industrial development, result in a maximum justified fee exceeding the K-8 pro-rata fee rate of $0.47 (71% of $0.66) per square foot as authorized by Government Code Section 65995. Based on this finding, the District is justified in levying a commercial/industrial fee of $0.47 on all commercial/industrial development.

Table 14
Commercial/Industrial Fee Analysis

<table>
<thead>
<tr>
<th>Development Category</th>
<th>Employee Density</th>
<th>District-Resident Per Unit Ratio</th>
<th>C/I Sq. Ft. Per Housing Unit</th>
<th>C/I Fee Generated Per Housing Unit @ $0.47 Per Sq. Ft.</th>
<th>Shortfall per Residential Unit</th>
<th>Maximum Justified C/I Fee Per Sq. Ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office</td>
<td>3.51</td>
<td>0.37</td>
<td>106</td>
<td>$49.82</td>
<td>$6,069</td>
<td>$57.25</td>
</tr>
<tr>
<td>Retail/Service</td>
<td>1.87</td>
<td>0.37</td>
<td>198</td>
<td>$93.06</td>
<td>$6,069</td>
<td>$30.65</td>
</tr>
<tr>
<td>Light Industrial</td>
<td>3.29</td>
<td>0.37</td>
<td>113</td>
<td>$53.11</td>
<td>$6,069</td>
<td>$53.71</td>
</tr>
<tr>
<td>Heavy Industrial</td>
<td>2.22</td>
<td>0.37</td>
<td>167</td>
<td>$78.49</td>
<td>$6,069</td>
<td>$36.34</td>
</tr>
<tr>
<td>Warehouse</td>
<td>1.28</td>
<td>0.37</td>
<td>289</td>
<td>$135.83</td>
<td>$6,069</td>
<td>$21.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>1.13</td>
<td>0.37</td>
<td>328</td>
<td>$154.16</td>
<td>$6,069</td>
<td>$18.50</td>
</tr>
<tr>
<td>Hospitals</td>
<td>2.75</td>
<td>0.37</td>
<td>135</td>
<td>$63.45</td>
<td>$6,069</td>
<td>$44.96</td>
</tr>
<tr>
<td>Self-Storage</td>
<td>0.07</td>
<td>0.37</td>
<td>5,550</td>
<td>$2,608.50</td>
<td>$6,069</td>
<td>$1.09</td>
</tr>
</tbody>
</table>

(a) Employee Densities: Source SANDAG 1990
(b) District-Resident Employee Per Unit Ratio: Source American Community Survey 2014-2018
(c) Sq. Ft. Per Housing Unit: District-Resident Employee Per Unit Ratio multiplied by sq. ft. per employee (note: numbers were rounded.)
(d) Based upon Estimated New School Construction Costs as set forth in Developer Fee Justification Study.
(e) Maximum Justified Fee Per Sq. Ft.: Fee amount justified without exceeding development impact.
VII. CONCLUSIONS AND RECOMMENDATIONS — LEVEL 1 STATUTORY FEE

A. Residential Developer Fees

Based on the findings set forth herein, the District meets the requirements for levying K-8 Level 1 Statutory fees in the amount of $2.90, as applicable, per square foot for residential single family detached, single family attached, and multi-family construction, with the exception of any residential development that is paying mitigation through a Mello-Roos CFD special tax or by special Board approved Mitigation Agreement.

B. Commercial/Industrial Developer Fees

Based on the findings set forth in Section VI, the District meets the requirements for levying K-8 Statutory fees in the amount of $0.47 per square foot for new commercial and industrial development.

The Justification Study is hereby submitted for public review and approval by the District Board in substantiation of Developer Mitigation Fees as set forth in SB 50.
RIO SCHOOL DISTRICT

RESOLUTION NO. 20/21-54

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RIO SCHOOL DISTRICT
INCREASING STATUTORY FEES ON RESIDENTIAL, COMMERCIAL AND
INDUSTRIAL DEVELOPMENT PROJECTS

WHEREAS, the California Legislature has authorized individual school districts to impose School Facility Fees which may be used to construct or reconstruct school facilities to provide adequate schools to serve new development projects; and

WHEREAS, the Governing Board of Rio School District ("Board") has determined that school facilities will be needed to serve the growing community as new development occurs; and

WHEREAS, the State Allocation Board has recently adjusted the maximum allowable fees per square foot on new construction pursuant to Government Code Section 65995(b)(3), applicable to grades K-12 as follows: Residential $4.08; Commercial/Industrial $0.66; and

WHEREAS, the Rio School District ("District") serves students in grades K-8 and receives the K-8 portion of statutory fee of $2.90 (71% of $4.08 based on feeder school district agreement) per square foot for new residential construction and $0.47 (71% of $0.66 based on feeder school district agreement) per square foot for new commercial and industrial construction; and

WHEREAS, the Board has collected, examined and analyzed written evidence, and has heard and considered evidence and testimony at a duly noticed public hearing regarding the levy and collection of School Facility Fees; and

WHEREAS, the Board reviewed a Developer Fee Justification Study that determines that the District can justify and levy fees of $2.90 per square foot for residential construction and $0.47 per square foot for commercial and industrial construction (self-storage has a maximum justification of $0.37 per square foot); and

WHEREAS, the District seeks to impose the maximum rate allowable under Level I fees in those situations where the District will collect Level I fees; and

WHEREAS, pursuant to Government Code §66020(d)(l), NOTICE IS GIVEN that the 90-day period to protest the imposition of any fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this Resolution and any such protest must be in a manner that complies with Section 66020;

NOW, THEREFORE, the Board has determined the following findings and directs as follows:

1. **Developer Fee Justification Study:** The Board has conducted a duly noticed public hearing at which it has received and examined the written evidence listed and referred to as the Developer Fee Justification Study, attached as Exhibit A and thereby incorporated
herein by reference. The Board also considered any additional oral and written evidence and testimony presented at the hearing. The evidence and testimony supports the findings herein.

2. **School Facilities Fees are Necessary and Reasonable:** Based on any findings and evidence presented to this Board at the hearing and in Exhibit A, this Board adopts the findings and conclusions set forth in Exhibit A as its own and finds each of the following:

   a. The purpose of levying such fees, charges, dedications or other requirements is to finance the construction and/or reconstruction of school facilities. The proceeds shall also be used for reimbursement of the administrative costs incurred in collecting and repaying fees, charges, dedications and other requirements; and for the costs of performing any study and otherwise making the findings and determinations required by law; as well as any other use permitted by law. Pursuant to Government Code Section 66006, the public facilities to be financed hereby are identified in Exhibit A.

   b. These fees will be used to fund the construction or reconstruction (renovation/modernization) of school facilities that exist or will exist within the District.

   c. That based on findings determined in the Developer Fee Justification Study, it is necessary for the District to levy a fee on residential, commercial and industrial development projects in order to obtain sufficient funds for the District’s local matching share as required by the School Facilities Program SB 50 1998, as amended (Education Code Section 17620 et seq.).

   d. The amount of fees to be paid pursuant to this Resolution bears a reasonable relationship and is limited to the needs of the community for school facilities and is reasonably related and limited to the need for existing or future school facilities caused by residential, commercial or industrial development.

   e. The amount of fees to be paid pursuant to the Resolution does not exceed the estimated reasonable costs of providing for the construction or reconstruction of school facilities necessitated by the development projects from which fees are collected.

   f. As determined in the written and oral evidence and testimony, there is a reasonable relationship between the use of the fees, charges, dedications and other requirements and the impacts from the development project on which the fees are imposed; there is a reasonable relationship between the need for the above described school facilities and the impact arising from the type of development project on which the fees, charges, dedications and other requirements are imposed; and there is a reasonable relationship between the amount of the fees, charges, dedications and other requirements and the cost of the public facilities or the portion of the public facilities attributable to the development.
g. The uses of the fees proposed in Exhibit A and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed.

h. The reference to fees herein refers to both the fees collected under Government Code Section 65995 and fees collected as a mitigation measure or condition of a development project involving approvals by governmental agencies.

3. Exemption from Fees: The Board recognizes that various categories of residential, commercial, or industrial development, as well as individual development projects, are or will be exempted from fees imposed under Education Code Section 17620 by such statutory provisions as Education Code Sections 17620, 17622, 17625, 17626, Government Code Sections 65996, 65995.1, 65995.2, 66000, 66110, and judicial decisions.

4. Compliance with Law: All terms in this Resolution shall be given the definition provided by applicable law. It is the Board’s intent that this Resolution complies with Education Code Sections 17620-17626 inclusive; Government Code Sections 65995-66009, inclusive and other applicable law.

5. Adoption of Fees:
   a. Based upon all of the findings contained in this Resolution and the evidence presented to the Board at the hearing and in Exhibit A, this Board hereby levies fees upon any development project within the boundaries of the District at the following amounts:

   i. **$2.90 (based on feeder school district agreement)** per square foot of “assessable space” of all new residential construction, except adults-only housing as required by law; and

   ii. **$0.47 (based on feeder school district agreement)** per square foot of all chargeable and enclosed space, in the case of any new commercial or industrial construction. Note: self-storage has a maximum justified fee of $0.37 per square foot.

   b. This Board determines that the fees to be levied will be collected for: public improvements or facilities for which an account has been established and funds appropriated, and for which the Board has adopted a proposed construction schedule or plan. Based on this determination, and pursuant to Section 66007(b) of the Government Code, this Board orders that payment of the fees specified above will be required prior to issuance of a building permit.

6. Superintendent Authorized to Take Necessary & Appropriate Action: The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

   a. The Superintendent shall cause the fee to be collected prior to the issuance of a building permit by the City of Oxnard, or Ventura County, or other applicable local planning authorities, and that the Superintendent is further authorized and directed
to adopt appropriate administrative procedures for the collection of the fee, and the certification to the City of Oxnard, Ventura County, or other local planning authorities that the fee has been paid.

b. The Superintendent is hereby authorized and directed to transmit certified copies of this Resolution to the City of Oxnard, Ventura County, and other applicable local planning authorities.

7. Resolution Does Not Limit Board Authority: Nothing herein shall preclude satisfaction of the requirement of payment set forth above by dedication of land on terms acceptable to the Board; or preclude acceptance by the Board of fees, charges, or land whose value exceeds that required by this Resolution. In the absence of any such agreement to accept a dedication of land, the above amounts shall be collected in the form of fees, charges, or other requirements. Nothing herein shall be interpreted to preclude the District from taking any other action, including but not limited to levying any other fee, charge or requirement of dedication of land, or from requesting the City or County from levying a fee, charge mitigation measure or other requirement which the District determines is necessary to provide school facilities which meet the needs of the District, its students and the community. In no event shall the District’s share of such fees exceed the maximum amount that can be justified under Exhibit A. The District expressly makes the findings set forth herein for all additional fees, charges, mitigation measures or other requirements referenced herein.

8. Effective Date: Pursuant to Education Code Section 17621(a), the adoption of the fee, charge, dedication or other requirement shall be effective a minimum of sixty (60) days following the adoption of this resolution on April 21, 2021. The new fees shall take effect June 21, 2021 (60 days later).

We hereby certify that the foregoing RESOLUTION 20/21-54 was duly passed and adopted by the above Governing Board at a regularly scheduled Board meeting held on April 21, 2021, by the following vote on roll call:

AYES:

NOES:

ABSENT:

______________________________
President

______________________________
Clerk
**Agenda Item Details**

**Meeting**
Apr 21, 2021 - RSD Regular Board Meeting

**Category**
12. Consent

**Subject**
12.9 Williams Quarterly Complaint Report for April 2021

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
No

**Budgeted**
No

**Budget Source**
Not applicable

**Recommended Action**
Staff recommends board approval of the Williams quarterly complaint report.

**Public Content**

**Speaker:** Oscar Hernandez

**Rationale:**

The quarterly report is required whether or not complaints have been filed during the period of January 21, 2021 through March 31, 2021. The district office has not received any Williams complaint during this period.

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

[williams quarterly report April 2021.docx (16 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.
Quarterly Report on Williams Uniform Complaints  
[Education Code Section 35186]  
Fiscal Year 2020-21

District: Rio School District  
Person completing this form: John Puiglisi  
Title: Superintendent

Quarterly Report Submission Date:  
☐ October 2020 (7/1/20 to 9/30/20)  
☐ January 2021 (10/1/20 to 12/31/20)  
☒ April 2021 (1/1/21 to 3/31/21)  
☐ July 2021 (4/1/21 to 6/30/21)

Date for information to be reported publicly at governing board meeting: April 21, 2021

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

<table>
<thead>
<tr>
<th>General Subject Area</th>
<th>Total # of Complaints</th>
<th># Resolved</th>
<th># Unresolved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Textbooks and Instructional Materials</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Teacher Vacancy or Misassignment</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Facilities Conditions</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Totals</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Name of District Superintendent Signature of District Superintendent
Agenda Item Details

Meeting        Apr 21, 2021 - RSD Regular Board Meeting
Category       12. Consent
Subject        12.10 Approval of the Professional Service Agreement with 360 Degree for Speech Pathologist Services
Access         Public
Type           Action (Consent)
Fiscal Impact  Yes
Dollar Amount  974,091.60
Budgeted       Yes
Budget Source  Special Ed
Recommended Action Staff recommends approval of the Professional Service Agreement with 360 Degree for Speech Pathologist Services

Public Content
Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:
Due to a shortage in qualified Speech Pathologists applying directly to the district for positions and in order to meet the needs determined by students' individualized education plans, the Pupil Personnel Services Department has found it necessary to contract services for 7.90 FTE of Speech Pathologist positions during the 2021-2022 school year.

Contracted Speech Pathologists will be held to same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their students' IEPs. Contracted Speech Pathologists will attend regular district trainings in order to build rapport within the department and strengthen district special education programs.

All of the speech pathologists included in this contract have already been working with the district and have proven to be effective and supportive of our students. All have extensive experience in their field and understand IDEA and the qualifications for speech and language in the state of California.

Contract_360_Rio_CA_2021-22.pdf (32 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.
PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the April 8th, 2021, between the Rio School District (hereinafter referred to as RSD) located at 3300 Cortez Street Oxnard, Ca 93036 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows:
Consultant’s Fee :
   a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
   b.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

2. INDEMNIFICATION:

   a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney’s fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant’s obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

   c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify,
hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney’s fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.

4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

5. EQUIPMENT AND FACILITIES RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.

6. ASSIGNMENT Without the written consent of the RSD, this agreement is not assignable by the Consultant.

7. NON-SOLICITATION OF EMPLOYEES: RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee’s services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.

8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. TIME. Time is the essence of this agreement.

10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.

11. WITHHOLDING. The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.

13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

2 of 5
14. **TERMINATION.** The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.

15. **AMBIGUITY.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

16. **COPYRIGHT.** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

**E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD’s letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant’s status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

<table>
<thead>
<tr>
<th>INSTRUCTIONS</th>
<th>The RSD shall provide job specifications and instructions.</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRAINING</td>
<td>The RSD would provide training and meetings that the consultant needs to attend</td>
</tr>
<tr>
<td>RIGHT TO HIRE OTHERS</td>
<td>The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.</td>
</tr>
<tr>
<td>WORK ESSENTIAL TO RSD</td>
<td>The consultant’s work is essential to RSD in relation to them providing all of the services provided in section</td>
</tr>
<tr>
<td>TIME TO PURSUE OTHER WORK</td>
<td>The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.</td>
</tr>
<tr>
<td>JOB LOCATION</td>
<td>RSD controls the job location.</td>
</tr>
<tr>
<td>BASIS OF PAYMENT</td>
<td>Payment shall be by the time expended.</td>
</tr>
<tr>
<td>WORK FOR MULTIPLE FIRMS</td>
<td>The Consultant may work for multiple firms simultaneously.</td>
</tr>
<tr>
<td>MATERIALS, TOOLS &amp; EQUIPMENTS</td>
<td>All Materials, Tools and equipment for the job shall be provided by RSD.</td>
</tr>
<tr>
<td>SERVICES AVAILABLE TO PUBLIC</td>
<td>The Consultant’s services are available to the general public.</td>
</tr>
<tr>
<td>RIGHT TO TERMINATE</td>
<td>The Consultant may not be terminated except as allowed for under the agreement.</td>
</tr>
<tr>
<td>PROGRESS REPORTS</td>
<td>The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.</td>
</tr>
</tbody>
</table>
F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES This Agreement constitutes the entire understanding of the parties. The Contract Initiator’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (RSD Representative)  
Signature: ____________________________  
Date Signed: ____________________________  
Branch / Dept.: ____________________________  
Address (or Mail Code): ____________________________  
Phone / Fax: ____________________________  
E-Mail Address: ____________________________

CONSULTANT  
Signature: ____________________________  
Date Signed: ____________________________  
Title: CEO  
Company Name & Address: 360 Degree Customer Inc  
4423 Fortran Dr., Ste #114, San Jose, CA 95014  
Phone / Fax: Ph 408-406-7253, Fx 408-719-9900  
E-Mail Address: gulneesh@360customer.com

ADDENDUM – A
School year: 2021-22

Spanish Bilingual SLPs
Rate: $ 99.80/hour

Names:
JeanLiz Perez (Full time)
Helen Rodriguez (Full time)
Jose Davilla (Full time)
Natacha Sanchez (Full time)

Monolingual SLPs:
Rate: $ 89.30/hour

Names:
Stephena Held (Full time)
Karen Long (40%)
David Olson (Full time)
Malia Moore (50%)
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 12. Consent
Subject: 12.11 Student Teaching Affiliation Agreement Between GCU and RSD
Access: Public
Type: Action (Consent)

Recommended Action: It is recommended the Governing Board take action and approve the agreement as presented.

Goals: Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content
Speaker: Carolyn Bernal

Rationale: The Rio School District and Grand Canyon University have a long-standing partnership that includes services that support student teachers that complete their student teaching in our district under the guidance of a RSD master teacher. This contract is a three-year renewal for those services.

RSD and GCU Contract.pdf (182 KB)

Administrative Content

Executive Content

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Student Teaching Affiliation Agreement Between GCU and
RIO SCHOOL DISTRICT

1. **PARTIES:** This agreement is entered into on this __________ day of March, __________ by and between Grand Canyon University (GCU) and RIO SCHOOL DISTRICT located at 1800 Solar Drive, Oxnard, CA 93030. Hereafter referred to as the “District.”

2. **PURPOSE:** The purpose of this non-exclusive Agreement is to establish the terms and conditions under which students of GCU may participate in Student Teaching Internships, Practicum and Observations at the schools located in the District.

3. **TERM:** The term of this Agreement begins __________ and ends __________

4. **COMPLIANCE WITH HANDBOOK AND POLICY:** GCU and GCU’s participating students shall comply with all policies of the University and District. Students accepted to the District for clinical training shall be subject to all applicable policies and regulations of the District and GCU. Prior to assignment of students to the District, GCU will advise students of any specific requirements that must be met to participate in the clinical. These specific requirements are outlined in GCU’s student teaching manual. Failure to complete the requirements will result in non-placement of students.

5. **COOPERATING TEACHERS:** The District shall provide qualified Cooperating Teachers to provide oversight, feedback and mentoring to GCU’s participating students. Quality standards and service expectations for Cooperating Teachers are outlined in Exhibit A. GCU shall pay a $500 stipend to Cooperating Teachers per each sixteen (16) week session of full-time service. Longer or shorter assignments will be assessed on a pro-rated basis. Compensation will not be provided for practicum courses. The stipends contemplated herein are to be paid directly to the Cooperating Teacher. Should stipends be a lesser amount than those of the district, the participating student shall pay the difference upon the completion of the student teaching semester providing all paperwork has been submitted. The relationship between Cooperating Teachers and GCU shall be that of an independent contractor and shall not be deemed to be that of an employer-employee relationship, joint venture, or partnership. Cooperating Teachers shall be solely responsible for the payment of his/her own state and federal income tax and self-employment tax as applicable.

6. **CONFIDENTIALITY:** GCU shall inform each participating student of Federal law governing the confidentiality of District student information, including FERPA. The District shall inform each participating student of any applicable state law governing the confidentiality of student information. The District shall also inform each participating Cooperating Teacher that he/she is bound to maintain in confidence, any documents or other confidential information about GCU to which he/she might have access. Any breach of confidentiality by a participating Student or Cooperating Teacher shall be grounds for immediate termination of the clinical experience.

7. **INDEMNIFICATION AND HOLD HARMLESS:** Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. The District will provide participating students with immediate first aid for work-related injuries or illnesses, such as blood or body fluid exposure.

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

9. **NOTICES:** Notices under this agreement shall be mailed or delivered to the parties as follows:
   University
   Dr. Kimberly LaPrade
   Dean, College of Education
   Grand Canyon University
   3300 W. Camelback Road
   Phoenix, Arizona 85017
   
   RIO SCHOOL DISTRICT
   1800 Solar Drive
   Oxnard, CA 93030

10. **MODIFICATION OF AGREEMENT:** This agreement may be modified only by written amendment executed by all parties.

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

GRAND CANYON UNIVERSITY

3300 W. Camelback Road, Phoenix, AZ 85017 | gcu.edu
12. **PARTNERSHIP/JOINT VENTURE/EMPLOYMENT:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties.

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

14. **RESPONSIBILITIES OF GCU**
   A. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred and to promptly notify the District of the existence and outcome of any complaint of harassment by, against or involving any participating student.
   B. GCU agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the Agreement, including without limitations, laws relating to the confidentiality of student records.
   C. GCU requires that all students who must enter a FIELDWORK SITE provide us with a current and clear copy of a background check. Students will be prohibited to move forward until this document is received.
   D. GCU will maintain in full force and effect, at its sole expense and written by carriers acceptable to District:
      i. **Commercial General Liability (Minimum Requirements):**
         - Limits of Liability:
         - $1,000,000 Combined Single Limit
         - $2,000,000 General Aggregate
         - $1,000,000 Products Aggregate
         - $1,000,000 Personal Injury
         - $5,000 Medical Payments
         - **Coverage:**
         - Premises/Operation Liability
         - Medical Payments Liability
         - Contractual Liability
         - Personal Injury Liability
         - Independent Contractors
      ii. **Professional Liability, as related to Educational Services:**
         - Limits of Liability:
         - $1,000,000 each wrongful act
         - $1,000,000 aggregate
      iii. **Certificate of Insurance:**
   In witness whereof, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first above written.

Grand Canyon University

By: [Signature]

Name: Dr. Kimberly LaPrade

Title: Dean, College of Education

Date: 3/1/2021

By: [Signature]

Name: Carolyn Bernal

Title: Assistant Superintendent

Date: 3/1/2021
Agenda Item Details

Meeting Apr 21, 2021 - RSD Regular Board Meeting
Category 12. Consent
Subject 12.12 RSD and Cal Lutheran Teaching Internship Contract
Access Public
Type Action (Consent)
Recommended Action It is recommended the Governing Board take action and approve the contract as presented.
Goals Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The Rio School District and Cal Lutheran University have a long-standing partnership for services that support teaching and learning including student teaching and internship services. This contract will support internship services starting August 1, 2021, and will be valid for five years.

RSD and Cal Lu Internship Contract.pdf (366 KB)

Administrative Content

Executive Content

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TEACHING INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University (CLU) and Rio School District (AGENCY)

RECITALS

A. CLU has established an approved program of special training entitled the Intern Program, to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject and Education Specialist (mild to moderate, moderate to severe and deaf and hard of hearing) initial teaching credential programs (the "Program").

B. Program requires supervision and facilities provided by the Rio School District (AGENCY) where students can obtain the clinical learning experience required in the curriculum; and

C. The Rio School District (AGENCY) provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the Rio School District (AGENCY) agree as follows:

1.0 Obligations of the Agency.

1.1 AGENCY will provide suitable clinical learning experience and supervision for the intern. The intern is recognized as an employee of the AGENCY.

1.2 AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU’s program.

1.3 AGENCY agrees to not reduce an intern’s salary by more than 1/8 of the intern’s total salary to pay for support and mentoring personnel and that the salary not be less than the minimum base salary paid to a regularly certificated person.

1.4 AGENCY agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:
   a. Valid corresponding credential
b. At least three full years of successful teaching experience
   c. EL authorization (if providing EL support)

1.5 AGENCY agrees that if the intern salary is reduced, no more than eight interns may be mentored by one qualified support person.

1.6 AGENCY agrees that no appropriately certificated employee will be displaced by the use of any intern and that the AGENCY is unable to fill the necessary position with a qualified certificated employee for which this internship credential is being implemented.

1.7 AGENCY agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.8 The AGENCY agrees that the rationale for implementing and participating in the California Lutheran University Teaching Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the Rio School District (AGENCY). This includes:
   a. providing sufficient resources for the intern to perform their job
   b. providing protected time for the AGENCY-provided support personnel to work with the intern within the school day
   c. Identify time and frequency of support and clearly define the expectations for support.
   d. Collaboratively developing an Intern Support Plan (ISP) prior to the intern beginning his/her teaching assignment. The ISP will detail how the intern will receive 144 hours of supports, and 45 additional hours of English Learner support during each year of assuming the role of "teacher of record." The ISP will be revised as needed in collaboration with all partners. The ISP will be kept jointly by the AGENCY and CLU.

1.9 The AGENCY has advised and consulted with the exclusive representative of the applicable employees in this area.

1.10 AGENCY shall provide all equipment and supplies needed for clinical instruction at Facility.

1.11 AGENCY shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.12 Terms of employment, including the evaluation process of site support is clearly defined for the intern.

1.13 AGENCY will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiate for English learning students. This support person(s) will provide mentorship for assessing language needs and progress, and to support language accessible instruction through
in-classroom modeling and coaching as needed. (may be the same mentor as the support personnel providing the individual holds a credential with an EL authorization).

1.14 AGENCY will instruct the support personnel to assist the intern in maintaining an Intern Support Log (provided by the University) to document no fewer than 144 hours of general support and 45 hours of English learner support.

2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all CTC pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the facility to develop a professional plan that includes:
   a. provisions for ongoing evaluation of the AGENCY intern
   b. description of the courses and other requirements to be completed by the intern

2.3 CLU will provide supervision of the intern according to a prescribed plan (ISP). University supervisor qualifications will include:
   a. current knowledge of the content area being supervised
   b. ability to model best professional practices in teaching and learning.
   c. knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity
   d. thorough grasp of the academic standards, frameworks, and accountability systems that drive curriculum.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will prohibit the publication by the intern, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.6 CLU will provide the AGENCY with a description of the internship program, curriculum and objectives to be achieved.

2.7 Instructors and interns at CLU will abide by the rules and policies of AGENCY while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations and coaching to the intern and the AGENCY. Visits to the site by the University Supervisor will include in-classroom observations and in-classroom coaching.
2.10 CLU will support collaboration between the AGENCY appointed support provider and the university supervisor.

3.0 Term.

3.1 This agreement will commence on August 1, 2021, and is valid for five years. (or if changes are required for CTC regulations or standards)

4.0 Application of AGENCYs Rules.

The intern will be under the jurisdiction of the AGENCY for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

5.0 Reservation of Rights: Placement.

CLU and the AGENCY each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the AGENCY, 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 CLU or those of any of its officers, agents, employees, or students, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any subject of this Agreement. CLU is also held harmless for worker’s compensation, AGENCY taxes and withholding, and any other financial costs related to employment of AGENCY employees.

AGENCY agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of AGENCY, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement. AGENCY is also held harmless for workers compensation, CLU taxes and withholding, and any other financial costs related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker’s Compensation including agency’s Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense
a program of insurance covering its activities and operations, herunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/or students, which shall include but limited to: (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US $1,000,000 per occurrence and US $3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US $1,000,000 per occurrence and US $3,000,000 aggregate.

7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 AGENCY and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 AGENCY agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the AGENCY all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the AGENCY under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. CLU must cause to be on file with the AGENCY a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the other party.

9.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.
10.0 Non-Assignment and Subcontracting.

Agency shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this 1st day of April, 2021.

California Lutheran University
By: [Signature]
Karen Davis
(Printed Name)
V.P. for Administration & Finance
(Title)

Rio School District
By: Carolyn Bernal
(Printed Name)
Assistant Superintendent
(Title)
Agenda Item Details

Meeting  Apr 21, 2021 - RSD Regular Board Meeting
Category  12. Consent
Subject  12.13 RSD and CSUN Student Teaching Agreement - Virtual Internship
Access  Public
Type  Action (Consent)
Recommended Action  It is recommended the Governing Board take action and approve the contract as presented.
Goals  Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content
Speaker: Carolyn Bernal

Rationale: The Rio School District and California State University, Northridge has a long-standing partnership for providing services for teaching and learning including student teaching placements and internship agreements. This agreement covers "virtual internships" to be inclusive of the guidelines we needed to adhere to during the COVID pandemic.

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.
STUDENT TEACHING AGREEMENT  
VIRTUAL INTERNSHIP  
ACADEMIC YEAR 2020 - 2021

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University noted below, all of which are hereinafter called State or State University, and the School District/School, noted below, hereinafter called the District.

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher’s charge.

NOW THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the District are as follows:

UNIVERSITY  
California State University, Northridge

DISTRICT  
Rio School District

This AGREEMENT shall become effective upon execution and shall continue in perpetuity until terminated by either party after giving the other party thirty (30) days' advance written notice of the intention to terminate, provided further, however, that any such termination of the agreement by the District shall not be effective against any such STUDENT(S) who, at the date of the mailing of notice of termination was participating in said program until such STUDENT(S) has completed the program as mutually agreed upon.

Payment for SERVICES for subsequent fiscal years is contingent upon approval of the State Budget.

The SERVICES to be provided by District to State shall not exceed 40 semester units of Practice Teaching per Fiscal Year (July 1-June 30).

The State shall pay District for such services at the RATE AND AMOUNT of $25.00 per semester unit per Fiscal Year.

Invoices must be sent to:

University Accounts Payable  
California State University, Northridge  
16111 Nordhoff Street  
Northridge, CA 91330-8202

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

Practice teaching as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during regular session.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by the State University to
practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned to the State University by another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entire new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in triplicate to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in triplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching an amount not less than the amount of the invoice. The State will pay the amount of such invoice from moneys made available for such purpose by or pursuant to the laws of the State. All invoices for services for each fiscal year must be received by University Accounts Payable no later than August 31 following the close of that fiscal year. Any invoices received after this date will be returned unprocessed.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. STUDENT(S) shall at no time throughout this agreement be considered officers, employees, agents or volunteers of the UNIVERSITY. The student shall be considered employees of the CP for the duration of the Internship/Service-Learning placement, or where this is not possible CP will sign up STUDENT(S) as an "official volunteer" of CP for purposes of Workers' Compensation and liability coverage.

7. For any virtual or in-person placements, the FACILITY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The FACILITY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The FACILITY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, the FACILITY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the FACILITY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

STATE OF CALIFORNIA

Trustees of the California State University

BY

TITLE Director, Purchasing & Contract Administration

California State University, Northridge

18111 Nordhoff Street

Northridge, CA 91330-8231

818/677-2301

818/677-6544 (fax)

SCHOOL DISTRICT

Rio School District

BY

TITLE Assistant Superintendent

SCHOOL DISTRICT CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on ______________, 20__.

All was moved, seconded and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the

__________________________

is hereby authorized to execute the same.

__________________________

Clerk, Secretary (strike one) of the Governing Board of

The School District

CSUN Purchasing & Contract Administration 3/30/2005, rev 08/03/2020
Agenda Item Details

Meeting           Apr 21, 2021 - RSD Regular Board Meeting
Category          12. Consent
Subject           12.14 RSD and Cal State Teach Memorandum of Understanding and Agreement to Provide Student Teacher Placements to University Students
Access            Public
Type              Action (Consent)
Recommended Action It is recommended the Governing Board approve the agreement as presented.
Goals             Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The Rio School District and CalState Teach have a long-standing partnership for teaching and learning including placements for student teachers. This agreement is a three-year renewal and agreement to provide student teacher placement for university students.

RSD and CalState Teach MOU Student Teacher Placements.pdf (363 KB)

Administrative Content

Executive Content

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California State University’s CalStateTEACH Program

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

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

TERM OF THE AGREEMENT

This Agreement shall remain in effect for three years beginning April 2021 and ending March 2024 unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teaching. Supervision may be shared among more than one qualified District staff member.

2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the student teaching program.

3. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.

4. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section.
District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.

5. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

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

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
   a. a copy of the letter from the University assigning the student to the District.
   b. a background check fingerprint clearance report.
   c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District’s policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teaching
program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teaching program is forbidden except as a necessary part of the practical student teaching experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teaching experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

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

LIABILITY INSURANCE & WORKERS’ COMPENSATION

The University shall take out and maintain a “claims-made” policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in aggregate throughout the course of this Agreement.

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

University shall provide certificates evidencing all coverage referred to in this Section within thirty days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University’s current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University’s current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.
The University is permissibly self-insured through the State of California for automobile liability. The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

NO WORKERS’ COMPENSATION LIABILITY

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

INDEMNIFICATION

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

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

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.

2. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.

3. In the event of a dispute between the parties arising from this Agreement, the parties agree
to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

4. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

5. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

6. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this 17th date of March

Carolyn Bernal
Rio School District Official

Dr. Kirk Kirkwood

Regional Director, CalStateTEACH

Signature

Signature
**Agenda Item Details**

Meeting          Apr 21, 2021 - RSD Regular Board Meeting
Category         12. Consent
Subject          12.15 Approval of Resolution No. 20/21-56 for the Notice of Completion of Bid Package #9, Specialties, at Rio Del Sol.
Access           Public
Type             Action (Consent)
Recommended Action  It is recommended that the Board Approve Resolution No. 20/21-56 for the Notice of Completion of Bid Package #9, Specialties, at Rio Del Sol.

**Public Content**

Speaker:  Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio School District Project #19-0068-015, Bid Package #9, Specialties at Rio Del Sol, has been completed. All contract installation requirements have been satisfied by Painting & Decor, and Balfour Beatty has determined that the Notice of Completion should be filed and the retention be paid.

[Resolution 20-21-56 NOC Painting and decor.pdf (112 KB)](attachment)

[Rio STEAM Bldg C - P&D Specialties - Recommendation NOC - 9-5-20 (1).pdf (91 KB)](attachment)

**Administrative Content**

**Executive Content**

*Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.***
RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-56

NOTICE OF COMPLETION OF BID PACKAGE #9 FOR PROJECT 19-0068-015
FOR SPECIALTIES AT RIO DEL SOL BY PAINTING AND DÉCOR, INC. AT RIO DEL SOL

WHEREAS, pursuant to RSD Project No.19-0068-015, the Rio School District ("District") contracted with Painting & Decor, Inc. for Bid Package #9, Specialties, for work at Rio Del Sol STEAM School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 19-068-015; and

WHEREAS, on April 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for Project No. 19-0056-015, Bid Package #9. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of April, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________
Cassandra Bautista, President of the Board of Trustees
April 6, 2021

Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93030
Attn: Dr. Puglisi

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #19-0068-015 Rio Del Sol, STEAM Academy, Building C
Recommendation to Request Board approval for issuance of Notice of Completion
Bid Package #9 Specialties

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project #19-0068-015 Rio Del Sol, STEAM Academy, Building C. All contract installation requirements have been satisfied by Painting & Décor, Inc. for Bid Package #9 Specialties. The final contract amount is as follows:

Painting & Décor, Inc. Base Agreement $ 497,300.00
Painting & Décor, Inc. Total Change Order Amount $ (2,500.00)

FINAL Cost $ 494,800.00

Should you have any questions, please contact me at any time.

Respectfully,

Jesus Muguerza Ibarra
Assistant Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
Dennis Kuykendall, Balfour Beatty
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting
Category: 12. Consent
Subject: 12.16 Approval of Resolution No. 20/21-57 for the Notice of Completion of the Tech Wall, Project #21-06L, Acoustical Treatment in Gym at Rio Vista.
Access: Public
Type: Action (Consent)
Recommended Action: It is recommended that the Board Approve Resolution No. 20/21-57 for the Notice of Completion of Project #21-06L, Acoustical Treatment in the gym at Rio Vista Middle School.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Rio School District Project #21-06L, Acoustical Treatment in gym at Rio Vista Middle School, has been completed. All contract installation requirements have been satisfied by Tech-Wall, and Balfour Beatty has determined that the Notice of Completion should be filed and the retention be paid.

Resolution 20-21-57 NOCTech Wall.pdf (106 KB)  NOC RVMS Resolution 20-21-57.pdf (1,529 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert’s Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
RIO SCHOOL DISTRICT
RESOLUTION NO. 20/21-57

NOTICE OF COMPLETION OF FOR PROJECT #21-06L
FOR THE COVID 19 ACOUSTICAL WALL TREATMENT AT THE RIO VISTA MIDDLE SCHOOL GYM.

WHEREAS, pursuant to RSD Project No.21-06L, the Rio School District ("District") contracted with Tech-Wall for the installation of a COVID 19 Acoustical Wall Treatment in the Gym at Rio Vista Middle School; and

WHEREAS, Contractor subsequently commenced the work on Project No. 21-06L; and

WHEREAS, on April 6, 2021, the project construction manager confirmed that the work for Project has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined that a Notice of Completion can be filed, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.

2. The Board hereby accepts the Notice of Completion for Project No. 21-06L. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of April, 2021 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

__________________________________
Cassandra Bautista, President of the Board of Trustees
Rio School District  
1800 Solar, 3rd Floor  
Oxnard, CA 93030  
Attn: Dr. Puglisi  

April 07, 2021

Subject: Measure L Projects  
Rio School District  
Oxnard, CA

Re: Project #21-06L COVID 19 Acoustical Wall Treatment in Gym at Rio Vista Middle School.  
Recommendation to Request Board approval for issuance of Notice of Completion  
For Tech-Wall.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of  
Completion for work related to RSD Project #21-06L Acoustical Treatment in Gym at Rio Vista Middle  
School. All contract installation requirements have been satisfied by Tech-Wall for Bid #21-06L.  
The final contract amount is as follows:

<table>
<thead>
<tr>
<th>Tech-Wall</th>
<th>Base Agreement</th>
<th>$ 76,163.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tech-Wall</td>
<td>Total Change Order Amount</td>
<td>$ 0</td>
</tr>
<tr>
<td><strong>FINAL Cost</strong></td>
<td></td>
<td><strong>$ 76,163.00</strong></td>
</tr>
</tbody>
</table>

Should you have any questions, please contact me at any time.

Respectfully,

Keith Henderson  
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District  
Jesus Muguerza Ibarra, Balfour Beatty
Agenda Item Details

Meeting: Apr 21, 2021 - RSD Regular Board Meeting

Category: 12. Consent

Subject: 12.17 Approval of Change Order #2 from Kiwitt General Contractor for the added scope of work at Rio Real for the Installation of Additional Flooring and Vision Light Windows and Painting

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 3,200.00

Budgeted: Yes

Budget Source: Measure L Funds

Recommended Action: It is recommended that the Board Approve Change Order #2 from Kiwitt General Contractor for added scope of work at Rio Real for additional Flooring and Vision Light Windows and additional Painting

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

(REASON FOR CHANGE ORDER) Upon removing the old glue down foamed back carpet in Classroom #12 at Rio Real being changed in to a teachers work room, it was discovered that there is termite damage at various locations in the plywood sheathing subfloor and damage from removal of the old carpet due to the wrong glue being used.

(CORRECTION TO REPAIR ISSUE) Install 1/4" Haylex Subflooring Overlay Material over Existing Wooden Floor Surface

RSD Project #20-27L COR#2 FINAL KIWITT for April Board Approval 4 7 21 (1).pdf (170 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.
Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #2 to Kiwitt's General Building for Added & Deleted scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

PCO No.2
GC: KIWITT

(REASON FOR CHANGE ORDER) Upon removing the old glue down foamed back carpet in Classroom #12 AT Rio Real being changed in to a teachers work room, it was discovered that there is termite damage at various locations in the plywood sheathing subfloor and damage from removal of the old carpet due to the wrong glue being used.

(CORRECTION TO REPAIR ISSUE) Install 1/4" Haylex Subflooring Overlay Material over Existing Wooden Floor Surface

(COST/CREDIT) $3,200.00

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total CO #2</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Previous Approved CO's</td>
<td>$9,750.00</td>
</tr>
<tr>
<td>Original Contract</td>
<td>$63,922.00</td>
</tr>
<tr>
<td>Revised Contract</td>
<td>$76,872.00</td>
</tr>
</tbody>
</table>

Should you have any questions, please contact me at any time.

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District
    Dennis Kuykendall, Balfour Beatty
    Jesus Muguerza Ibarra
CO 2
4-07-2021

PROJECT NO: RSD 20-27L

PROJECT NAME: COVID 19 Admin Bldg & Room #12 Renovations, Rio Real

CONTRACTOR: Klwitt’s General Building

SCOPE OF WORK: SEE ATTACHED

COST:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount</td>
<td>$63,922.00</td>
</tr>
<tr>
<td>Previous Approved Change Orders</td>
<td>$9,750.00</td>
</tr>
<tr>
<td>This Change Order</td>
<td>$3,200.00</td>
</tr>
<tr>
<td>Adjusted Contract Amount</td>
<td>$76,872.00</td>
</tr>
</tbody>
</table>

TIME:

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Completion Date</td>
<td>May 2021</td>
</tr>
<tr>
<td>Previously Approved Completion Days</td>
<td>0</td>
</tr>
<tr>
<td>Completion Days Extension this Change Order</td>
<td>0</td>
</tr>
<tr>
<td>Adjusted Contract Completion Date</td>
<td>May 2021</td>
</tr>
</tbody>
</table>

IT IS AGREED BY THE CONTRACTOR THAT THE AMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

By ____________________________
Date __________________________

District Architect; N/A

By ____________________________
Date __________________________

Contractor: Klwitt’s General Building

By ____________________________
Date __________________________

District PM/CM: Balfour Beatty Construction

By ____________________________
Date 4/7/21

PCO to Contract
Rio Bid RSD #20-27L
<table>
<thead>
<tr>
<th>PCO No.</th>
<th>GC No.</th>
<th>Description</th>
<th>Reason</th>
<th>Cost/Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>KIWITT</td>
<td><strong>Install 1/4” Haylex Subflooring Overlay Material over Existing Wooden Floor Surface</strong></td>
<td>Upon removing the old glue down foamed back carpet in Classroom #12 being changed to a teachers work room, it was discovered that there is termite damage at various locations in the plywood sheathing subfloor and damage from removal of the old carpet due to the wrong glue being used.</td>
<td>$ 3,200.00</td>
</tr>
</tbody>
</table>

|                              |                  |                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                 |             |
| Total CO #1                  |                  |                                                                                   |                                                                                                                                                                                                                                                                                                                                      | $ 3,200.00  |
| Previous Approved CO’s       |                  |                                                                                   |                                                                                                                                                                                                                                                                                                                                      | $ 9,750.00  |
| Original Contract            |                  |                                                                                   |                                                                                                                                                                                                                                                                                                                                      | $ 63,922.00 |
| Revised Contract             |                  |                                                                                   |                                                                                                                                                                                                                                                                                                                                      | $ 76,872.00 |
KIWIT'S GENERAL BUILDING CONTRACTOR
P.O. Box 1359
SOMIS, CA 93066-1359

(805) 986-4882    FAX (805) 531-0035
kiwittclan@aol.com
DRE#007084195 / LIC. # A-41960

TO: El Rio School District

We hereby submit specifications and estimates for:

CLASSROOM #12 ADD 1/4 HAYLEX SUBFLOOR OVER DAMAGED EXISTING SUBFLOOR
APPROX 720 SQFT. BELOW IS THE BACKUP FOR THE SUBCONTRACTOR

BOND IS INCLUDED IN THE PRICE

We Propose

Annual Minimum Wage

UNIPER COMPLETION

[Signature]

Authorized Signature

Acceptance of Proposal

Date: [Date]

[Signature]

Date: [Date]
Drapery Affair / Floor to Ceiling Showroom  
5109 Walker St. Ventura, CA 93003  
(805) 339-0883 FAX (805) 339-0166 Lic.#579723

<table>
<thead>
<tr>
<th>Kiwitt General Builders</th>
<th>Dustin</th>
<th>Date: 3/31/2021</th>
<th>Sold By: Gene</th>
<th>PO#:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Rio Real School Room # 12</td>
<td>Oxnard</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

specified to construct and / or Install and complete In a professional manner the following:

**Change Order**

1. Supply and install 720 square feet of 1/4" haylex sub floor to correct compromised floor

<table>
<thead>
<tr>
<th>Total</th>
<th>$2,625.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deposit</td>
<td>$</td>
</tr>
<tr>
<td>Balance</td>
<td>$2,625.00</td>
</tr>
</tbody>
</table>

1.) This offer, being based upon current price, is subject to termination by Drapery Affair/Floor to Ceiling at any time prior to the Customer's acceptance in writing. This offer terminates thirty days from the date of bid and is subject to Drapery Affair/Floor to Ceiling Store management approval.

2.) All extra work including but not limited to work necessary due to conditions concealed and not visible at time of bidding, or as required by any regulating agency or official, or has requested by the project owner, will be billed as Extra Work due and immediately payable by Change Order. Above price doesn't include any correction of moisture, concrete issue or any asbestos, no work will start until testing of the slab is performed and results are submitted to General Contractor.

Name: #REF!  
(Contractor Representative)

State Registration No. 579723

By: Gene Donald  
(Representative's Signature)
**Agenda Item Details**

**Meeting**
Apr 21, 2021 - RSD Regular Board Meeting

**Category**
12. Consent

**Subject**
12.18 Approval of Proposals from Kenco for DSA Inspection at Rio Del Norte, and Rio Del Valle projects.

**Access**
Public

**Type**
Action (Consent)

**Fiscal Impact**
Yes

**Dollar Amount**
122,400.00

**Budgeted**
Yes

**Budget Source**
Measure L Funds

**Recommended Action**
It is recommended that the proposals from Kenco for DSA Inspections be approved for projects at Rio Del Valle and Rio Del Norte

**Goals**
Goal 3 - Create welcoming and safe environments where students attend and are connected to their school

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**Public Content**

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

**Rationale:**
DSA Inspector is on site to provide continuous inspection of work for compliance with approved contract documents and California Building Codes. There are three separate projects going on that need a DSA Certified Inspector on site.

1. Rio Del Valle MS  
   Project: Portable Relocation  
   Proposal: $28,800.00

2. Rio Del Norte  
   Project: Alteration to 8 buildings, including ceilings  
   Proposal: $46,800.00

3. Rio Del Norte  
   Project: HVAC Replacement  
   Proposal: $46,800.00

**Total of Proposals:** $122,400.00

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**Administrative Content**

[Links to attached PDFs]
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.
Project Proposal for DSA Inspection.

Date: 03-03-21

Project Client: Rio School District
2500 Vineyard Ave. #100
Oxnard, Ca. 93030

Proposed Projects: Rio Del Valle MS – 1 Portable Relocation
3100 N. Rose Ave. Oxnard, Ca. 93036

DSA App. Number: #03-120454 DSA File # 56-26

Scope of Work: One DSA Certified Inspector for the relocation of one 24'x60 Classroom Portable.
All associated work per the approved drawings is included.

Project Rate:
Estimated project start date ............................................. APRIL 1st, 2021
Estimated project completion date ...................................... June 30th, 2021
$80.00 per hour at (90 days @ 4 hrs. per day = 360 hrs) ....................... $28,800.00

Total Project Estimate: $ 28,800.00

NOTE: This proposal is estimated on a part time bases of 4 hrs. per day.
Be advised that all inspections are subject to contractor performance.
Therefore, the total cost proposal is an estimate and subject to increase or credit.
All "Over Time" must be approved by the District or the CM prior to OT inspections.
OT is at a rate of $120.00 per hour after 40 hrs. per week, all holidays, and anything over 8 hours a day.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.

2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.

4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.

5. This Agreement shall begin on or about April 1st, 2020, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the District and shall apply to other inspectors as requested and approved by the District. The District shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.

6. The Rio School District agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of $80.00 per hour for one DSA Project Inspector, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The District shall provide all office space, utility lines, and equipment necessary for the project specifications.

7. KENCO Construction Services shall provide to the District at the end of the project all documentation in a professional format, either in binders or on a computer CD.

8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

---

X ____________________  X ____________________

Kenneth Hinge  
Ken Hinge, President  
KENCO Construction Services, Inc.

District Authorized Agent  
Rio School District  
Date: 03-03-21  
Date:

---

KENCO Construction Services, Inc.  
1230 Doris Ave. Oxnard, Co. 93030  
Office: (714) 981-2752  
E-mail: kenhinge@kenco.com
Project Proposal for DSA Inspection.

Date: 03-25-21

Project Client: Rio School District
2500 Vineyard Ave. #100
Oxnard, Ca. 93030

Proposed Projects: Rio Del Norte ES – HVAC Replacement
2500 Lobelia Dr. Oxnard, Ca. 93036

DSA App. Number: #03-120915 DSA File # 56-26

Scope of Work: One DSA Certified Inspector for the replacement of existing HVAC units in 4 bldgs.
All associated work per the approved drawings is included.

Project Rate:
Estimated project start date ...................................................... April 1st, 2021
Estimated project completion date ................................................ October 1st, 2021
$90.00 per hour at (130 days @ 4 hrs. per day = 520 hrs.) ...................... $ 46,800.00

Total Project Estimate: $46,800.00

NOTE: This proposal is estimated on a part time bases of 4 hrs. per day.
Be advised that all inspections are subject to contractor performance.
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X ________________________________  X ________________________________

Kenneth Hinge District Authorized Agent
Ken Hinge, President Rio School District
KENCO Construction Services, Inc.
Date: 03-29-21 Date:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Office: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

Pg. 2
Project Proposal for DSA Inspection.

Date: 03-29-21

Project Client: Rio School District
2500 Vineyard Ave. #100
Oxnard, Ca. 93030

Proposed Projects: Rio Del Norte ES – Alteration to 8 bldgs. including ceilings.
2500 Lobelia Dr. Oxnard, Ca. 93036

DSA App. Number: #03-117635 DSA File # 56-26

Scope of Work: One DSA Certified Inspector for Alterations in 8 bldgs. Including ceilings.
All associated work per the approved drawings is included.

Project Rate: Estimated project start date ......................................................... April 1st, 2021
Estimated project completion date ......................................................... October 1st, 2021
$90.00 per hour at (130 days @ 4 hrs. per day = 520 hrs.) ...................... $ 46,800.00

Total Project Estimate: $ 46,800.00

NOTE: This proposal is estimated on a part time bases of 4 hrs. per day.
Be advised that all inspections are subject to contractor performance.
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X ____________________________
Kenneth Hinge

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 03-29-21

X ____________________________

District Authorized Agent
Rio School District
Date:

KENCO Construction Services, Inc.
4664 Ramona Ave. La Verne, Ca. 91750
Office: (714) 981-2752 E-mail: ken@kenco-inc.com

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