



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

April 19, 2017

**Rio Vista Middle School
3050 Thames River Drive
Oxnard**

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

**Board of Education
Joe Esquivel, President
Eleanor Torres, Clerk
Ramon Rodriguez
Edith Martinez-Cortes
Felix Eisenhauer**

2.0



Wednesday, April 19, 2017
RSD Regular Board Meeting

Rio Vista Middle School
3050 Thames River Drive.
Oxnard, CA 93036

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

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

4. Closed Session

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

4.2 4.1. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under negotiation: price and terms of payment

4.3 4.2. Conference with Real Property Negotiators, pursuant to Government Code § 54956.8 Property: Those parcels identified by APNs 133-0-041-015 through 045 and 133-0-042-015 through 045 located in Oxnard, CA Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating party: Martin Marietta, Beedy Street Properties, LLC Under negotiation: price and terms of payment

4.4 Conference with real property negotiators, pursuant to Government Code § 54956.8 Properties: 29999 and 30001 N. Ventura Road, Oxnard CA (APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura]) Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: John Vander Velde, Riverpark Legacy, LLC; Riverpark A, LLC; and Riverpark B, LLC Under negotiation: price and terms of payment

4.5 Consideration of Student Discipline-Stipulated Expulsion [Education Code 48918] Stipulated Expulsion of Student No. 6002494

4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017 and 2017/2018

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

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

5.1 Report of Closed Session

6. Public Hearing

6.1 Rio School District and Rio Teachers' Association Tentative Agreement for the 2016/2017 School Year

6.2 Rio School District Proposal for Contract Negotiations with CSEA for the 2016/2017 School Year

6.3 California School Employees Association, Chapter 329, Proposal for Contract Negotiations with RSD for the 2016/2017 School Year

7. Presentations/Recognitions

7.1 Rio Vista Basketball A Team City League and Rotary Champions

7.2 Recognition of Rio Vista Choir

7.3 Support Staff Recognitions

8. Communications

8.1 Acknowledgement of Correspondence to the Board

8.2 Board Member Reports

8.3 Organizational Reports-RTA/CSEA/Other

8.4 Superintendent Report

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public, 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.

9. Information

9.1 Business Services Report

9.2 Educational Services Report

10. Discussion/Action

10.1 Approval of Resolution No. 1516/26 Approving Second Amendment to Purchase Agreement and Escrow Instructions between Rio School District and RiverPark A, L.L.C. for the Rio STEAM Academy site.

10.2 Approval of Resolution 1617/24 Providing all Children Equal Access to Education, Regardless of Immigration Status

10.3 16/17 RSD and RTA Tentative Agreement

10.4 2016/2017 Salary Increase for Management/Non-represented Employee Groups

10.5 Rio School District Reopener Proposals with California School Employees' Association, Chapter 329 for the 16/17 school year

10.6 CSEA, Chapter 329 Sunshine Proposal for Negotiations with RSD for the 16/17 school year

10.7 2017/2018 Declaration of Need for Fully Qualified Educators

10.8 Second and Final Reading of CSBA Board Policies

10.9 Approval of the Service Agreement between Rio School District and Ralph Cordova

10.10 Approval of proposal from Decision Insite for Route Manager software

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of the Special Board Meeting of March 15, 2017

11.3 Approval of the Minutes of the Regular Board Meeting of March 15, 2017

11.4 Approval of Donation Report

11.5 Ratification of the Commercial Warrant

11.6 EdLeader 21 Annual Subscription 2017/2018

11.7 Personnel Report

11.8 Renewal of NEWSELA Agreement for 2017-2018 School Year

11.9 Approval of Engage 2 Learn Year 2 Agreement

11.10 Approval of Migrant Debate Team Overnight Field Trip to Bakersfield, CA

11.11 Williams Quarterly Complaint Report

11.12 Approval of contract with Ventura County Sheriff's Office for a School Resource Officer at Rio Del Valle Middle School.

11.13 Approval of Proposal from Servpro Ventura to disinfect all public spaces at schools.

11.14 Approval of Draft proposal, FCC Form 470 for e-rate from Broadview Networks

11.15 Proposal from Tetra Tech to Prepare Off-Site Signing and Striping Modification Plans for RiverPark West STEAM School

11.16 Request for Additional Services for K-8 STEAM School by Architecture For Education, Inc. Civil Engineer on the Grading Phase

11.17 Resolution No. 1617/25 Finding that Public Contract Code Section 20111.6 Applies to the Construction of the Rio STEAM Academy, and Approving a Standardized Prequalification package for the Project.

11.18 Contract awarding to CDWG for network Cabinets and installation under eRate

12. Organizational Business

12.1 Future Items for Discussion

12.2 Future Meeting Dates: May 17, 2017

13. Adjournment

13.1 Adjournment



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

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

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8
Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators:
Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District
Negotiating parties: Caleb Roope, Pacific West Builders, Inc., an Idaho corporation Under
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Public Content

Speaker:

Rationale:

Administrative Content

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Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8
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Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Conference with real property negotiators, pursuant to Government Code § 54956.8
 Properties: 29999 and 30001 N. Ventura Road, Oxnard CA (APNs 132-0-110-01 [Lot 22, Tract 5352-1 in Book 150, page 76 of Miscellaneous Records of County of Ventura] and 132-0-100-26 [Lot 1 as described in Inst. No. 90-186303 of Official Records of County of Ventura]) Agency negotiators: Dr. John Puglisi, District Superintendent, and Dr. Joel Kirschenstein, special consultant to District Negotiating parties: John Vander Velde, Riverpark Legacy, LLC; Riverpark A, LLC; and Riverpark B, LLC Under negotiation: price and terms of payment

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Consideration of Student Discipline-Stipulated Expulsion [Education Code 48918]Stipulated Expulsion of Student No. 6002494

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.6 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2016/2017 and 2017/2018

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.7 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

**Agenda Item Details**

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	6. Public Hearing
Subject	6.1 Rio School District and Rio Teachers' Association Tentative Agreement for the 2016/2017 School Year
Access	Public
Type	Discussion

Public Content

Speaker: Carolyn Bernal, Director Of Human Resources

Rationale:

[PHRSDRTA.pdf \(1,021 KB\)](#)

Administrative Content

Executive Content

PLEASE POST APRIL 7, 2017

**RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE RSD, Rio School District,
AND RTA, Rio Teachers Association, TENTATIVE
AGREEMENT FOR THE 2016-2017 SCHOOL YEAR**

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

**Accordingly, a public hearing is scheduled for the Governing
Board meeting to be held on April 19, 2017, at the Rio School
District Board Room, 3300 Cortez Street, Oxnard, CA 93036
beginning at 6:00 p.m. Copies of the tentative agreement have been
distributed to and are available at:**

**Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036
All Rio School District School Sites**

PLEASE POST APRIL 7, 2017

**Rio School District and Rio Teacher's Association
Tentative Agreement for the 2016/2017 School Year
Agreed to on April 3, 2017**

1. Article I Agreement:

July 1, 2017- June 30, 2020. This agreement allows for reopeners each year (Salary, Benefits, plus one article each unless it is mutually agreed upon to open more).

Year 1 (2017/2018) – Salary, Benefits, plus one article unless it is mutually agreed upon to open more.

Year 2 (2018/2019) - Salary, Benefits, plus one article unless it is mutually agreed upon to open more.

Year 3 (2019/2020) – Entire contract is open.

Negotiations for the 2020/2021 school year will commence no later than May 1, 2020.

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

2. Article XIX Compensation:

- a. 2% salary increase on schedule retroactive to July 1, 2016. For the 2016-2017 school year, RTA shall receive no less in an across the board salary schedule increase than any other represented employee group. This provision does not apply to additional staffing, classification actions, or reclassification actions.
- b. c Director Stipend: 200+ students = \$2,500 annually, 0-199 students = \$2,000 annually.
- c. The District and the Association negotiations teams shall form an Ad-Hoc Budget Committee. The Committee will collaborate in an effort to reach a common understanding of the district's financial condition. In order to achieve this goal, the committee shall collaboratively analyze the budget and share budgeting priorities. The result of the Committee meetings will be reported to the negotiations teams. The Committee shall meet prior to the development of the budget for the subsequent school year. The Committee will adopt and amend by-laws that govern their Committee.

3. Article VII Member Safety:

Status Quo language

As discussed, RTA and the District agree that the procedures outlined in the parental handbook for "visitors on campus" and review it annually with site administrators, department heads and school staff.

4. **Article X Pregnancy Disability Leave (PDL)/Child Bonding:** As proposed (see attached)
5. **Article VI Leaves of absences and jury duty:** TA 2/28/17
6. **Middle School Parent Teacher Conferences:** The District and RTA agree to form a 4 member committee (2 RTA/2 District) to analyze options and make a recommendation to the bargaining teams no later than May 15, 2017.
7. **JD SAI:** The District and RTA agree to continue discussions on the SAI job description with 3 RTA/3 District members until agreement is reached.
8. **Article XXVIII Peer Assistance and Review:** Clean up language as proposed with changes and discussed on 3/2/17 (see attached)
9. **Academic Calendar:** Per Article VI Unit Member Work Day/Work Year/Work Conditions, Section F, the Calendar Committee will meet to establish a minimum of two years (17/18 and 18/19) academic calendars.

For RSD

Carolyn Bernal
Veronica Parshand
Kate R.
[Signature]

For RTA

Maria Val
Maria Ojoto
[Signature]
Beth
Kenny

**RSD and RTA Side Letter Agreement
Unit Member Sick Leave Usage
April 3, 2017**

When a unit member has exhausted their PNL (Personal Necessity Leave) days according to Article IX, Section I, 2.a, "Death or serious illness of the employee's immediate family" and continues to be absent on account of this reason, the unit member will be allowed to use their personal sick leave to cover such absences.

The unit member will be required to provide verification in order to use their personal sick leave to cover such absences.

A unit member may not use leave under Article IX, Section E for this purpose.

Article IX, Section J, Catastrophic Illness Benefit remains in effect.

This side letter will be in effect until new language is negotiated and agreed to. Article IX will be an automatic reopener for the 2017/2018 school year. This will not count against either side's reopeners.

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Article VIII Class Size:

A. Maximum Class Size Limits:

Self-Contained SAI	16
Kindergarten	24
First Grade	26
Second/Third	30
Fourth/Fifth	31
Sixth/Seventh/Eighth	31
Middle School Courses:	31
Middle School Exceptions:	
Exploratory Wheel	
Advanced Technology	28
Physical Education	42
Music Instrumental	40
Chorus	40
Alternative	15

Unless mutually agreed upon by the classroom teacher, the site administrator and the Association President, maximum class size shall not be exceeded for longer than 5 weeks. The five -week period (25 consecutive school days) commences with the first day of the student academic school year.

If in agreement, the classroom teacher, the site administrator and association president will sign a waiver allowing the class size maximum overage to occur for the remainder of the year. The teacher will receive class size overage compensation for the period of time the overage occurs.

Elementary teachers will be compensated \$10 per student, per day;

Middle school teachers will receive \$5 per student, per section.

After the five-week period, should a student enrolling in school causing the class size maximum to be exceeded, and no agreement regarding the class size overage is signed, the following shall occur:

The District will place the student at his/her home school. The District will have five days to determine the student's yearlong placement. Beginning with the first day of placement, the elementary school teacher will be compensated \$10 dollars per day, per student, the middle school teacher \$5 per student, per period. The maximum number of overage students that can be placed on the roster(s) of a middle school teacher is three, whether it

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is three students in one period, one student in three separate classes, or some other combination, three in an entire school day is the maximum. (The site administrator will ensure equity and balance when placing student overages.)

At no time after the five-week period shall a class exceed 3 more than the class size maximum in grades 1-8 and 1-8 self-contained SAI and 2 more than the class size maximum in Kindergarten and Kindergarten self-contained SAI.

~~Special Day Class Self-Contained SAI class size maximum is sixteen (16).~~ If the class exceeds this maximum, in addition to the above, an additional instructional assistant will be provided for the instructional day. Agreed

It is the goal of the District and RTA for mild-to-moderate self-contained combination classes to consist of no more than 2 grade levels and for said grade levels to be consecutive.

In the event a mild-to-moderate self-contained combination SAI class exceeds two grade levels, then the District shall provide 120 daily minutes of push-in teacher support, effective the first school day the SAI class exceeds two grade levels and continuing every day thereafter until the SAI class returns to two grade levels.

The District shall make every reasonable effort to provide a push-in teacher. When there is no push-in teacher available, the District shall provide a substitute push-in teacher. If a substitute push-in teacher is unavailable, the SAI teacher shall be entitled to work one hour after the end of his/her professional day at the hourly rate of \$40.00.

Push-in support provided to an SAI teacher under Article VI Section D shall satisfy the District's obligation to that teacher per this agreement. Agreed

The RSP assignment ratio will follow the state mandated formula. Any waiver of the ration will follow class size procedures for regular classroom teachers.

The Principal shall ensure equity in teaching loads when placing students.

This agreement calls for hard class caps at all grade levels, including self-contained SAI, with additional students with consent. Consent is defined as mutual agreement between the classroom teacher, the site administrator and the Association President.

For the purposes of Grade Span Adjustment ("GSA"), Kindergarten is capped at 24-1 with up to two additional students with consent. First grade is capped at 26-1 with up to three additional students with consent. Grades 2-3 are capped at 30-1 with up to three additional students with consent. These caps are more restrictive than an "annual average class enrollment for each school site" and therefore constitute a valid collectively bargained alternative ratio for the purposes of compliance with LCFF GSA" requirements. This alternative ratio applies at every elementary school site in the District (Rio Plaza, Rio Real, Rio del Norte, Rio del Mar, Rio Lindo, Rio Rosales and Rio

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STEAM Academy – even if renamed).

Should it become apparent that this language does not satisfy LCFF GSA requirements, the parties shall immediately meet in order to bring the class size provisions set forth in this Agreement and the Collective Bargaining Agreement into compliance with the collective bargaining agreement exceptions provided for in the new GSA statutory provisions.

Remedies for class size overages are included in this article.

- B. Transfer of children to maintain equitable distribution shall be on the basis of last enrolled, not on randomly-selected children.
- C. The District will make every attempt to avoid a K-1 combination class.
- D. A combination reduction is always one less than the lower class size per contract language.
- E. TK/K combo shall receive 60 school days of a 4 hour Instructional Assistant commencing from the first day of the combo, or no later than 15 working days from the creation of the combination class. If the teacher desires an Instructional Assistant schedule for other than the first 60 days after the combo is created, he/she will work collaboratively with his/her site administrator to develop a mutually agreeable schedule within ten (10) working days from the first day of the combo. When the schedule is agreed upon, Human Resources will staff the Instructional Assistant assignment not later than fifteen (15) working days. If the District does not have sufficient IA's to support this assignment, the District shall be deemed compliant so long as the IA position is being actively recruited.
- F. The Principal will ensure that students with special needs will be equitably distributed amongst the teachers within the appropriate grade level and program. If the Principal, affected teacher(s) and the Association agree, this provision may be waived.
- G. Combination assignments will be rotated in a fair and equitable manner with attempts made to avoid combination classroom assignments to new teacher inductees.

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A R T I C L E X
PREGNANCY DISABILITY LEAVE (PDL)/CHILD BONDING

A. Pregnancy Disability Leave

1. Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leave of absence for other illnesses, injuries or medical disabilities. ~~Such leave shall not be used for child care, child-rearing or preparation for child bearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from.~~
2. The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able properly to perform her required duties and responsibilities and has submitted the necessary doctor's verification.
3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated and differential pay sick leave has been exhausted. The date on which the employees shall resume duties shall be determined by the employee on leave and the employee's physician, provided, however, that the District management may require a verification of the extent of the disability.
4. This leave shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence disabilities caused by childbirth be treated the same as leaves for other illnesses, injuries or disabilities.
5. Whenever the District determines that it may be appropriate to require additional verification of any of the disabilities referred to above, said verification shall be achieved through one of the following two methods — the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with option "1" below:
 - a. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense.

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- b. An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician's verification shall be on a form provided by the District.

B. CHILD BONDING

1. As provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.
2. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.
3. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 of the unit member's workweeks.
4. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to differential pay in accordance with Article IX for the remainder of the 12-week leave.
5. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
6. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration.
7. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

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ARTICLE XXVIII
PEER ASSISTANCE AND REVIEW PROGRAM

A. The Rio Teachers Association and the Rio School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. This paragraph describes the joint beliefs of the parties, and is not subject to Article XXII.

1. Purpose

- a. The Peer Assistance and Review Program allows exemplary teachers to assist teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- b. The extent of the program's assistance and review depends on whether the participating teacher is a "Referred Participating Teacher" who has received an overall unsatisfactory evaluation as specified in Section 2.6, article XVIII, a "Volunteer Participating Teacher" with permanent status, or a "Beginning Teacher". The Program's assistance shall be provided through Consulting Teachers as described in detail in Section 4.4.3 of this document.
- c. The Joint Panel shall annually determine funding priorities pursuant to Section 4.4.7 of this document, consistent with the following priorities: first, to serve any Referred Participating Teachers; and to provide the District's matching fund requirement for the BTSA Program required by Education Code section 44279.2(e)(4); second to serve Voluntary Participating Teachers; and third to serve a Beginning Teacher who is not receiving services through the Mentor Induction Program. ~~or Beginning Teachers who do not receive services through the BTSA Program; and third to provide supplemental services to Beginning Teachers who receive BTSA services.~~
- d. ~~The Joint Panel will determine how to provide the District's BTSA matching fund requirement using Panel funds and/or in-kind District resources.~~

2. Definitions for purposes of this article

- a. "Classroom Teacher" or "Teacher." Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article XVIII of the agreement, except a District nurse.
- b. "Participating Teacher." A unit member who is a classroom teacher who either volunteers or is required by this agreement to participate in the program.
- c. "Consulting Teacher." An exemplary teacher meeting the requirements outlined in ~~of~~ Section 4.4.2.1 who is selected by the Joint Panel to provide program assistance to a Participating Teacher.
- d. "Beginning Teacher." Any unit member having probationary or temporary status, or any District teaching intern participating in a program established

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- according to Education Code sections 44305, et seq. and 44325, et seq.
- e. "Voluntary Participating Teacher." Any permanent teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher or other assistance provided through the Peer Assistance and Review Program.
 - f. "Referred Participating Teacher" or "Referred Teacher." A unit member with permanent status who is evaluated under Article XVIII and whose most recent summative evaluation form includes an overall evaluation rating of unsatisfactory, and an unsatisfactory rating in at least one of the following areas:
 - (1) Engaging and Supporting All Students in Learning
 - (2) Creating and Maintaining Effective Environments for Students Learning
 - (3) Understanding and Organizing Subject Matter for Student Learning
 - (4) Planning Instruction and Designing Learning Experiences for All Students
 - (5) Assessing Student Learning
 - (6) Developing as a Professional Educator
 - g. "Principal" or "evaluating Principal" or "evaluator." The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Program Outline

- a. **For Referred Participating Teachers**
 - (1) Any permanent teacher with an overall unsatisfactory performance evaluation as specified in Article XVIII Section 2.6 must participate in the program.
 - (2) The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher's evaluator after the Referred Teacher receives the overall unsatisfactory rating as specified in Article XVIII Section 2.6. The evaluator shall use ~~Form 1~~ the appropriate form (Negotiated certificated assistance plan).
 - (3) These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as the performance goals required by Education Code sections 44664(a) and 44500(b)(2). The evaluator's written recommendations required and outlined in Article XVIII ~~by this section (Form 1)~~ shall identify the specific CSTP Standards and Key Elements (July 1997 Edition, as set forth in the District Forms and Guidelines) on which the teacher needs to improve.
 - (4) The Principal, the Consulting Teacher assigned to the Referred Teacher, and the Referred Teacher shall meet and discuss the performance goals outlined by the Principal ~~as required by Sections 3.1.2 and 3.1.2.1~~ and the types of assistance that can be provided through the Consulting Teacher.
 - (5) The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher.
 - (6) The Consulting Teacher and the Referred Teacher shall meet to develop the assistance plan. The Consulting Teacher has the final responsibility for developing the assistance plan. After the meeting, the Consulting Teacher will provide the assistance set forth in the assistance plan. ~~Section 4.1~~

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- (7) The Consulting Teacher shall conduct multiple classroom observations of each Referred Teacher assigned to the Consulting Teacher, and shall have conferences before and after the observations as needed.
- (8) No later than 47 calendar days before the end of the school year, the Consulting Teacher, using ~~Form 2~~, shall complete a written report regarding the Referred Teacher's participation in the program consisting of: (1) a description of the assistance provided to the Referred Teacher; and (2) an assessment of whether or not the assistance provided has helped the Referred Teacher improve in the performance goals as outlined in the ~~assistance plan required by Sections 3.1.2 and 3.1.2.1~~. This report shall be submitted to the Joint Panel, with a copy also submitted to the Referred Teacher and the Principal.
- (9) The Consulting Teacher shall discuss the report with the Referred Teacher to receive his or her input before it is submitted to the Joint Panel. The Referred Teacher shall sign the report signifying that he or she has received the report. The Referred Teacher shall have the right to attach written comments to the final report before it is submitted to the Joint Panel.
- (10) The report of the teacher's participation in the program, ~~as defined in Section 3.1.3~~, shall be made available as part of the Referred Teacher's annual evaluation conducted pursuant to Education Code section 44662.
- (11) The Consulting Teacher's report on the participation in the program, ~~as defined in Section 3.1.3~~, shall be made available for placement in the Referred Teacher's personnel file. Either the Referred Teacher or his/her evaluator may require that the report be placed in the personnel file.
- (12) After reviewing the report ~~required by Section 3.1.3~~, the Joint Panel, using ~~Form 3~~, shall report to the School District Governing Board one of the following:
 - (a) The assistance provided has helped the Referred Participating teacher to improve. ~~As specified in Section 3.1.8~~, such the Referred Participating Teacher will continue in the program until the Referred Participating Teacher receives an overall satisfactory summative evaluation.
 - (b) The assistance provided has not helped the Referred Participating Teacher to improve, but the Referred Participating Teacher will benefit from continued participation in the program. ~~As specified in section 3.1.8~~, such the Referred Participating Teacher will continue in the program until the Referred Participating Teacher receives an overall satisfactory summative evaluation.
 - (c) The Referred Participating Teacher, after receiving sustained assistance under the program, is unable to demonstrate satisfactory improvement, and therefore would not benefit from continued participation in the program. ~~As specified in Section 3.1.8~~, such the Referred Participating Teacher will stop participating in the program.
 - (d) The Referred Teacher will continue participating in the program until the Joint Panel determines the Referred Teacher no longer benefits from participation in the program ~~as specified in Section 3.1.7(3)~~, or the Referred Teacher receives an overall satisfactory rating on his/her summative evaluation form, or the Referred teacher is separated from the District.

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- b. **For "Voluntary Participating Teachers"**
- (1) The Joint Panel annually will determine what level of funding will be available under the program to serve Voluntary Participating Teachers consistent with the funding priorities outlined in Section 4. ~~consistent with the funding priorities described in Section 1.3.~~ Based on its decisions regarding funding availability, the Joint Panel annually will determine the type and level of assistance that will be provided to these voluntary requests ~~programs.~~
 - (2) Voluntary Participating Teachers may request the services of a Consulting Teacher or other assistance from the program. The Joint Panel shall determine the procedures Voluntary Participating Teachers shall follow to request program assistance.
 - (3) Because permanent teachers with satisfactory performance are not mandated by law to participate in the program, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Voluntary Participating Teachers, nor forward to the Governing Board the names of volunteer teacher participants.
 - (4) To the extent allowed by law, the Joint Panel shall establish appropriate rules and procedures to maintain confidentiality of communication between the Consulting Teacher and a Voluntary Participating Teacher.
- c. **For "Beginning Teachers"**
- (1) The primary assistance for beginning teachers shall be delivered through the District's ~~BTSA~~ Mentor Induction Program.
 - (2) Consistent with the priorities set forth in Section 1 ~~in Section 1.3~~ the Joint Panel annually will determine what level of funding will be available under the PAR Program to serve Beginning Teachers who are not served through the ~~BTSA Mentor Induction Program as well as to provide supplemental services to Beginning Teachers who receive BTSA services,~~
 - (3) Because Beginning Teacher participation in the program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participated in the program.
 - (4) To the extent allowed by law, the Joint Panel shall establish appropriate rules and procedures to maintain confidentiality of communication between the Consulting Teacher and a Beginning Teacher.

4. **Governance and Program Structure**

- a. **The Joint Panel**
- (1) The Peer Assistance and Review Program will be administered by a Joint Panel consisting of five members, three of whom shall be certificated classroom teachers appointed by the Rio Teachers Association, and two of whom shall be administrators appointed by the Rio School District.
 - (2) Qualifications for the teacher representatives shall be determined by the

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- Association.
- (3) A Joint Panel member's term shall be two years, and members may be reappointed to successive terms without limit.
 - (4) The Joint Panel will strive to make all decisions through consensus, including decisions in the areas of appointments, reports, and recommendations to the Governing Board, and program plan and budget. Failing a consensus, decisions will be made by majority vote of the Panel members (i.e. at least 3 votes). Three members, including at least one administrator, will be necessary to constitute a quorum for purposes of meeting and conducting business.
 - (5) Teacher members of the Joint Panel shall receive a stipend of \$2,000 for their work on the Joint Panel during the first school year of this Program (2000-2001), beginning on July 1, 2000. The question of whether and how much pay Joint Panel members will receive in future years will be determined by the negotiating parties. The Joint Panel shall recommend pay levels for future years to the negotiating parties.
 - (6) The Joint Panel shall be responsible for the following:
 - (a) In consultation with the District, providing training for the Joint Panel members, Consulting Teachers, and Participating Teachers. Although consultation is required regarding this training, District-approval is not.
 - (b) Establishing internal operating procedures for the Panel, including the method for the selection of a Chairperson.
 - (c) Establishing a procedure for application as a Consulting Teacher.
 - (d) Selecting and assigning Consulting Teachers.
 - (e) Determining the effectiveness of the Consulting Teacher in the role of Consulting Teacher.
 - (f) Selecting trainers and/or training providers.
 - (g) Sending written notification of participation in the PAR program to the Referred Participating teacher, the Consulting Teacher and the site principal.
 - (h) Adopting rules and procedures to effect the provisions of this Article. These rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail. Because the "development and implementation" of this program are subject to the bargaining process, the Joint Panel will submit any adopted rules or procedures to the Association and the District for review and approval before implementing the adopted rules or procedures. If either party does not approve the Panel's adopted rules or procedures, then the rules or procedures will not be effective until agreed upon or the completion of the bargaining process.
 - (i) Determining the number of Consulting Teachers in any school year, based upon the number of Participating Teachers, the budget available and other relevant considerations.
 - (j) Determining the release time parameters for Consulting Teachers.
 - (k) Submitting to the Governing Board and the Association an annual evaluation of the program's impact, and recommendations for improvements to be made in the program. In preparing this report, the Joint Panel shall consider the input provided by consulting teachers.

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- (7) The Joint Panel shall use the following procedure for establishing the annual program plan and budget:
- a. By May 15 of each fiscal year, the Joint Panel will establish a program and budget for the succeeding year. The Joint Panel shall first ensure that the program and budget provide sufficient resources to serve any Referred Participating Teachers, and to provide the District's matching fund requirement for the BTSA Program as required by Education Code section 44279.2(e)(4). ~~In-kind matching resources provided under the PAR Program shall count toward the BTSA match requirement to the extent allowed by State law, regulations, and guidelines, and guidelines established by the Ventura County Superintendent of Schools Office.~~ The Joint Panel's subsequent priorities shall be as set forth as follows: ~~in Section 1.3.~~
- (8) In establishing the program and budget, the Joint Panel annually will consider:
- a. The estimated state revenues for the program.
 - b. The estimated expenditures involving projected number of Referred Participating Teachers with an unsatisfactory evaluation;
 - c. ~~projected funding required to pay the District's matching fund requirement for the BTSA Program as required by Education Code section 44279.2(e)(4);~~
 - d. projected number of Voluntary Teachers;
 - e. projected number of Beginning Teachers (if applicable) to be served by the program;
 - f. projected number of Consulting Teachers needed to service the projected need;
 - g. release time for the Joint Panel and Consulting Teachers;
 - h. pay for Joint Panel members (if applicable);
 - i. pay for Consulting Teachers that is consistent with the level of work expected of each Consulting Teacher;
 - j. projected costs for training, administrative overhead, and if necessary, legal and consulting assistance;
 - k. any expenditure of program funds authorized by Education Code section 44506(b).
- (9) By June 1, the Joint Panel will submit the program plan/budget to the Association and the District for approval. If both parties do not approve the plan/ budget, they may modify it by mutual agreement. By July 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Joint Panel.
- (10) The Joint Panel needs no additional internal rules or procedures to expend PAR funds; however, all relevant District-wide, county, and state fiscal rules and procedures shall be followed.
- (11) Except as otherwise required by law, all proceedings and materials related to identifiable individual employees shall be closed and confidential.
- (12) Association members who perform functions as Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

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b. Consulting Teacher

- (1) A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the rules and procedures provided that the following shall constitute minimum qualifications:
 - a. A clear credentialed classroom teacher with permanent status who has taught in a classroom for at least five (5) years in the Rio School District, with classroom teaching experience within the last three (3) years.
 - b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.
 - c. Ability to work cooperatively and effectively with teachers, administrators, and others.
- (2) Consulting Teacher position vacancies shall be posted by the District. The Joint Panel will make the selection, which will be forwarded to the District. The Joint Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates. The Joint Panel may select teachers employed as Consulting Teachers in other school districts to serve as Consulting Teachers.
- (3) The Joint Panel will assign Consulting Teachers. The Consulting Teacher or the Participating Teacher may petition the Joint Panel for an assignment change.
- (4) A Consulting Teacher's term will be three (3) years. The Joint Panel will determine whether to impose limits on the number of successive terms, if any, a Consulting Teacher may serve.
- (5) The Consulting Teacher shall provide an annual assessment of the program's overall effectiveness and specific areas for improvement in the program.
- (6) For the first school year of the program (2000-2001), the Joint Panel shall determine the pay for Consulting Teachers. The first year's pay shall not constitute the status quo, and in future years the parties shall negotiate pay for Consulting Teachers during negotiations on salary.
- (7) A Consulting Teacher shall be provided release time to the extent provided for within the PAR Program budget and as approved by the Joint Panel.
- (8) The Consulting Teacher shall continue all rights of bargaining unit members.

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- (9) Consulting Teachers' assistance may include, but not be limited to, the following activities:
- a. providing coaching and consultative assistance;
 - b. observations of the Participating Teacher during periods of classroom instruction;
 - c. allowing the Participating teacher to observe the Consulting Teacher or other selected teachers;
 - d. enabling the Participating Teacher to attend specific training in specified teaching techniques or in designated subject matter; and
 - e. other activities which, in the professional judgment of the consulting teacher, will assist the Participating Teacher to improve as a teacher.
- (10) Association members who perform functions as Consulting Teachers under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

5. Other Provisions

- a. Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by Government Code sections 3540.1(g) and (m).
- b. The assistance and review provided under this program shall not involve the participation in or the conducting of the annual evaluation of certificated unit members as set forth in Article XVIII of the Agreement, and Education Code section 44660, et seq. The District has the final authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement on the performance evaluation and met applicable standards.
- c. The annual evaluation of the PAR Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act (Government Code section 6250, et seq.). Documents and information relating to identifiable individuals' participation in the Program will be regarded as a personnel matter and subject to the personnel record exemption of the Public Records Act.
- d. All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
- e. All the documents for the program will be filed in the personnel office separately from the individual personnel records, except as set forth in Section 3 Sections 3.1.5 and 3.1.6 above. The Joint Panel shall have access to all Program documents, records, and reports.

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DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Teachers Association

The proposed agreement covers the period:
 Beginning: 7/1/2016 Employee Type:
 Ending: 6/30/2017 Certified: x
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 19-Apr-17

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1. Salary Schedule - Increase/(Decrease)	\$ 18,459,176	\$ 370,000 2.00%	\$ 370,000 2.00%	\$ 370,000 2.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,022,011	\$ 60,000 1.99%	\$ 60,000 1.99%	\$ 60,000 1.99%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 21,481,187	\$ 430,000 2.00%	\$ 430,000 2.00%	\$ 430,000 2.00%
7. Total Number (FTE) of Represented Employees	# 243	# 243	# 243	# 243
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 88,546	\$ 1,772 2.00%	\$ 1,772 2.00%	\$ 1,772 2.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 250	\$ 255 2.00%	\$ 255 2.00%	\$ 255 2.00%
-Maximum Daily Rate	\$ 545	\$ 556 2.00%	\$ 556 2.00%	\$ 556 2.00%
-Substitute Daily Rate	\$ 120	\$ 120 0.00%	\$ 120 0.00%	\$ 120 0.00%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 17,531	\$ 17,531 0.00%	\$ 17,531 0.00%	\$ 17,531 0.00%
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

reductions in certificated compensation are planned in order to support the salary increase

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

operating surplus

2. How will the ongoing cost of the proposed agreement be funded in future years?

reductions to certificated compensation are planned

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

No funding changes assumed. Obligation would be funded through spending reductions

Disclosure of Collective Bargaining Agreement

School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	56,309,280
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	1,689,278

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	1,689,278
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	795,436
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	2,484,714

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

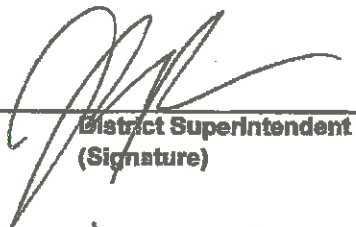
Yes

No

H. Certification

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

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



District Superintendent
(Signature)

4.4.17

Date



District Chief Business Official
(Signature)

4/4/17

Date

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of March 16, 2017)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,783,352			46,783,352
Remaining Revenues (8100-8799)	9,228,395			9,228,395
TOTAL REVENUES	56,011,747	0	0	56,011,747
EXPENDITURES				
1000 Certificated Salaries	22,802,344	370,000	(489,800)	22,682,544
2000 Classified Salaries	6,619,667		108,000	6,727,667
3000 Employees' Benefits	12,315,228	60,000	(48,200)	12,327,028
4000 Books and Supplies	3,713,246			3,713,246
5000 Services and Operating Expenses	6,626,434			6,626,434
6000 Capital Outlay	795,431			795,431
7100-7499 Other	3,188,711			3,188,711
TOTAL EXPENDITURES	56,080,859	430,000	(430,000)	56,080,859
OPERATING SURPLUS (DEFICIT)	(48,212)	(430,000)	430,000	(48,212)
OTHER SOURCES AND TRANSFERS IN	95,046			95,046
OTHER USES AND TRANSFERS OUT	248,321			248,321
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(202,487)	(430,000)	430,000	(202,487)
BEGINNING BALANCE	4,512,667			4,512,667
CURRENT YEAR ENDING BALANCE	4,310,180	(430,000)	430,000	4,310,180
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000			30,000
Restricted (9740)	1,515,466			1,515,466
Committed (9750 / 9760)				0
Assigned (9780)	280,000			280,000
Reserve for Economic Uncertainties (9789)	1,689,278			1,689,278
Unappropriated Amounts (9790)	795,436	(430,000)	430,000	795,436

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

Reductions in certificated staffing are planned, also included is the cost of a 2% increase for the other two units

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Management, Confidential and other non represented employee groups

The proposed agreement covers the period: Employee Type:
 Beginning: 7/1/2016 Certificated:
 Ending: 8/30/2017 Classified:

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 19-Apr-17

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1. Salary Schedule - Increase/(Decrease)	\$ 3,205,867	\$ 64,000 2.00%	\$ 64,000 2.00%	\$ 64,000 2.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 800,073	\$ 16,000 2.00%	\$ 16,000 2.00%	\$ 16,000 2.00%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 4,005,940	\$ 80,000 2.00%	\$ 80,000 2.00%	\$ 80,000 2.00%
7. Total Number (FTE) of Represented Employees	# 38	# 38	# 38	# 38
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 105,419	\$ 2,105 2.00%	\$ 2,105 2.00%	\$ 2,105 2.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 250	\$ 255 2.00%	\$ 255 2.00%	\$ 255 2.00%
-Maximum Daily Rate	\$ 545	\$ 558 2.00%	\$ 556 2.00%	\$ 558 2.00%
-Substitute Daily Rate	\$ 120	\$ 120 0.00%	\$ 120 0.00%	\$ 120 0.00%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 17,531	\$ 17,531 0.00%	\$ 17,531 0.00%	\$ 17,531 0.00%
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement

School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

reductions in certificated compensation are planned in order to support the salary increase

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

operating surplus

2. How will the ongoing cost of the proposed agreement be funded in future years?
reductions to certificated compensation are planned

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

No funding changes assumed. Obligation would be funded through spending reductions

Disclosure of Collective Bargaining Agreement

School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	56,309,280
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	1,689,278

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	1,689,278
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	795,438
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	2,484,714

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

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

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



 District Superintendent
 (Signature)

4-4-17

 Date



 District Chief Business Official
 (Signature)

4-4-17

 Date

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of March 15, 2017)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,783,352			46,783,352
Remaining Revenues (8100-8799)	9,228,395			9,228,395
TOTAL REVENUES	56,011,747	0	0	56,011,747
EXPENDITURES				
1000 Certificated Salaries	22,802,344	52,000	(171,800)	22,682,544
2000 Classified Salaries	6,619,567	12,000	96,000	6,727,567
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5000 Services and Operating Expenses	6,626,434			6,626,434
6000 Capital Outlay	795,431			795,431
7100-7499 Other	3,188,711			3,188,711
TOTAL EXPENDITURES	56,060,969	80,000	(80,000)	56,060,969
OPERATING SURPLUS (DEFICIT)	(49,212)	(80,000)	80,000	(49,212)
OTHER SOURCES AND TRANSFERS IN	95,046			95,046
OTHER USES AND TRANSFERS OUT	248,321			248,321
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(202,487)	(80,000)	80,000	(202,487)
BEGINNING BALANCE	4,512,687			4,512,687
CURRENT YEAR ENDING BALANCE	4,310,180	(80,000)	80,000	4,310,180
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000			30,000
Restricted (9740)	1,515,486			1,515,486
Committed (9750 / 9760)				0
Assigned (9780)	280,000			280,000
Reserve for Economic Uncertainties (9789)	1,689,278			1,689,278
Unappropriated Amounts (9790)	795,436	(80,000)	80,000	795,436

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

Reductions in certificated staffing are planned, also included is the cost of a 2% increase for the other two units



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting

Category 6. Public Hearing

Subject 6.2 Rio School District Proposal for Contract Negotiations with CSEA for the 2016/2017 School Year

Access Public

Type Discussion

Public Content

Speaker: Carolyn Bernal, Director of Human Resources

Rationale:



[PHRSDPropCSEA.pdf \(429 KB\)](#)

Administrative Content

Executive Content

PLEASE POST APRIL 7, 2017

**RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE RSD, Rio School District,
PROPOSAL FOR CONTRACT NEGOTIATIONS WITH
CSEA, California School Employees Association, Chapter
329, FOR THE 2016-2017 SCHOOL YEAR**

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

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on April 19, 2017, at the Rio School District Board Room, 3300 Cortez Street, Oxnard, CA 93036 beginning at 6:00 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036
All Rio School District School Sites

PLEASE POST APRIL 7, 2017

Rio School District

To The California School Employees Association and its Rio Chapter 329

Reopener Negotiations 2016-2017

The Rio School District presents their intent to reopen the contract provisions of the CSEA collective bargaining agreement for reopener negotiations.

Article 4 – Salary

Discussion of topics that fall under salary such as an across the board salary increase, reclassification of positions, additional staffing.

Article 9 – Leave

The District has an interest in reviewing this article and updating language as it relates to recent passage of legislation around FMLA/CFRA and the new child bonding laws.

In the spirit of collaboration, additional articles may be reopened as mutually agreed to between the parties.



Agenda Item Details

Meeting Apr 19, 2017 - RSD Regular Board Meeting
Category 6. Public Hearing
Subject 6.3 California School Employees Association, Chapter 329, Proposal for Contract Negotiations with RSD for the 2016/2017 School Year
Access Public
Type Discussion

Public Content

Speaker: Carolyn Bernal, Director of Human Resources

Rationale:

[PHCSEAPropRSD.pdf \(566 KB\)](#)

Administrative Content

Executive Content

PLEASE POST APRIL 7, 2017

**RIO SCHOOL DISTRICT
2500 VINEYARD AVENUE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

**PUBLIC HEARING ON THE CSEA, California School
Employees Association, Chapter 329, PROPOSAL FOR
CONTRACT NEGOTIATIONS WITH RSD, Rio School
District FOR THE 2016-2017 SCHOOL YEAR**

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

Accordingly, a public hearing is scheduled for the Governing Board meeting to be held on April 19, 2017, at the Rio School District Board Room, 3300 Cortez Street, Oxnard, CA 93036 beginning at 6:00 p.m. Copies of the initial proposals have been distributed to and are available at:

Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036
All Rio School District School Sites

PLEASE POST APRIL 7, 2017



CSEA – Rio Chapter #329

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATIONS (CSEA) CHAPTER #329 HAS AN INTEREST IN NEGOTIATIONS FOR THE FOLLOWING ARTICLES WITH THE RIO SCHOOL DISTRICT FOR 2016-2017.

Article 2 – Association Rights: CSEA seeks to obtain an additional 40 hours of dedicated yearly Release Time for the purposes of attending CSEA Annual Conference.

Article 4 – Salary: CSEA seeks an equitable and fair salary increase across the salary Schedule and enhance longevity beyond 30 years.

Update Teacher Support Program Wildman Paraprofessional Teacher Training to it's successor program; California Classified School Employee Teacher Credentialing Program (CSEP).

Article 6 – Employee Benefits: CSEA seeks to maintain competitive and affordable health benefits that protect District employees and their families

CSEA has an interest in evaluating and changing the salary schedule placement for Administrative Secretary I.

CSEA has an interest in negotiating restorations of value and/ or hours to the bargaining unit to bring the bargaining unit closer to its pre-2008 value and/or work and to acknowledge the increasing size and complexity of the District operations.

**Agenda Item Details**

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	9. Information
Subject	9.1 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: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Ms. Pifko will update the Governing Board on the following topics:

- Budget Update

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	9. Information
Subject	9.2 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:

- Rio Vista Grant Update
- Extended Learning Updates
- VC Innovates
- Technology Plan Update
- Summer School Program 2017

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Approval of Resolution No. 1516/26 Approving Second Amendment to Purchase Agreement and Escrow Instructions between Rio School District and RiverPark A, L.L.C. for the Rio STEAM Academy site.
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	N/A
Recommended Action	It is recommended that the Board approve the attached resolution, which approves the Second Amendment and authorizes the Superintendent and Assistant Superintendent of Business Services to execute the Second Amendment on behalf of the District.

Public Content

Speaker: Kristen Pffko

Background:

On November 18, 2015, the Board of Trustees ("Board") approved Resolution No. 1516/14, which approved a Purchase Agreement and Escrow Instructions between Rio School District ("District") and RiverPark A, L.L.C. ("RiverPark"), dated as of November 18, 2015 (the "Agreement"), for the District's acquisition of real property located at 29999 and 30001 N. Ventura Road, Oxnard, California and identified by APNs 132-0-110-015 and 132-0-100-265 (the "Property"). The Agreement was amended by a certain amendment, dated September 9, 2016 (the "First Amendment"). The District intends to construct the Rio STEAM Academy on the Property. (The construction project was submitted to the Division of State Architect as the RIO STEAM K8 Campus.)

After execution of the Agreement, the District conducted due diligence on the Property's physical condition and title issues; sought certain required approvals of the intended construction; and related matters. Simultaneously, RiverPark began placing the Property in "construction ready condition" as required by the Agreement. "Construction ready condition" means that the Property has been mass graded; permanent public utilities have been stubbed; public streets, roads, curbs, and gutters along the Property have been completed; and the anticipated construction on the Property has been approved by the California Department of Education ("CDE") and the Division of State Architect ("DSA"). Although the CDE and DSA approvals have been obtained, RiverPark is still completing the mass grading and other "construction ready condition" work.

Placing the Property in "construction ready condition" is a condition to close of escrow under the Agreement. The close of escrow was scheduled for April 17, 2017. The attached resolution would approve a second amendment to the Agreement (the "Second Amendment"). The Second Amendment extends close of escrow to June 1, 2017 in order to provide RiverPark more time to complete the construction ready condition work, and, as required by the Agreement, to provide the District 30 days to review the work and confirm that it has been satisfactorily completed.

Rationale: RiverPark must complete the "construction ready condition" improvements in accordance with the Agreement. It is in the District's best interest for this work to be completed prior to close of escrow. The Second Amendment extends the close of escrow to June 1, 2017, sets forth a realistic timeline for RiverPark to complete the work and still provides the District with 30 days to review and approve the work prior to close of escrow.

[2017.4.19 - resolution - RiverPark PSA second amendment \(1\) \(1\).pdf \(210 KB\)](#)

RIO SCHOOL DISTRICT

RESOLUTION NO. #1617/26

APPROVING SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS BETWEEN RIO SCHOOL DISTRICT AND RIVERPARK A, LLC FOR THE RIO STEAM ACADEMY SITE

WHEREAS, Rio School District (“District”) and Riverpark A, LLC entered into that certain Purchase Agreement and Escrow Instructions dated as of November 18, 2015 (the “Agreement”), which was approved by the Board of Trustees (“Board”) at a regularly-scheduled meeting on November 18, 2015 pursuant to Resolution No. 1516/14; and

WHEREAS, the Agreement provides certain terms and conditions for the District’s acquisition of real property located at 29999 and 30001 N. Ventura Road, Oxnard, California and identified by APNs 132-0-110-015 and 132-0-100-265 (the “Property”), which is a designated school site where the District intends to construct a new school commonly known as the Rio STEAM Academy and submitted to the Division of State Architect (“DSA”) as the RIO STEAM K8 Campus; and

WHEREAS, the District and Riverpark A, LLC amended the Agreement by a certain amendment, dated as of September 9, 2016 (the “First Amendment”), which First Amendment, *inter alia*, extended the District’s due diligence period to October 17, 2016; and

WHEREAS, the Agreement specifies that close of escrow shall occur six months after the end of the District’s due diligence period, such that the close of escrow would be April 17, 2017; and

WHEREAS, the Agreement requires Riverpark A, LLC to place the Property in “construction ready condition,” inclusive of mass grading the Property; stubbing permanent public utilities have been stubbed; completing public streets, roads, curbs, and gutters contiguous to the Property; and obtaining approval from DSA and the California Department of Education (“CDE”) for the construction of the RIO STEAM K8 Campus on the Property, all prior to close of escrow; and

WHEREAS, the final CDE and DSA approvals of the RIO STEAM K8 Campus have been obtained, but Riverpark A LLC is still completing the mass grading and other “construction ready condition” work and will not be able to complete such work prior to April 17, 2017; and

WHEREAS, the District and Riverpark A, LLC would like to further extend close of escrow to June 1, 2017 in order to provide sufficient time for the construction ready condition work and all related subsequent procedures under the Agreement to be completed;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
 2. The Board approves the attached second amendment to the Agreement (“Second Amendment”), which extends the close of escrow to June 1, 2017 as specified above.
 3. The Board hereby delegates authority to the Superintendent and the Assistant Superintendent of Business Services to take such action as may be required to effect the purpose of this Resolution, including the execution of the Second Amendment and any further documents required by the escrow company. The Board further authorizes the Superintendent and the Assistant Superintendent to take such action as may be required to close escrow, provided that the District’s consultants have confirmed that the Property has been properly placed in “construction ready condition” and all other requirements of the Agreement and escrow have been met, and further provided that such actions are brought back to the Board for ratification.
-

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 19th day of April, 2017 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Esquivel,
President of the Board of Trustees

Eleanor Torres
Clerk of the Board of Trustees

EXHIBIT "A"

**SECOND AMENDMENT TO PURCHASE AGREEMENT
AND ESCROW INSTRUCTIONS**

SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS (this "*Second Amendment*"), is made as of April 17, 2017, by and between RIO SCHOOL DISTRICT, a public school district organized and existing pursuant to the laws of the State of California ("*District*"), and RIVERPARK A, L.L.C., a Delaware limited liability company ("*Owner*"), with reference to the facts set forth below.

RECITALS

A. District and Owner entered into that certain Purchase Agreement and Escrow Instructions dated as of November 18, 2015 (the "*Original Agreement*"), with respect to certain real property consisting of approximately 11.4 acres in the City of Oxnard, County of Ventura, State of California, as more particularly described in the Original Agreement.

B. The Parties previously agreed to modify the Original Agreement as set forth in that certain First Amendment to Purchase Agreement and Escrow Instructions, dated as of September 9, 2016 (the "*First Amendment*").

C. Section 4.2 of the Original Agreement states that Close of Escrow shall occur on or before the date that is six (6) months after the expiration of the Due Diligence Investigation Period. In the First Amendment, the Parties agreed to extend the Due Diligence Investigation Period to October 17, 2016, resulting in a Close of Escrow date of on or before April 17, 2017.

D. Owner is in the process of placing the Property in Construction Ready Condition as required by the Original Agreement, but will not complete the work by the current Close of Escrow. Therefore, the Parties have agreed to extend Close of Escrow as set forth herein.

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as set forth below.

AGREEMENT

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the respective meanings set forth in the Original Agreement.

2. Extension of Close of Escrow; Completion of Construction Ready Condition improvements. Pursuant to Section 4.13(b)(ii) of the Original Agreement, the Parties agree to extend Close of Escrow to a date that is on or before June 1, 2017. The Parties expressly acknowledge and agree that the purpose of this extended Close of Escrow is to provide sufficient time (a) for Owner to complete the Construction Ready Condition improvements and provide written notice of the completed work to District, and (b) for District to review the Property and evaluate whether the Property has been satisfactorily improved to Construction Ready Condition prior to Close of Escrow in accordance with Sections 4.2 and 7.3 of the Original Agreement.

3. **Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Second Amendment, including, but not limited to, executing any supplemental escrow instructions required by Escrow Holder to effectuate this Second Amendment.

4. **Miscellaneous.** Except as modified by this Second Amendment, the Original Agreement and the First Amendment shall remain in full force and effect, and are hereby ratified and confirmed. This Second Amendment may be executed in counterparts, each of which, when taken together, shall constitute one fully-executed original. Facsimile signatures and PDF signatures sent by electronic mail shall be binding for all purposes of this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the date first above written.

OWNER:

RIVERPARK A, L.L.C.,
a Delaware limited liability company

By: **Riverpark Development, L.L.C.,**
a Delaware limited liability company
Its: **Sole Member and Manager**

By: **Shea Homes Limited Partnership,**
a California limited partnership
Its: **Sole Member and Manager**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

DISTRICT:

RIO SCHOOL DISTRICT,
a public school district organized and existing pursuant to the laws of the State of California

By: _____
John D. Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

3. Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of this Second Amendment, including, but not limited to, executing any supplemental escrow instructions required by Escrow Holder to effectuate this Second Amendment.

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RIVERPARK A, L.L.C.,
a Delaware limited liability company

By: Riverpark Development, L.L.C.,
a Delaware limited liability company
Its: Sole Member and Manager

By: Shea Homes Limited Partnership,
a California limited partnership
Its: Sole Member and Manager

By: 
Name: Paul Woodruff
Title: Authorized Agent

By: 
Name: MIKE CAURI
Title: Authorized Agent

DISTRICT:

RIO SCHOOL DISTRICT,
a public school district organized and existing pursuant to the laws of the State of California

By: _____
John D. Puglisi, Superintendent

By: _____
Kristen Pifko, Assistant Superintendent

ACCEPTANCE

Escrow No. OSA-5054164

First American Title Company hereby accepts the foregoing Second Amendment and agrees to comply with the provisions of this Second Amendment.

**FIRST AMERICAN TITLE COMPANY,
Irvine, California office**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Approval of Resolution 1617/24 Providing all Children Equal Access to Education, Regardless of Immigration Status
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval of Resolution 1617/24 Providing All Children Equal Access to Education, Regardless of Immigration Status
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Superintendent Puglisi

Rationale:

The rights and responsibilities of schools districts that educate undocumented students have received renewed attention due to recent developments at the federal level. This has caused many districts to question how they can best uphold their obligation to serve all students, regardless of immigration status.

[Res161724EqualAccessRegImmigStatus041917.docx \(29 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT
Resolution 1617/24

Providing All Children Equal Access to Education, Regardless of Immigration Status

WHEREAS: The U.S. Supreme Court has held, in *Plyler v. Doe*, 457 U.S. 202 (1982), that local school districts have a constitutional mandate to educate all students residing within their jurisdictional boundaries, regardless of their immigration status;

WHEREAS: All students have a right to attend school free of bullying, intimidation, and discrimination;

WHEREAS: The Governing Board is committed to the success of all students irrespective of their immigration status or citizenship, and believes that every school site should be a welcoming place for all students and their families;

WHEREAS: The California Department of Education (CDE) has declared California public schools as welcoming, safe places for learning and teaching for all students, regardless of immigration status, reaffirming federal regulations and state law that prohibit educational agencies from disclosing personally identifiable student information to anyone, including law enforcement, without consent of a parent or guardian, or a court order or lawful subpoena, or in the case of a health emergency;

WHEREAS: The CDE recommends that local educational agencies do not collect or maintain documents that may be related to immigration status including, but not limited to, passports, visas, and social security numbers, as they are not needed by school districts, and place student privacy at an unnecessary risk;

WHEREAS: The U.S. Immigration and Customs Enforcement (ICE) 2011 policy states that immigration enforcement activity will not be conducted at any “sensitive” location, which includes schools, without special permission by specific federal law enforcement officials, unless exigent circumstances exist that are related to national security, terrorism, public safety, or where there is imminent risk of the destruction of evidence material to an ongoing criminal case; and

WHEREAS: ICE activities in and around schools and school facilities would be a severe disruption to the learning environment and educational setting for students;

NOW, THEREFORE, BE IT RESOLVED: The Governing Board reaffirms that pursuant to federal and state law, every student has the right to attend school regardless of the child’s immigration status;

BE IT FURTHER RESOLVED: That the Governing Board confirms that all District students who are eligible to receive school services, including free or reduced price lunch and

breakfast, transportation, and educational services, regardless of their immigration status, are entitled to receive those school services, and that staff shall not take any steps that would deny students access to education or the services provided based on their immigration status;

BE IT FURTHER RESOLVED: In order to provide a public education, regardless of a child's or family's immigration status, absent any applicable federal, state, local law or regulation, local ordinance, or court decision that may lawfully provide otherwise, the District shall act consistent with the following practices:

1. District personnel shall not treat students differently for residency determination purposes on the basis of their actual or perceived immigration status and shall treat all students equitably in the receipt of all school services for which they are eligible.
2. District personnel shall not inquire about a student's immigration status or require documentation of a student's legal status, such as asking for a visa or passport, during enrollment or at any other time.
3. District personnel shall review the list of documents that are currently used to establish residency and shall ensure that any required documents would not unlawfully bar or discourage a student who is undocumented or whose parents are undocumented from enrolling in or attending school.
4. District personnel shall neither require students to apply for Social Security numbers nor require students to provide a Social Security number, passport or visa.
5. District personnel shall not to allow any immigration enforcement officer or agent to enter a school site without first signing in with the school administration and making a request to enter campus, and shall forward any request by immigration enforcement agents to enter a school site (including for the services of lawful subpoenas, petitions, complaints, warrants, etc.) to the Superintendent's office for review, in consultation with District legal counsel.
6. District personnel, when encountering immigration enforcement agents who are on school grounds on account of urgent or "exigent" circumstances, shall direct them to the school office and alert an administrator to contact the Superintendent's office and legal counsel.
7. District personnel shall immediately send all requests by immigration enforcement agents for information or documents to the Superintendent, who in consultation with District legal counsel, shall consider all legally permissible actions that may be taken to respond to such requests to protect the privacy rights of students and their families.
8. District personnel shall not enter into any agreement with ICE to enforce federal immigration law, and shall not participate in any ICE or Border Patrol enforcement actions.
9. District personnel, as designated by the Superintendent, along with District legal counsel, shall review the impact of any changes in federal immigration laws, state laws, and policies or programs that may impact students, and develop solutions aimed at preventing and/or

mitigating the impact on both students and employees that may arise from the collection of, storage of, or access to any personally identifiable information for immigration enforcement purposes.

10. District personnel shall take all reasonable measures so that after-school program providers and other service providers that have access to student or family information will also follow the actions described herein.

BE IT FURTHER RESOLVED: That the Superintendent shall ensure that all teachers, school administrators and school and District office staff will be adequately trained on how to implement this Resolution;

BE IT FURTHER RESOLVED: That the Superintendent shall ensure that all parents/guardians will receive notification of this resolution to fully inform students and their families of their rights in the District;

BE IT FURTHER RESOLVED: That the Superintendent shall distribute copies of this Resolution to all school sites and to any District-authorized charter schools.

Passed and Adopted by the Rio School District Board of Trustees on April 19, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Joe Esquivel, Board President

John Puglisi, Ph.D, Board Secretary

10.3



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 16/17 RSD and RTA Tentative Agreement
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	430,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended the board take action to approve the 16/17 RSD and RTA tentative agreement.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: The Rio School District and Rio Teacher's Association negotiating teams have reached a tentative agreement for the 2016/2017 school year. The details of that agreement include:

- a 2% on schedule salary increase;
- a three year contract agreement;
- language agreement on articles regarding Member Safety, Pregnancy Disability Leave/Child Bonding, Peer Assistance and Review and Jury Duty;
- the parties also agreed to meet in smaller committees to discuss the Specialized Academic Instruction (SAI) job description and Middle School Parent Conferences;
- the parties agreed to bring forward a minimum of two years (17/18 and 18/19) of academic calendar for approval.

The full agreement is attached within this board docket. Upon approval by the board and ratification by RTA, the details of the tentative agreement will be implemented.

[1617 RSD and RTA Tentative Agreement.pdf \(6,101 KB\)](#)

[AB 1200 Disclosure for RTA.pdf \(1,531 KB\)](#)

Administrative Content

**Rio School District and Rio Teacher's Association
Tentative Agreement for the 2016/2017 School Year
Agreed to on April 3, 2017**

1. Article I Agreement:

July 1, 2017- June 30, 2020. This agreement allows for reopeners each year (Salary, Benefits, plus one article each unless it is mutually agreed upon to open more).

Year 1 (2017/2018) – Salary, Benefits, plus one article unless it is mutually agreed upon to open more.

Year 2 (2018/2019) - Salary, Benefits, plus one article unless it is mutually agreed upon to open more.

Year 3 (2019/2020) – Entire contract is open.

Negotiations for the 2020/2021 school year will commence no later than May 1, 2020.

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

2. Article XIX Compensation:

- a. 2% salary increase on schedule retroactive to July 1, 2016. For the 2016-2017 school year, RTA shall receive no less in an across the board salary schedule increase than any other represented employee group. This provision does not apply to additional staffing, classification actions, or reclassification actions.
- b. c Director Stipend: 200+ students = \$2,500 annually, 0-199 students = \$2,000 annually.
- c. The District and the Association negotiations teams shall form an Ad-Hoc Budget Committee. The Committee will collaborate in an effort to reach a common understanding of the district's financial condition. In order to achieve this goal, the committee shall collaboratively analyze the budget and share budgeting priorities. The result of the Committee meetings will be reported to the negotiations teams. The Committee shall meet prior to the development of the budget for the subsequent school year. The Committee will adopt and amend by-laws that govern their Committee.

3. Article VII Member Safety:

Status Quo language

As discussed, RTA and the District agree that the procedures outlined in the parental handbook for "visitors on campus" and review it annually with site administrators, department heads and school staff.

4. **Article X Pregnancy Disability Leave (PDL)/Child Bonding:** As proposed (see attached)
5. **Article VI Leaves of absences and jury duty:** TA 2/28/17
6. **Middle School Parent Teacher Conferences:** The District and RTA agree to form a 4 member committee (2 RTA/2 District) to analyze options and make a recommendation to the bargaining teams no later than May 15, 2017.
7. **JD SAI:** The District and RTA agree to continue discussions on the SAI job description with 3 RTA/3 District members until agreement is reached.
8. **Article XXVIII Peer Assistance and Review:** Clean up language as proposed with changes and discussed on 3/2/17 (see attached)
9. **Academic Calendar:** Per Article VI Unit Member Work Day/Work Year/Work Conditions, Section F, the Calendar Committee will meet to establish a minimum of two years (17/18 and 18/19) academic calendars.

For RSD

Carolyn Bernad
Veronica Panchenko
Kate R.
[Signature]

For RTA

Maria Hat
Maria Ojoto
[Signature]
[Signature]
[Signature]

**RSD and RTA Side Letter Agreement
Unit Member Sick Leave Usage
April 3, 2017**

When a unit member has exhausted their PNL (Personal Necessity Leave) days according to Article IX, Section I, 2.a, "Death or serious illness of the employee's immediate family" and continues to be absent on account of this reason, the unit member will be allowed to use their personal sick leave to cover such absences.

The unit member will be required to provide verification in order to use their personal sick leave to cover such absences.

A unit member may not use leave under Article IX, Section E for this purpose.

Article IX, Section J, Catastrophic Illness Benefit remains in effect.

This side letter will be in effect until new language is negotiated and agreed to. Article IX will be an automatic reopener for the 2017/2018 school year. This will not count against either side's reopeners.

CB
4/3/17

MV
4/3/17

Article VIII Class Size:

A. Maximum Class Size Limits:

Self-Contained SAI	16
Kindergarten	24
First Grade	26
Second/Third	30
Fourth/Fifth	31
Sixth/Seventh/Eighth	31
Middle School Courses:	31
Middle School Exceptions:	
Exploratory Wheel	
Advanced Technology	28
Physical Education	42
Music Instrumental	40
Chorus	40
Alternative	15

Unless mutually agreed upon by the classroom teacher, the site administrator and the Association President, maximum class size shall not be exceeded for longer than 5 weeks. The five -week period (25 consecutive school days) commences with the first day of the student academic school year.

If in agreement, the classroom teacher, the site administrator and association president will sign a waiver allowing the class size maximum overage to occur for the remainder of the year. The teacher will receive class size overage compensation for the period of time the overage occurs.

Elementary teachers will be compensated \$10 per student, per day;

Middle school teachers will receive \$5 per student, per section.

After the five-week period, should a student enrolling in school causing the class size maximum to be exceeded, and no agreement regarding the class size overage is signed, the following shall occur:

The District will place the student at his/her home school. The District will have five days to determine the student's yearlong placement. Beginning with the first day of placement, the elementary school teacher will be compensated \$10 dollars per day, per student, the middle school teacher \$5 per student, per period. The maximum number of overage students that can be placed on the roster(s) of a middle school teacher is three, whether it

CB 4/2/17
MV 4/3/17

is three students in one period, one student in three separate classes, or some other combination, three in an entire school day is the maximum. (The site administrator will ensure equity and balance when placing student overages.)

At no time after the five-week period shall a class exceed 3 more than the class size maximum in grades 1-8 and 1-8 self-contained SAI and 2 more than the class size maximum in Kindergarten and Kindergarten self-contained SAI.

Special Day Class Self-Contained SAI class size maximum is sixteen (16). If the class exceeds this maximum, in addition to the above, an additional instructional assistant will be provided for the instructional day. Agreed

It is the goal of the District and RTA for mild-to-moderate self-contained combination classes to consist of no more than 2 grade levels and for said grade levels to be consecutive.

In the event a mild-to-moderate self-contained combination SAI class exceeds two grade levels, then the District shall provide 120 daily minutes of push-in teacher support, effective the first school day the SAI class exceeds two grade levels and continuing every day thereafter until the SAI class returns to two grade levels.

The District shall make every reasonable effort to provide a push-in teacher. When there is no push-in teacher available, the District shall provide a substitute push-in teacher. If a substitute push-in teacher is unavailable, the SAI teacher shall be entitled to work one hour after the end of his/her professional day at the hourly rate of \$40.00.

Push-in support provided to an SAI teacher under Article VI Section D shall satisfy the District's obligation to that teacher per this agreement. Agreed

The RSP assignment ratio will follow the state mandated formula. Any waiver of the ration will follow class size procedures for regular classroom teachers.

The Principal shall ensure equity in teaching loads when placing students.

This agreement calls for hard class caps at all grade levels, including self-contained SAI, with additional students with consent. Consent is defined as mutual agreement between the classroom teacher, the site administrator and the Association President.

For the purposes of Grade Span Adjustment ("GSA"), Kindergarten is capped at 24-1 with up to two additional students with consent. First grade is capped at 26-1 with up to three additional students with consent. Grades 2-3 are capped at 30-1 with up to three additional students with consent. These caps are more restrictive than an "annual average class enrollment for each school site" and therefore constitute a valid collectively bargained alternative ratio for the purposes of compliance with LCFF GSA" requirements. This alternative ratio applies at every elementary school site in the District (Rio Plaza, Rio Real, Rio del Norte, Rio del Mar, Rio Lindo, Rio Rosales and Rio

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STEAM Academy – even if renamed).

Should it become apparent that this language does not satisfy LCFF GSA requirements, the parties shall immediately meet in order to bring the class size provisions set forth in this Agreement and the Collective Bargaining Agreement into compliance with the collective bargaining agreement exceptions provided for in the new GSA statutory provisions.

Remedies for class size overages are included in this article.

- B. Transfer of children to maintain equitable distribution shall be on the basis of last enrolled, not on randomly-selected children.
- C. The District will make every attempt to avoid a K-1 combination class.
- D. A combination reduction is always one less than the lower class size per contract language.
- E. TK/K combo shall receive 60 school days of a 4 hour Instructional Assistant commencing from the first day of the combo, or no later than 15 working days from the creation of the combination class. If the teacher desires an Instructional Assistant schedule for other than the first 60 days after the combo is created, he/she will work collaboratively with his/her site administrator to develop a mutually agreeable schedule within ten (10) working days from the first day of the combo. When the schedule is agreed upon, Human Resources will staff the Instructional Assistant assignment not later than fifteen (15) working days. If the District does not have sufficient IA's to support this assignment, the District shall be deemed compliant so long as the IA position is being actively recruited.
- F. The Principal will ensure that students with special needs will be equitably distributed amongst the teachers within the appropriate grade level and program. If the Principal, affected teacher(s) and the Association agree, this provision may be waived.
- G. Combination assignments will be rotated in a fair and equitable manner with attempts made to avoid combination classroom assignments to new teacher inductees.

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A R T I C L E X
PREGNANCY DISABILITY LEAVE (PDL)/CHILD BONDING

A. Pregnancy Disability Leave

1. Employees covered by this Agreement shall be entitled to use personal illness leave (sick leave) as set forth in this Agreement for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from, on the same terms and conditions governing leave of absence for other illnesses, injuries or medical disabilities. ~~Such leave shall not be used for child care, child rearing or preparation for child bearing, but shall be limited to those disabilities caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from.~~
2. The length of such pregnancy disability leave, including the date on which the employee's duties with the District are to be resumed, shall be determined by the employee and the employee's physician, subject to the following conditions: An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able properly to perform her required duties and responsibilities and has submitted the necessary doctor's verification.
3. Bargaining unit members shall be entitled to leave without pay or other benefits for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, when all current, accumulated and differential pay sick leave has been exhausted. The date on which the employees shall resume duties shall be determined by the employee on leave and the employee's physician, provided, however, that the District management may require a verification of the extent of the disability.
4. This leave shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence disabilities caused by childbirth be treated the same as leaves for other illnesses, injuries or disabilities.
5. Whenever the District determines that it may be appropriate to require additional verification of any of the disabilities referred to above, said verification shall be achieved through one of the following two methods — the option to be exercised by the affected employee; in the event the employee does not exercise an option upon request, the District may proceed with option "1" below:
 - a. District management may require a verification of the extent of disability through a physical examination of an employee by a physician appointed by the District, at District expense.

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- b. An additional medical examination shall be conducted by the employee's physician at District expense. In the event the employee chooses to exercise this option, the employee's physician's verification shall be on a form provided by the District.

B. CHILD BONDING

1. As provided by Education Code section 44977.5, unit members shall be entitled to parental leave as set forth in this section.
2. For purposes of this section, "parental leave" means leave for the purpose of bonding with the unit member's newborn child, or with a newly placed child in the unit member's household for adoption or foster care. Parental leave does not include leave taken for the employee's disability due to pregnancy, childbirth, or recovery therefrom.
3. Unit members shall use current and accumulated sick leave for parental leave, for up to 12 of the unit member's workweeks.
4. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave, he or she shall be entitled to differential pay in accordance with Article IX for the remainder of the 12-week leave.
5. The unit member must give the District at least 30 days' advance written notice of his or her intention to use parental leave and the anticipated dates of the leave, except for extenuating circumstances.
6. Parental leave must be used within 12 months following the birth or placement of the child. Parental leave must be taken in increments of at least 2 weeks' duration.
7. Parental leave under this section runs concurrently with parental (child bonding) leave under the California Family Rights Act (CFRA). The total amount of parental leave may not exceed 12 workweeks in any 12-month period.

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ARTICLE XXVIII
PEER ASSISTANCE AND REVIEW PROGRAM

- A. The Rio Teachers Association and the Rio School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. This paragraph describes the joint beliefs of the parties, and is not subject to Article XXII.

1. Purpose

- a. The Peer Assistance and Review Program allows exemplary teachers to assist teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- b. The extent of the program's assistance and review depends on whether the participating teacher is a "Referred Participating Teacher" who has received an overall unsatisfactory evaluation as specified in ~~Section 2.6, article XVIII~~, a "Volunteer Participating Teacher" with permanent status, or a "Beginning Teacher". The Program's assistance shall be provided through Consulting Teachers as described in detail in Section 4 4.3 of this document.
- e. The Joint Panel shall annually determine funding priorities pursuant to Section 4 4.1.7 of this document, consistent with the following priorities: first, to serve any Referred Participating Teachers; and to provide the District's matching fund requirement for the BTSA Program required by Education Code section 44279.2(e)(4); second to serve Voluntary Participating Teachers; and third to serve a Beginning Teacher who is not receiving services through the Mentor Induction Program. ~~or Beginning Teachers who do not receive services through the BTSA Program; and third to provide supplemental services to Beginning Teachers who receive BTSA services.~~
- d. ~~The Joint Panel will determine how to provide the District's BTSA matching fund requirement using Panel funds and/or in-kind District resources.~~

2. Definitions for purposes of this article

- a. "Classroom Teacher" or "Teacher." Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article XVIII of the agreement, except a District nurse.
- b. "Participating Teacher." A unit member who is a classroom teacher who either volunteers or is required by this agreement to participate in the program.
- c. "Consulting Teacher." An exemplary teacher meeting the requirements outlined in ~~of Section 4 4.2.1~~ who is selected by the Joint Panel to provide program assistance to a Participating Teacher.
- d. "Beginning Teacher." Any unit member having probationary or temporary status, or any District teaching intern participating in a program established

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- according to Education Code sections 44305, et seq. and 44325, et seq.
- e. "Voluntary Participating Teacher." Any permanent teacher wanting to engage in a professional growth activity utilizing a Consulting Teacher or other assistance provided through the Peer Assistance and Review Program.
 - f. "Referred Participating Teacher" or "Referred Teacher." A unit member with permanent status who is evaluated under Article XVIII and whose most recent summative evaluation form includes an overall evaluation rating of unsatisfactory, and an unsatisfactory rating in at least one of the following areas:
 - (1) Engaging and Supporting All Students in Learning
 - (2) Creating and Maintaining Effective Environments for Students Learning
 - (3) Understanding and Organizing Subject Matter for Student Learning
 - (4) Planning Instruction and Designing Learning Experiences for All Students
 - (5) Assessing Student Learning
 - (6) Developing as a Professional Educator
 - g. "Principal" or "evaluating Principal" or "evaluator." The certificated administrator appointed by the District to evaluate a certificated teacher.

3. Program Outline

- a. **For Referred Participating Teachers**
 - (1) Any permanent teacher with an overall unsatisfactory performance evaluation as specified in Article XVIII Section 2.6 must participate in the program.
 - (2) The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Referred Teacher's evaluator after the Referred Teacher receives the overall unsatisfactory rating as specified in Article XVIII Section 2.6. The evaluator shall use ~~Form I~~ the appropriate form (Negotiated certificated assistance plan).
 - (3) These recommendations shall be written, aligned with student learning, clearly stated, and consistent with Education Code section 44662. These recommendations shall be considered as the performance goals required by Education Code sections 44664(a) and 44500(b)(2). The evaluator's written recommendations required and outlined in Article XVIII by this section (~~Form 1~~) shall identify the specific CSTP Standards and Key Elements (July 1997 Edition, as set forth in the District Forms and Guidelines) on which the teacher needs to improve.
 - (4) The Principal, the Consulting Teacher assigned to the Referred Teacher, and the Referred Teacher shall meet and discuss the performance goals outlined by the Principal as required by Sections 2.1.2 and 3.1.2.1 and the types of assistance that can be provided through the Consulting Teacher.
 - (5) The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Teacher.
 - (6) The Consulting Teacher and the Referred Teacher shall meet to develop the assistance plan. The Consulting Teacher has the final responsibility for developing the assistance plan. After the meeting, the Consulting Teacher will provide the assistance set forth in the assistance plan. ~~Section 4.1~~

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- (7) The Consulting Teacher shall conduct multiple classroom observations of each Referred Teacher assigned to the Consulting Teacher, and shall have conferences before and after the observations as needed.
- (8) No later than 47 calendar days before the end of the school year, the Consulting Teacher, ~~using Form 2~~, shall complete a written report regarding the Referred Teacher's participation in the program consisting of: ~~(1)~~ a description of the assistance provided to the Referred Teacher; and ~~(2)~~ an assessment of whether or not the assistance provided has helped the Referred Teacher improve in the performance goals as outlined in the assistance plan, required by Sections 3.1.2 and 3.1.2.1. This report shall be submitted to the Joint Panel, with a copy also submitted to the Referred Teacher and the Principal.
- (9) The Consulting Teacher shall discuss the report with the Referred Teacher to receive his or her input before it is submitted to the Joint Panel. The Referred Teacher shall sign the report signifying that he or she has received the report. The Referred Teacher shall have the right to attach written comments to the final report before it is submitted to the Joint Panel.
- (10) The report of the teacher's participation in the program, ~~as defined in Section 3.1.3~~, shall be made available as part of the Referred Teacher's annual evaluation conducted pursuant to Education Code section 44662.
- (11) The Consulting Teacher's report on the participation in the program, ~~as defined in Section 3.1.3~~, shall be made available for placement in the Referred Teacher's personnel file. Either the Referred Teacher or his/her evaluator may require that the report be placed in the personnel file.
- (12) After reviewing the report ~~required by Section 3.1.3~~, the Joint Panel, ~~using Form 2~~, shall report to the School District Governing Board one of the following:
 - (a) The assistance provided has helped the Referred Participating teacher to improve. ~~As specified in Section 3.1.8~~, such the Referred Participating Teacher will continue in the program until the Referred Participating Teacher receives an overall satisfactory summative evaluation.
 - (b) The assistance provided has not helped the Referred Participating Teacher to improve, but the Referred Participating Teacher will benefit from continued participation in the program. ~~As specified in section 3.1.8~~, such the Referred Participating Teacher will continue in the program until the Referred Participating Teacher receives an overall satisfactory summative evaluation.
 - (c) The Referred Participating Teacher, after receiving sustained assistance under the program, is unable to demonstrate satisfactory improvement, and therefore would not benefit from continued participation in the program. ~~As specified in Section 3.1.8~~, such the Referred Participating Teacher will stop participating in the program.
 - (d) The Referred Teacher will continue participating in the program until the Joint Panel determines the Referred Teacher no longer benefits from participation in the program ~~as specified in Section 3.1.7(3)~~, or the Referred Teacher receives an overall satisfactory rating on his/her summative evaluation form, or the Referred teacher is separated from the District.

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- b. **For "Voluntary Participating Teachers"**
- (1) The Joint Panel annually will determine what level of funding will be available under the program to serve Voluntary Participating Teachers ~~consistent with the funding priorities outlined in Section 4. consistent with the funding priorities described in Section 1.3.~~ Based on its decisions regarding funding availability, the Joint Panel annually will determine the type and level of assistance that will be provided to these voluntary requests programs.
 - (2) Voluntary Participating Teachers may request the services of a Consulting Teacher or other assistance from the program. The Joint Panel shall determine the procedures Voluntary Participating Teachers shall follow to request program assistance.
 - (3) Because permanent teachers with satisfactory performance are not mandated by law to participate in the program, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Voluntary Participating Teachers, nor forward to the Governing Board the names of volunteer teacher participants.
 - (4) To the extent allowed by law, the Joint Panel shall establish appropriate rules and procedures to maintain confidentiality of communication between the Consulting Teacher and a Voluntary Participating Teacher.
- c. **For "Beginning Teachers"**
- (1) The primary assistance for beginning teachers shall be delivered through the District's **BTSA Mentor Induction Program**.
 - (2) Consistent with the priorities set forth in ~~Section 1 in Section 1.3~~ the Joint Panel annually will determine what level of funding will be available under the PAR Program to serve Beginning Teachers who are not served through the **BTSA Mentor Induction Program** ~~as well as to provide supplemental services to Beginning Teachers who receive BTSA services,~~
 - (3) Because Beginning Teacher participation in the program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Governing Board the names of individual Beginning Teachers who participated in the program.
 - (4) To the extent allowed by law, the Joint Panel shall establish appropriate rules and procedures to maintain confidentiality of communication between the Consulting Teacher and a Beginning Teacher.

4. Governance and Program Structure

- a. **The Joint Panel**
- (1) The Peer Assistance and Review Program will be administered by a Joint Panel consisting of five members, three of whom shall be certificated classroom teachers appointed by the Rio Teachers Association, and two of whom shall be administrators appointed by the Rio School District.
 - (2) Qualifications for the teacher representatives shall be determined by the

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Association.

- (3) A Joint Panel member's term shall be two years, and members may be reappointed to successive terms without limit.
- (4) The Joint Panel will strive to make all decisions through consensus, including decisions in the areas of appointments, reports, and recommendations to the Governing Board, and program plan and budget. Failing a consensus, decisions will be made by majority vote of the Panel members (i.e. at least 3 votes). Three members, including at least one administrator, will be necessary to constitute a quorum for purposes of meeting and conducting business.
- (5) Teacher members of the Joint Panel shall receive a stipend of \$2,000 for their work on the Joint Panel during the first school year of this Program (2000-2001), beginning on July 1, 2000. The question of whether and how much pay Joint Panel members will receive in future years will be determined by the negotiating parties. The Joint Panel shall recommend pay levels for future years to the negotiating parties.
- (6) The Joint Panel shall be responsible for the following:
 - (a) In consultation with the District, providing training for the Joint Panel members, Consulting Teachers, and Participating Teachers. Although consultation is required regarding this training, District-approval is not.
 - (b) Establishing internal operating procedures for the Panel, including the method for the selection of a Chairperson.
 - (c) Establishing a procedure for application as a Consulting Teacher.
 - (d) Selecting and assigning Consulting Teachers.
 - (e) Determining the effectiveness of the Consulting Teacher in the role of Consulting Teacher.
 - (f) Selecting trainers and/or training providers.
 - (g) Sending written notification of participation in the PAR program to the Referred Participating teacher, the Consulting Teacher and the site principal.
 - (h) Adopting rules and procedures to effect the provisions of this Article. These rules and procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail. Because the "development and implementation" of this program are subject to the bargaining process, the Joint Panel will submit any adopted rules or procedures to the Association and the District for review and approval before implementing the adopted rules or procedures. If either party does not approve the Panel's adopted rules or procedures, then the rules or procedures will not be effective until agreed upon or the completion of the bargaining process.
 - (i) Determining the number of Consulting Teachers in any school year, based upon the number of Participating Teachers, the budget available and other relevant considerations.
 - (j) Determining the release time parameters for Consulting Teachers.
 - (k) Submitting to the Governing Board and the Association an annual evaluation of the program's impact, and recommendations for improvements to be made in the program. In preparing this report, the Joint Panel shall consider the input provided by consulting teachers.

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- (7) The Joint Panel shall use the following procedure for establishing the annual program plan and budget:
- a. By May 15 of each fiscal year, the Joint Panel will establish a program and budget for the succeeding year. The Joint Panel shall first ensure that the program and budget provide sufficient resources to serve any Referred Participating Teachers, ~~and to provide the District's matching fund requirement for the BTSA Program as required by Education Code section 44279.2(e)(4). In-kind matching resources provided under the PAR Program shall count toward the BTSA match requirement to the extent allowed by State law, regulations, and guidelines, and guidelines established by the Ventura County Superintendent of Schools Office.~~ The Joint Panel's subsequent priorities shall be as set forth as follows: ~~in Section 1.3.~~
- (8) In establishing the program and budget, the Joint Panel annually will consider:
- a. The estimated state revenues for the program.
 - b. The estimated expenditures involving projected number of Referred Participating Teachers with an unsatisfactory evaluation;
 - c. ~~projected funding required to pay the District's matching fund requirement for the BTSA Program as required by Education Code section 44279.2(e)(4);~~
 - d. projected number of Voluntary Teachers;
 - e. projected number of Beginning Teachers (if applicable) to be served by the program;
 - f. projected number of Consulting Teachers needed to service the projected need;
 - g. release time for the Joint Panel and Consulting Teachers;
 - h. pay for Joint Panel members (if applicable);
 - i. pay for Consulting Teachers that is consistent with the level of work expected of each Consulting Teacher;
 - j. projected costs for training, administrative overhead, and if necessary, legal and consulting assistance;
 - k. any expenditure of program funds authorized by Education Code section 44506(b).
- (9) By June 1, the Joint Panel will submit the program plan/budget to the Association and the District for approval. If both parties do not approve the plan/ budget, they may modify it by mutual agreement. By July 1, if the parties cannot reach agreement to either approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Joint Panel.
- (10) The Joint Panel needs no additional internal rules or procedures to expend PAR funds; however, all relevant District-wide, county, and state fiscal rules and procedures shall be followed.
- (11) Except as otherwise required by law, all proceedings and materials related to identifiable individual employees shall be closed and confidential.
- (12) Association members who perform functions as Joint Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.

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b. Consulting Teacher

- (1) A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the rules and procedures provided that the following shall constitute minimum qualifications:
 - a. A clear credentialed classroom teacher with permanent status who has taught in a classroom for at least five (5) years in the Rio School District, with classroom teaching experience within the last three (3) years.
 - b. Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and mastery of a range of teaching strategies necessary to meet students' needs in different contexts.
 - c. Ability to work cooperatively and effectively with teachers, administrators, and others.
- (2) Consulting Teacher position vacancies shall be posted by the District. The Joint Panel will make the selection, which will be forwarded to the District. The Joint Panel's procedures for selecting Consulting Teachers shall include provisions for classroom observation of Consulting Teacher candidates. The Joint Panel may select teachers employed as Consulting Teachers in other school districts to serve as Consulting Teachers.
- (3) The Joint Panel will assign Consulting Teachers. The Consulting Teacher or the Participating Teacher may petition the Joint Panel for an assignment change.
- (4) A Consulting Teacher's term will be three (3) years. The Joint Panel will determine whether to impose limits on the number of successive terms, if any, a Consulting Teacher may serve.
- (5) The Consulting Teacher shall provide an annual assessment of the program's overall effectiveness and specific areas for improvement in the program.
- (6) For the first school year of the program (2000-2001), the Joint Panel shall determine the pay for Consulting Teachers. The first year's pay shall not constitute the status quo, and in future years the parties shall negotiate pay for Consulting Teachers during negotiations on salary.
- (7) A Consulting Teacher shall be provided release time to the extent provided for within the PAR Program budget and as approved by the Joint Panel.
- (8) The Consulting Teacher shall continue all rights of bargaining unit members.

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- (9) Consulting Teachers' assistance may include, but not be limited to, the following activities:
- a. providing coaching and consultative assistance;
 - b. observations of the Participating Teacher during periods of classroom instruction;
 - c. allowing the Participating teacher to observe the Consulting Teacher or other selected teachers;
 - d. enabling the Participating Teacher to attend specific training in specified teaching techniques or in designated subject matter; and
 - e. other activities which, in the professional judgment of the consulting teacher, will assist the Participating Teacher to improve as a teacher.
- (10) Association members who perform functions as Consulting Teachers under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

5. **Other Provisions**

- a. Functions performed by unit members under this Article shall not constitute either management or supervisory functions as defined by Government Code sections 3540.1(g) and (m).
- b. The assistance and review provided under this program shall not involve the participation in or the conducting of the annual evaluation of certificated unit members as set forth in Article XVIII of the Agreement, and Education Code section 44660, et seq. The District has the final authority to determine whether the Participating Teacher has been able to demonstrate satisfactory improvement on the performance evaluation and met applicable standards.
- c. The annual evaluation of the PAR Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act (Government Code section 6250, et seq.). Documents and information relating to identifiable individuals' participation in the Program will be regarded as a personnel matter and subject to the personnel record exemption of the Public Records Act.
- d. All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
- e. All the documents for the program will be filed in the personnel office separately from the individual personnel records, except as set forth in **Section 3 Sections 3.1.5 and 3.1.6** above. The Joint Panel shall have access to all Program documents, records, and reports.

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DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District

Name of Bargaining Unit: Rio Teachers Association

The proposed agreement covers the period:
 Beginning: 7/1/2016
 Ending: 6/30/2017

Employee Type:
 Certified: x
 Classified: _____

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 19-Apr-17

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1. Salary Schedule - Increase/(Decrease)	\$ 18,459,176	\$ 370,000 2.00%	\$ 370,000 2.00%	\$ 370,000 2.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,022,011	\$ 60,000 1.99%	\$ 60,000 1.99%	\$ 60,000 1.99%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 21,481,187	\$ 430,000 2.00%	\$ 430,000 2.00%	\$ 430,000 2.00%
7. Total Number (FTE) of Represented Employees	# 243	# 243	# 243	# 243
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 88,546	\$ 1,772 2.00%	\$ 1,772 2.00%	\$ 1,772 2.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 250	\$ 255 2.00%	\$ 255 2.00%	\$ 255 2.00%
-Maximum Daily Rate	\$ 545	\$ 556 2.00%	\$ 556 2.00%	\$ 556 2.00%
-Substitute Daily Rate	\$ 120	\$ 120 0.00%	\$ 120 0.00%	\$ 120 0.00%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 17,531	\$ 17,531 0.00%	\$ 17,531 0.00%	\$ 17,531 0.00%
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

reductions in certificated compensation are planned in order to support the salary increase

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

operating surplus

2. How will the ongoing cost of the proposed agreement be funded in future years?

reductions to certificated compensation are planned

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

No funding changes assumed. Obligation would be funded through spending reductions

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	56,309,280
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	1,689,278

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	1,689,278
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	795,436
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	2,484,714

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

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

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



 District Superintendent
 (Signature)

4.4.17

 Date



 District Chief Business Official
 (Signature)

4/4/17

 Date

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of March 15, 2017)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	46,783,352			46,783,352
Remaining Revenues (8100-8799)	9,228,395			9,228,395
TOTAL REVENUES	56,011,747	0	0	56,011,747
EXPENDITURES				
1000 Certificated Salaries	22,802,344	370,000	(489,800)	22,682,544
2000 Classified Salaries	6,619,567		108,000	6,727,567
3000 Employees' Benefits	12,315,226	60,000	(48,200)	12,327,026
4000 Books and Supplies	3,713,246			3,713,246
5000 Services and Operating Expenses	6,626,434			6,626,434
6000 Capital Outlay	795,431			795,431
7100-7499 Other	3,188,711			3,188,711
TOTAL EXPENDITURES	56,060,959	430,000	(430,000)	56,060,959
OPERATING SURPLUS (DEFICIT)	(49,212)	(430,000)	430,000	(49,212)
OTHER SOURCES AND TRANSFERS IN	95,046			95,046
OTHER USES AND TRANSFERS OUT	248,321			248,321
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(202,487)	(430,000)	430,000	(202,487)
BEGINNING BALANCE	4,512,667			4,512,667
CURRENT YEAR-ENDING BALANCE	4,310,180	(430,000)	430,000	4,310,180
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000			30,000
Restricted (9740)	1,515,466			1,515,466
Committed (9750 / 9760)				0
Assigned (9780)	280,000			280,000
Reserve for Economic Uncertainties (9789)	1,689,278			1,689,278
Unappropriated Amounts (9790)	795,436	(430,000)	430,000	795,436

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

Reductions in certificated staffing are planned, also included is the cost of a 2% increase for the other two units

10.4



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 2016/2017 Salary Increase for Management/Non-represented Employee Groups
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	80,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the board approve an equivalent salary increase for the 2016/2017 school year to its' non-represented employee groups.
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 has reached a tentative agreement for a salary increase with the Rio Teacher's Association for the 2016/2017 school year.

Non-represented groups do not negotiate for themselves and agree to receive the same salary increases that are negotiated with the represented employee groups.

With the approval from the board tonight, the District can move forward with providing an equivalent salary increase as agreed to with the RTA to its' management employees, confidential employees, school counselors, school psychologists, District nurse and other non-represented employees.

[AB 1200 Disclosure for non-represented groups.pdf \(1,538 KB\)](#)

Administrative Content

Executive Content

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Rio School District
 Name of Bargaining Unit: Rio Management, Confidential and other non represented employee groups

The proposed agreement covers the period:
 Beginning: 7/1/2016 Employee Type:
 Ending: 6/30/2017 Certified: x
 Classified: x

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: 19-Apr-17

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2016-17	Year 2 2017-18	Year 3 2018-19
1. Salary Schedule - Increase/(Decrease)	\$ 3,205,867	\$ 64,000 2.00%	\$ 64,000 2.00%	\$ 64,000 2.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 800,073	\$ 16,000 2.00%	\$ 16,000 2.00%	\$ 16,000 2.00%
5. Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 4,005,940	\$ 80,000 2.00%	\$ 80,000 2.00%	\$ 80,000 2.00%
7. Total Number (FTE) of Represented Employees	# 38	# 38	# 38	# 38
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 105,419	\$ 2,105 2.00%	\$ 2,105 2.00%	\$ 2,105 2.00%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 250	\$ 255 2.00%	\$ 255 2.00%	\$ 255 2.00%
-Maximum Daily Rate	\$ 545	\$ 556 2.00%	\$ 556 2.00%	\$ 556 2.00%
-Substitute Daily Rate	\$ 120	\$ 120 0.00%	\$ 120 0.00%	\$ 120 0.00%
9b. - Annual Health/Welfare Benefit amount per FTE	\$ 17,531	\$ 17,531 0.00%	\$ 17,531 0.00%	\$ 17,531 0.00%
<input type="checkbox"/> Actual <input type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
School District: Rio School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

reductions in certificated compensation are planned in order to support the salary increase.

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

operating surplus

2. How will the ongoing cost of the proposed agreement be funded in future years?

reductions to certificated compensation are planned

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

No funding changes assumed. Obligation would be funded through spending reductions

Disclosure of Collective Bargaining Agreement

School District: Rio School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$	56,309,280
b. State Standard Minimum Reserve Percentage for this District		3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$65,000 for a district with less than 1,001 ADA)	\$	1,689,278

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

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$	1,689,278
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$	795,438
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$	
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$	
e. Total District Budgeted Unrestricted Reserves	\$	2,484,714

3. Do Unrestricted reserves meet the state standard minimum reserve amount?


Yes

No

H. Certification

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

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



 District Superintendent
 (Signature)

4.4.17

 Date



 District Chief Business Official
 (Signature)

4-4-17

 Date

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of March 15, 2017)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
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TOTAL REVENUES	56,011,747	0	0	56,011,747
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2000 Classified Salaries	6,619,567	12,000	96,000	6,727,567
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5000 Services and Operating Expenses	6,626,434			6,626,434
6000 Capital Outlay	795,431			795,431
7100-7499 Other	3,188,711			3,188,711
TOTAL EXPENDITURES	58,060,959	80,000	(80,000)	56,060,959
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OTHER SOURCES AND TRANSFERS IN	95,046			95,046
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*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	(202,487)	(80,000)	80,000	(202,487)
BEGINNING BALANCE	4,512,667			4,512,667
CURRENT YEAR ENDING BALANCE	4,310,180	(80,000)	80,000	4,310,180
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000			30,000
Restricted (9740)	1,515,466			1,515,466
Committed (9750 / 9760)				0
Assigned (9780)	280,000			280,000
Reserve for Economic Uncertainties (9789)	1,689,278			1,689,278
Unappropriated Amounts (9790)	795,436	(80,000)	80,000	795,436

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

Reductions in certificated staffing are planned, also included is the cost of a 2% increase for the other two units

10.5



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Rio School District Reopener Proposals with California School Employees' Association, Chapter 329 for the 16/17 school year
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended the board approve the Rio School District's initial proposal for reopeners for negotiations with CSEA Chapter 329 for the 16/17 school year
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: Pursuant to the provisions of Government Code Section 3547, the Governing Board must formally inform the public, through notice of and by conducting a Public Meeting, to receive input from the community prior to the initiation of negotiations.

Accordingly, the Rio School District's initial proposal for reopeners to commence the 16/17 negotiations cycle is recommended for adoption after a Public Meeting is held at a regular meeting of the Governing Board on April 19, 2017.

[1617 RSD to CSEA Sunshine Proposals.docx \(12 KB\)](#)

Administrative Content

Executive Content

Rio School District

To The California School Employees Association and its Rio Chapter 329

Reopener Negotiations 2016-2017

The Rio School District presents their intent to reopen the contract provisions of the CSEA collective bargaining agreement for reopener negotiations.

Article 4 – Salary

Discussion of topics that fall under salary such as an across the board salary increase, reclassification of positions, additional staffing.

Article 9 – Leave

The District has an interest in reviewing this article and updating language as it relates to recent passage of legislation around FMLA/CFRA and the new child bonding laws.

In the spirit of collaboration, additional articles may be reopened as mutually agreed to between the parties.

10.6



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 CSEA, Chapter 329 Sunshine Proposal for Negotiations with RSD for the 16/17 school year
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended the board approve CSEA, Chapter 329 sunshine proposal for negotiations with RSD for the 16/17 school year.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Carolyn Bernal

Rationale: Pursuant to the provisions of Government Code Section 3547, the Governing Board must formally inform the public, through notice of and by conducting a Public Meeting, to receive input from the community prior to the initiation of negotiations.

Accordingly, CSEA, Chapter 329 sunshine proposals for negotiations to commence the 16/17 negotiations cycle is recommended for adoption after a Public Meeting is held at a regular meeting of the Governing Board on April 19, 2017.

Administrative Content

[CSEA - Initial proposals.docx \(18 KB\)](#)

Executive Content



CSEA – Rio Chapter #329

CLASSIFIED SCHOOL EMPLOYEES ASSOCIATIONS (CSEA) CHAPTER #329 HAS AN INTEREST IN NEGOTIATIONS FOR THE FOLLOWING ARTICLES WITH THE RIO SCHOOL DISTRICT FOR 2016-2017.

Article 2 – Association Rights: CSEA seeks to obtain an additional 40 hours of dedicated yearly Release Time for the purposes of attending CSEA Annual Conference.

Article 4 – Salary: CSEA seeks an equitable and fair salary increase across the salary Schedule and enhance longevity beyond 30 years.

Update Teacher Support Program Wildman Paraprofessional Teacher Training to it's successor program; California Classified School Employee Teacher Credentialing Program (CSEP).

Article 6 – Employee Benefits: CSEA seeks to maintain competitive and affordable health benefits that protect District employees and their families

CSEA has an interest in evaluating and changing the salary schedule placement for Administrative Secretary I.

CSEA has an interest in negotiating restorations of value and/ or hours to the bargaining unit to bring the bargaining unit closer to its pre-2008 value and/or work and to acknowledge the increasing size and complexity of the District operations.

10.7



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 2017/2018 Declaration of Need for Fully Qualified Educators
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that the Governing Board approve the Declaration of Need for Fully Qualified Educators for the 2017-2018 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

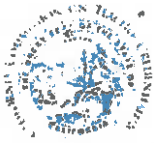
Speaker: Carolyn Bernal

Rationale: Each year, school districts 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 2017-2018 school year, including summer school.

[1718 Declaration of Need.pdf \(1,061 KB\)](#)

Administrative Content

Executive Content



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017-2018

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Rio School District District CDS Code: 72561

Name of County: Ventura 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 /19 /2017 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, 2018.

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

John Puglisi Ph.D.  Superintendent
Name Signature Title

(805) 485-3111 3/31/2017
Fax Number Telephone Number Date

2500 E. Vineyard Ave. Suite 100 Oxnard, CA 93036
Mailing Address

jpuglisi@rioschools.org
E-Mail 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:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► **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	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	3 _____
Bilingual Authorization (applicant already holds teaching credential)	3 _____
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1 _____
Teacher Librarian Services	1 _____

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:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	2
Special Education	2
TOTAL	6

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 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?⁴ _____

If yes, list each college or university with which you participate in an internship program.

Cal Stet Teach, Azusa Pacific, CSUN, CLU, CSUCI, WGU, National Univeristy, University of Phoenix

If no, explain why you do not participate in an internship program.



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Second and Final Reading of CSBA Board Policies
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends approval of the CSBA Board Policies.
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Superintendent Puglisi

Rationale:

The Governing Board will take action to approved the CSBA Board Policies that where brought for information at a prior meeting.

Administrative Content

Executive Content



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.9 Approval of the Service Agreement between Rio School District and Ralph Cordova
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	31,500.00
Budgeted	Yes
Recommended Action	Staff recommends approval of the service agreement between Rio School District and Ralph Cordova to provide services for the Rio STEAM Academy
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Wanda Kelly, Director of Innovations, Partnerships and Principal Support

Rationale:

Mr. Cordova will provide professional development services in developing the staff in pedagogical approaches and curricular enactments of the STEAM Academy School/

[Cordova ServiceAgreement041917.doc \(48 KB\)](#)

Administrative Content

Executive Content

**AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR
SERVICES**

THIS AGREEMENT, made and entered into this **19th** day of April, **2017** , by and between the **RIO SCHOOL DISTRICT, 2500 VINEYARD AVE., OXNARD, CA 93036**, hereinafter referred to as the DISTRICT and **Ralph A. Córdova, Ph.D.** hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 530609 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

WHEREAS, the District has determined that it is necessary that the services set forth herein be provided, and that such services will assist the governing board providing an enhanced instructional program and in discharging its legal obligations will supplement assistance by State and County authorities and not replace such assistance; and

WHEREAS, the Contractor has offered to provide to the District such special services;

NOW, THEREFORE, in consideration of their mutual promises, the parties hereto agree to enter into a fixed price contract, as follows:

- 1. SCOPE OF WORK.** Provide professional development services in developing the staff, pedagogical approaches and curricular enactments of the STEAM Academy School.

- 2. COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **\$75.00** per **hour** (hour/day/etc.), not to exceed **\$31,500.00** beginning on May 1, 2017 and ending on July 31, 2018. These dates may be changed by an amendment to this agreement signed by both parties. Mileage will be reimbursed at the current District rate and other incidental expenses of **airfare (when applicable) and lodging and meals (when applicable)** will be reimbursed up to **\$250 per day contractor is physically present providing Professional development**, providing receipts are provided.

- 3. INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

4. INSURANCE. (If the contractor is a public school agency within Ventura County, participating in the VCSSFA liability program, this insurance section does not apply.) Contractor shall, at Contractor's sole cost and expense, provide for and maintain in force and effect, a policy or policies of insurance covering Contractor's services, including Comprehensive general liability and property damage insurance and comprehensive automobile liability insurance covering activities and operations of the Contractor.

The Contractor agrees to provide workers compensation insurance covering services to be provided by Contractor under this agreement, or to self-insure such services, and to provide a Certificate of Insurance to the District as proof of coverage **if requested.**

5. INDEMNIFICATION/HOLD HARMLESS. Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District.

6. SUBCONTRACTING. None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

7. COPYRIGHT. Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.

8. ASSIGNMENT. The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.

9. COMPLIANCE WITH FINGERPRINT LAWS. Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

X Contractor need not comply with fingerprint certification requirement.

 Contractor is required to comply with fingerprint certification. (See Appendix A)

IN WITNESSETH WHEREOF, the parties hereto have set their hands on the day and year first above written.

RIO SCHOOL DISTRICT

Principal/Department Head
Date

Director of Accounting
Date

Superintendent or designee
Date

CONTRACTOR

Authorized Signature Date

Ralph A. Córdova, Jr.
Print or Type Name

Tax ID # (required W-9 attachment)

Address

Phone Fax #

e-mail address

Projected Hours Directed at Consulting with Rio School District in preparation to open up the Rio STEAM Academy

**Ralph Córdova, Ph.D.
CoLab Director**

Projected Hours leading activities with RIO STEAM Team in Preparation for the Rio STEAM Academy.

I can submit invoice for actual hours worked by the end of each cycle of activity

Hourly Rate of \$75

Dates & Activity	Location	Approx. Hours	Total
12/2016-3/2017 Completing Detailed Planning with STEAM Coordinating Team	Physical and Distance Planning	20	\$1,500
4/2017 – 6/2017 Building Toward the School Community. 2 sessions with key staff Developing Prototypes, surfacing STEAM principles Testing & Reflecting on Prototypes	Physical and Distance Planning	60	\$4,500
6/2017 Professionals Developing: Foregrounding Responsive Design/Prototyping Process Planning Design Preparation for Opening the STEAM Academy	Physical and Distance Planning	40	\$3,000

Projected Hours Directed at Consulting with Rio School District in preparation to open up the Rio STEAM Academy

Summer Institute STEAM Problem Based Learning	Physical and Distance Planning	60	\$4,500
8/2017-12/2017	Physical and Distance Planning	60	\$4,500
Testing Curricular Models 4-part Cycle with IMP approach			
Curricular Models Data Collected and Analyzed			
Mini Sessions- building the research & resource base			
1/2018-3/2018	Physical and Distance Planning	60	\$4,500
Continued Testing of Curricular Models, Data Collected, Feedback received, Models revised			
5/2018	Physical and Distance Planning	60	\$4,500
Building the School Infrastructure, New Faculty and Staff Team is in place			
Ongoing PD focused on Engendering and Enculturating Rio STEAM Academy principles as habits of mind			
6-7/2018	Physical and Distance Planning	60	\$4,500
Summer Institute			
Total Anticipated Hours		420	\$31,500

Rio STEAM Academy

Planning for Implementation Process

2017-2018

Draft Plan 1: *ff* Dr. Ralph Córdova, University of Missouri, St. Louis, were the Planning Facilitator, working in collaboration with the Coordinating Team (Wanda Kelly, Faviana Hirsch-Dubin, Beth Yeager)

Note: Water will be overarching theme as professionals are developing (generating problems, developing units of study, etc.) in 2016-Fall, 2018 – Will serve as the example case for looking at problems from multiple perspectives

Note: We have purposefully proposed multi-grade, K8, sessions (understanding that teachers may divide into grade level clusters within multi-grade sessions for some purposes).

Time Period	Overarching Focus	Types of Work to Be Accomplished	Who is Facilitating?	Who is Participating?	Potential location(s)? (e.g., meeting space, on site classroom work, etc.)
Winter, 2017					
Dec., 2016 – March, 2017	Assembling staff	<ol style="list-style-type: none"> Identifying principles for hiring Identifying & recruiting from existing Rio staff Recruiting outside District, if necessary 	Dr. Puglisi Wanda Kelly		
Dec., 2016 – Mar. 1, 2017	Completing detailed planning content plan with facilitator (Dr. Córdova)	<ol style="list-style-type: none"> Expand basic proposal submitted by Dr. Córdova Collaboratively work with facilitator to lay out details of planning process ('Scaling Down in order to Scale Out') through, initially, Fall, 2018 (and then, if appropriate, for 2018-2019) 	Wanda Kelly, Beth Yeager, Faviana Hirsch-Dubin (Coordinating Team)	Ralph Córdova (Facilitator), Coordinating Team (Other Rio staff as appropriate for input)	Distance planning
March, 2017	Final approval of Rio STEAM Academy staff Approval of preparation/professionals developing plan (plan for planning process)		Dr. Puglisi		

<p>Spring, 2017 (Dates to be finalized in detailed plan)</p>							
<p>April 2017 (TBD) (1st of 2 sessions – Part 1)</p>	<p>Building Toward the School Community: Forming as a school 'staff team' and framing the work ahead – building the team around a design challenge (designing curriculum/instruction, developing a shared conceptual and pedagogical language)</p>	<p>Initial 2 sessions with all key staff stakeholders – Session 1</p> <ul style="list-style-type: none"> - Looking backward (historically) and forward to get to the key STEAM Academy principles (to begin developing a common language going forward) - Considering the physical space and its relationship to taking particular stance as one school community - Developing & building physical prototypes of instruction at a scale of low risk & low resolution, to test in order to surface guiding principles for STEAM Academy 	<p>Dr. Córdova & Coordinating Team (Dr. B, Dr. F., Wanda)</p>	<p>Dr. Córdova, Coordinating Team, Teachers, Principal, other key staff, as appropriate</p>			
<p>April/May, 2017 (in classrooms)</p>	<p>Testing/reflecting on instructional prototypes reflecting STEAM Academy guiding principles</p>		<p>Coordinating team (with Dr. Cordova input)</p>	<p>STEAM Academy team</p>			<p>In classrooms</p>
<p>May/June (TBD) (2nd of 2 sessions – Part 2)</p>	<p>Building a Common Conceptual and Pedagogical Language – Part 2</p>	<ul style="list-style-type: none"> - Examining results of testing those prototypes in order to strengthen the team's design and inquiry-centric approaches, articulating a shared theory of action and pedagogy undergirded by the 5 STEAM principles and C's. Revising those prototypes, changing them, combining them, and testing them again. 	<p>Dr. Córdova & Coordinating Team (Dr. B, Dr. F., Wanda)</p>	<p>Dr. Córdova, Coordinating Team, Teachers, Principal, other key staff, as appropriate</p>			
<p>June (Probably scheduled at same time as Part 2 session for full team – perhaps 2nd day of 2)</p>	<p>Professionals Developing: Foregrounding Responsive Design/Prototyping process to be used in the planning/design/preparation for opening the STEAM Academy (enhancing teacher leadership capacity</p>	<p>Session for TOSAs and key teacher leaders (from STEAM staff) Enhancing teacher leader capacity to be drawn on, going forward in support of the whole STEAM staff team. (Using IMP – Examining practice in collective – and prototyping processes)</p>	<p>Dr. Córdova (with Dr. B. & Dr. F.)</p>	<p>TOSAs & other key teachers from staff</p>			

<p>Summer, 2017</p>	<p>for ongoing process)</p>	<p>STEAM Problem Based Learning in Transdisciplinary, Multi-age Settings (Using Responsive Design) ("How do we take the best of what we've learned so far to build the 'trajectory coordinates' for our new school?" Beginning to build out the curricular architecture of the school)</p>	<p>Weeks 1, 2, & 3 specifics (TBD in detailed plan)</p> <ol style="list-style-type: none"> 1. Responsive design processes and prototyping – Preparing for what they will be trying out in classrooms in the fall – and, subsequently, throughout 2017-2018. (Exploring, modeling, designing, testing/trying out, collectively examining in relation to STEAM principles, etc.) (Toward K8 problem-based, transdisciplinary inquiry; toward ways of designing to guide and enhance capacity, over time leading to student/teacher co-constructed & facilitated inquiries – 'student-driven' inquiries) 2. Develop units of study to test in classroom in 2017-18, to seek feedback on and to revise 3. Build on previous work, models developed, and the processes they've engaged in to build the particular structure for developing as professionals that they will use during the school year 4. Mini-sessions related to key issues and existing District programs and resources -- or other resources -- that will support the STEAM Academy vision and principles 	<p>Dr. Córdova (Lead facilitator) (Assisted by Dr. B & Dr. F)</p>	<p>Rio STEAM Academy teachers and principal (other staff, as available and appropriate) – all grade levels</p> <p>Mini-session TOSAs, guest presenters, as appropriate</p>	

Fall, 2017					
August/September	Testing curricular models (4-part cycle – IMP and lesson study) (Details to be completed in detailed plan)	Data is collected, feedback procured, adjustments made. Individual and cross grade level planning occurs to ensure horizontal integrity and depth, with vertical articulation across grade levels	Coordinating team with Dr. Córdoba	STEAM Academy staff team	
November/December	Testing curricular models (4-part cycle – IMP & lesson study) (Details to be completed in detailed plan)	Data is collected, feedback procured, adjustments made. Individual and cross grade level planning occurs to ensure horizontal integrity and depth, with vertical articulation across grade levels	Coordinating team with Dr. Córdoba	STEAM Academy staff team	
August-December (2 mini-sessions)	Mini-Sessions – Building the resource base	(To be outlined in detailed plan) (Examples – Site field trip, arts as part of transdisciplinary approach to problems, developing inclusive practices for guiding student driven (student/teacher co-constructed) problem based learning for all students)	Dr. B. Wanda, Dr. F (and TOSAs)	Academy staff team (Mini-Sessions guest presenters, as appropriate)	
Winter, 2018					
January/February	Testing curricular models (4-part cycle – IMP and lesson study) (Details to be completed in detailed plan)	Data is collected, feedback procured, adjustments made. Individual and cross grade level ;planning occurs to ensure horizontal integrity and depth, with vertical articulation across grade levels	Coordinating team with Dr. Córdoba	STEAM Academy staff team	
March/April	Testing curricular models (4-part cycle – IMP & lesson study) (Details to be completed in detailed plan)	Data is collected, feedback procured, adjustments made. Individual and cross grade level planning occurs to ensure horizontal integrity and depth, with vertical articulation across grade levels	Coordinating team with Dr. Córdoba	STEAM Academy staff team	
January – June (2-3 mini sessions)	Mini-Sessions – Building the resource base	(To be outlined in detailed plan) (Examples – Site field trips; building on what we know about technology in order to infuse within curriculum & instruction to enhance time and student capacity for engaging in problem based learning; building on what we know	Dr. B, Wanda, Dr. F (and TOSAs)	Academy staff team (Appropriate guest presenters, as appropriate)	

↓									
Spring, 2018									
May, 2017 – School Team Session	Building the school infrastructure based on the work to date	School charters, procedures, expectations are articulated based on the work to date.	Principal Dr. C Coordinating Team	Academy staff					
April – June, 2017	Ongoing practice, reflection and 'check ins'	(Specific sessions and process to be outlined in detailed plan) Individual grade levels engage in shared work with cross grade levels. Faculty, students and administrators engage in 'integrity checks' along the way to ensure that not only are the 5 STEAM principles and 5 C's present, but that they know how they work in concert with the RIO STEAM School's Philosophy and Approach.	Coordinating Team	School Team					
Summer, 2018									
Summer Institute (2 week session?)	What will the first months of school look and sound like? (Continuing to build the <i>one</i> school, <i>one</i> community concept – teachers beyond our 'own' classroom)	<ol style="list-style-type: none"> 1. Designing the school opening and overarching plans for the first quarter/year. Determining how the units designed will fit, under what conditions, with whom the studies will happen 2. Using IMP to explore practice together 3. Developing the ongoing reflective/reflexive structure for professionals developing (based on Responsive Design and previous work) in the coming year – so the 	Dr. Córdova (with Dr. B and Dr. F) Principal	School Team					

FALL, 2018 OPENINGII								

Issues to Attend to and Include (if not yet mentioned in draft plan outline above)

1. This approach: Teachers, administrators and family members can learn from the assessments and tailor their Professional Growth programming around these by harnessing high-leverage practices to develop their teaching expertise. We recommend the Inquiry into My Practice (IMP) process to develop 3 Durable Practices of: Intentional Collaborating, Intentional Instructing in Academic Practices and Language, and Intentional Critical Reflecting, so that teachers and students develop discipline-centric, describable, and assessable teaching and learning processes.
2. **Underlying Chumash cosmology, etc. - Marcus as one of resource guest presenters at 2017 Summer Institute.**
- 3.

Three important considerations that will be embedded in the ongoing work – and foregrounded at appropriate times:

- 1) The Next Generation Science Standards help us understand that developing a deep science sensibility grounded in practice requires an interdisciplinary approach with an understanding of cross-cutting concepts. This notion can be embraced and built upon in each grade level’s approach so that each experience connects to the next during the year, making for a coherent model, for which ‘bench-mark’ or more apropos, **Reflective Milestone Spots for Self and Public Assessment**, can be articulated. In this way, each year’s experiences are made visible AND they can be further explored and expanded upon during the subsequent year as students matriculate through the K-8 Rio experience.
- 2) The Common Core State Standards are not unlike the practice-centric approach of the NGSS. To this end, we should dig into the **enduring practices** embedded in the CCSS and prioritize those as they intersect with the 5 STEAM principles and 5 C’s. Of course, there are standards that apply to a subset of larger standards. However, if we do not have a clear conceptual overview of the most important ideas and supporting sub-set ideas, we early run the risk of developing a check-list mentality.
- 3) Language and ELL developmental processes to language development must also be considered as they inform and are informed by 1 & 2. Perhaps formative assessments, formal and informal, administered 4 times per year (September, November, February, April) in speaking, listening, reading, writing taken in **performance-based contexts and context-reduced contexts** can inform instruction within the year, and across years of matriculation.

10.10



Agenda Item Details

Meeting	Apr 19, 2017 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.10 Approval of proposal from Decision Insite for Route Manager software
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	21,815.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approving the Route Manager software to assist with the efficiency of our busses

Public Content

Speaker: Kristen Pifko

Rationale: The Rio School District already uses DecisionInsite for our school boundaries and enrollment projections. DecisionInsite has developed a new product to assist with bus routing. As enrollment has grown and the space in schools is more limited, the district has been transporting more students. Routing software will be helpful to maintain the efficiency of the transportation department as the district grows. During 2017-18, we will be adding another school site which will require some transportation.

The Rio School District has 14 busses that transport students from home to school and school to home. The Route Manager software will help with routing the busses, and has the latest web-based and GIS technologies to manage the basic elements of a school district transit system and is especially designed to handle all of the complexities of transporting Special Education Students.

The DecisionInsite Route Manager software will provide turn by turn route directions. Also, a list of students assigned to each bus will be available in the software. This will improve safety.

The district is asking for approval of a 3 year contract. The cost would be, \$21,815 over the life of the 3 year contract.

[Rio SD RouteManager Proposal 032017 \(1\) \(1\).pdf \(338 KB\)](#)

Administrative Content

Executive Content



Office: 877-204-1392
Fax: 949-748-8889
decisionineite.com

March 31, 2017

Ms. Kristen Pifko
Assistant Superintendent – Business Services
Rio School District
2500 E Vineyard Ave
Oxnard
CA, 93036

RE: Route Manager Service Agreement

Dear Kristen,

Thank you for your interest in DecisionInsite's Route Manager Solution. Below please find below details and pricing and for this service.

Route Manager, DecisionInsite's Transportation Solution Description

Route Manager SE incorporates the latest web-based and GIS technologies to manage the basic elements of a school district transit system. Route Manager's functionality includes –

- mapping Bus Stops
- syncing Passengers with the district's Student Information System
- generating travel maps and turn lists
- assigning buses and drivers

Beyond the basics, this version of **Route Manager SE** is intentionally designed to handle all the complexities of transporting Special Education Students such as –

- wheelchair requirements
- passenger accommodations
- attendants
- release instructions
- medical conditions
- customized special runs
- alternate run times for different days of the week
- positioning bus on the right side of the street at bus stops

Fees

DecisionInsite offers a 3-year and 5-year contract term for the RouteManager solution. The fees associated with both can be found below. The annual fee includes -

- Annual access to RouteManager
- Unlimited number of users
- All system updates and upgrades
- 10 hours of support (online or phone)
- 2 online training sessions
- Annual roll-over

The initial year includes a set-up fee which will vary based on the format that we receive the District's bus route data. Where manual data conversion is required, the fee is highest.

3-Year	Digital	Partial Digital	Manual Data
Year 1	\$11,815	\$13,255	\$18,228
Year 2	\$5,000	\$5,000	\$5,000
Year 3	\$5,000	\$5,000	\$5,000
Total Over Life of Contract	\$21,815	\$23,255	\$28,228

5-Year	Digital	Partial Digital	Manual Data
Year 1	\$11,815	\$13,255	\$18,228
Year 2	\$4,250	\$4,250	\$4,250
Year 3	\$4,250	\$4,250	\$4,250
Year 4	\$4,250	\$4,250	\$4,250
Year 5	\$4,250	\$4,250	\$4,250
Total Over Life of Contract	\$28,815	\$30,255	\$35,228

We appreciate your consideration of this proposal. DecisionInsite is eager to be your single source solution for your transportation needs.

We will contact you soon to review this proposal. If you should have any questions or if you would like us to generate a service agreement for your review please contact your Business Development Representative, Kelly Stevens on 949 933 5617 or via email at kstevens@decisioninsite.com.

Sincerely,



Michael B. Regele
President, DecisionInsite, LLC