



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR
BOARD MEETING**

September 21, 2022

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

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

**Board of Education
Kristine Anderson, President
Edith Martinez-Cortes, Clerk
Linda Armas
Eleanor Torres
Felix Eisenhauer**

2.0



**Wednesday, September 21, 2022
RSD Regular Board Meeting**

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

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public 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 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6006965
- 4.2 Conference with Legal Counsel – anticipated litigation, pursuant to Gov. Code § 54956.9 (d) (2). Number of matters: 1
- 4.3 Public Employee Appointment [Government Code 54957] Title: Director of Special Projects and Assistant Principal, Rio del Valle Middle School.
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

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

- 5.1 Report of Closed Session

6. Presentations

- 6.1 Recognition of the Rio Real Dual Immersion AP Spanish Students
- 6.2 Rio del Valle ASB Student Presentation

7. Public Hearing

- 7.1 Public Hearing of Sufficiency of Instructional Materials Resolution#22/23-04

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 and will be held in a civil, orderly and respectful manner. 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. 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

9.3 Human Resources Updates

10. Discussion/Action

10.1 Approval of Resolution 22/23-05 States with Safe Storage or Child Access Prevention Loss

10.2 Approval of Authorization of Teaching Assignment- Single Subject

10.3 Approval of Authorization of Teaching Assignment – Provision Internship Permit (PIP)

10.4 Approval of Variable Term Waiver

10.5 Approval of the Art, Music and Instructional Materials Grant Plan

10.6 Approval of CSEA contract

10.7 Approval of Leader in Me Contract for Rio Plaza School with Franklin Covey

10.8 Adoption of Resolution# 22/23-04 Sufficiency of Instructional Materials -Certification of provisions of standards-Aligned materials

10.9 Approval of Contract with HR Entertainment to Provide Mariachi and Folklorico Classes at Rio Real and Rio Plaza Dual Immersion Schools

10.10 Approval of the Unaudited Actuals for 2021/2022

11. Consent

11.1 Approval of the Consent Agenda

11.2 Approval of the Minutes of Regular Board Meeting of August 17, 2022

11.3 Approval of the Minutes of the Special Board Meeting of August 31, 2022

11.4 Approval of the Donation Report

11.5 Approval of the September Personnel Report

11.6 Ratification of the Commercial Warrant for July 28, 2022 through September 8, 2022.

11.7 Approval of Revised Bell Schedules-Rio del Sol, Rio Rosales, Rio del Mar, Rio Lindo and Rio Plaza

11.8 Approval of Agreement with Western Governors University

11.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo for the period September 1, 2022 through August 31, 2023

11.10 Adoption of the GANN Limit/Resolution No. 22/23-07

11.11 Approval of a Three Year Contract with Christy White, Inc for Audit Services 2022.

11.12 Local Agency Biennial Notice for 2022 regarding Conflicts of Interest

11.13 Approval of the Memorandum of Understanding between Migrant Education- Ventura County Office of Education and the Rio School District

11.14 Approval of Out of State travel to La Cosecha Conference 2022 in Santa Fe, New Mexico

11.15 Approval of the Contract with Oxnard Union High School District to Provide ESL Parent Classes at OSFS

11.16 Approval of MIND Research Institute Proposal for 2022-2023 School Year

11.17 Ratification of ELD Instructional Materials Purchase

11.18 Approval of the Contract with Protocol Agency for School Psychologist Services

11.19 Approval of the Contract with Therapy Travelers for Certified Occupational Therapy Services

11.20 Ratification of Transportation Services Agreement between VCOE and Rio School District

11.21 Ratification of MOU Between Ventura County Office of Education and Rio School District for MTSS Mental Health Services Project

11.22 Approval of Rio Real 8th Grade Trip to Camp Gilmore, Malibu Canyon, CA (parent organization - Wilderness Outdoor Leadership Foundation, Moorpark, CA).

11.23 Approval to Attend the Rodale Institute's 1st annual Power of the Plate-Regenerative Healthcare Conference Travel to Kutztown, Pennsylvania

11.24 Approval of Students and Staff to Attend the California STEAM Symposium Student Showcase in Anaheim

12. Organizational Business

12.1 Future Items for Discussion

12.2 Future Meeting Dates: October 19, 2022

13. Adjournment

13.1 Adjournment

4.1



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6006965
Access	Public
Type	Discussion

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The Governing Board will discuss the Consideration of Student Discipline-Stipulated Expulsion [Education Code 48918] of Student

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Sep 21, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Conference with Legal Counsel – anticipated litigation, pursuant to Gov. Code § 54956.9 (d) (2). Number of matters: 1

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Sep 21, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.3 Public Employee Appointment [Government Code 54957] Title: Director of Special Projects and Assistant Principal, Rio del Valle Middle School.

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Sep 21, 2022 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

6.1



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	6. Presentations
Subject	6.1 Recognition of the Rio Real Dual Immersion AP Spanish Students
Access	Public
Type	Recognition

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Dr. Maria Hernandez, Principal, Rio Real Dual Immersion Academy, will present students who have successfully passed the Spanish AP Exam.

Administrative Content

Executive Content

6.2



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	6. Presentations
Subject	6.2 Rio del Valle ASB Student Presentation
Access	Public
Type	Presentation

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

Rio del Valle ASB will lead the flag salute and students will be present to the Governing Board.

Administrative Content

Executive Content

7.1



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	7. Public Hearing
Subject	7.1 Public Hearing of Sufficiency of Instructional Materials Resolution#22/23-04
Access	Public
Type	Discussion, Information

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Education Code Section 60119 requires each school district to hold a public hearing and to make a determination as to whether each pupil in each school of the district has sufficient textbooks and/or instructional materials.

School district governing boards shall hold a public hearing and shall make determination through a Resolution, as to whether each pupil in the district, including English Learners, has or will have, prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in reading/language arts, mathematics, history and science, consistent with the content and cycles of the curriculum frameworks

[Public Hearing Williams Resolution Notice 2021 English.pdf \(7 KB\)](#)

[Public_Hearing\[1\] Spanish Resolution 2021.pdf \(8 KB\)](#)

Administrative Content

Executive Content

PLEASE POST ON September 1, 2022

**RIO SCHOOL DISTRICT
1800 SOLAR DRIVE
OXNARD, CALIFORNIA**

**NOTICE OF
PUBLIC HEARING**

**RESOLUTION #22/23-04 AND
CERTIFICATION REGARDING SUFFICIENCY
OF INSTRUCTIONAL MATERIALS**

September 21, 2022

The public is invited to provide input regarding the Sufficiency of Instructional Materials whereby it has been determined the Rio School District has sufficient textbooks or instructional materials in reading/language arts, mathematics, history and science for every student in the district and will be in compliance with the Instructional Materials Funding Realignment Program (IMFRP) and certification of provision of textbooks and materials.

The public hearing will be held during a Governing Board meeting of the Rio School District, 1800 Solar Drive, 3rd floor, Oxnard, CA, to be held on Wednesday, September 21, 2022, at 6:00 p.m.

POR FAVOR ENVIAR EL 1 de SEPTIEMBRE, 2022

**DISTRITO ESCOLAR RIO
1800 SOLAR DRIVE
OXNARD, CALIFORNIA**

AVISO DE AUDIENCIA PÚBLICA

**RESOLUCIÓN #22/23-04 Y CERTIFICACIÓN
TOCANTE A SUFICIENCIA DE MATERIALES DE
INSTRUCCIÓN**

21 de Septiembre, 2022

El público está invitado a contribuir con su opinión acerca de la Suficiencia de Materiales de Instrucción por lo que se ha determinado que el Distrito Escolar Río tiene suficientes libros de texto o materiales de instrucción en lectura/artes de lenguaje, matemáticas, historia y ciencias para todos los estudiantes del distrito y se hará en conformidad con el Programa de Realineación de Fondos para Materiales (IMFRP) y certificación de suministro de materiales y libros de texto.

La audiencia pública se llevará a cabo durante la reunión de la Junta Administrativa del Distrito Escolar de Río, 1800 Solar Drive, 3rd piso, Oxnard, CA, el miércoles, 21 de septiembre, 2022, a las 6:00 p.m.

8.4



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	8. Communications
Subject	8.4 Superintendent Report
Access	Public
Type	Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Beginning of Year Update

Administrative Content

Executive Content

9.1



Agenda Item Details

Meeting	Sep 21, 2022 - 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: Wael Saleh, Assistant Superintendent of Business Services

Rationale: Mr. Saleh will update the Governing Board on the following topics:

- Safety and Facilities Improvement Planning Update

Administrative Content

Executive Content

9.2



Agenda Item Details

Meeting	Sep 21, 2022 - 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: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- After School Program Update
- Parent Involvement and Learning Update

Administrative Content

Executive Content



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	9. Information
Subject	9.3 Human Resources Updates
Access	Public
Type	Information

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale:

Ms. Rocha will provide updates on the following:

- COVID/Enrollment/Attendance Update

Administrative Content

Executive Content

10.1



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.1 Approval of Resolution 22/23-05 States with Safe Storage or Child Access Prevention Loss
Access	Public
Type	Action
Recommended Action	Staff recommends approval of Resolution 22/23-05 States with Safe Storage or Child Access Prevention Loss

Public Content

Speaker: John Puglisi, Ph.D.

Rationale:

As suggested by multiple community members, it is recommended the Governing Board approve this resolution in support of gun safety.

[Res222306SafeStorage.pdf \(60 KB\)](#)

Administrative Content

Executive Content

**RIO SCHOOL DISTRICT
RESOLUTION 22/23-06
STATES WITH SAFE STORAGE OR CHILD ACCESS PREVENTION
LAWS**

WHEREAS, Evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe;

WHEREAS, An estimated 4.6 million American children live in households with at least one loaded, unlocked firearm;

WHEREAS, Every year, roughly 350 children under the age of 18 unintentionally shoot themselves or someone else. That's roughly one unintentional shooting per day, and 70 percent of these incidents take place inside a home;

WHEREAS, Another 1,200 children and teens die by gun suicide each year, most often using guns belonging to a family member;

WHEREAS, In incidents of gun violence on school grounds, 75 percent of active shooters are current students or recent graduates, and up to 80 percent of shooters under the age of 18 obtained their guns from their own home, a relative's home, or from friends;

WHEREAS, Research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of unintentional firearm injuries among children and teens;

WHEREAS, The U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of weapons because many school attackers used firearms acquired from their homes;

WHEREAS, Across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as the Be SMART program, which is endorsed by the National PTA and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns;

WHEREAS, School districts across the country have begun to proactively send materials home to parents and guardians informing them of applicable firearm storage laws and firearm secure storage best practices;

WHEREAS, Keeping students, teachers and staff safe from the threat of gun violence should be the responsibility of all adult stakeholders at each of our school sites;

WHEREAS, State law requires adults to securely store their firearms where a child is likely to gain access to the firearm;

WHEREAS, In order to continue with preventative measures to increase student and school safety we must act now;

NOW THEREFORE BE IT RESOLVED, That the Board directs the Superintendent and staff to update the Student Handbook to include information about parents' legal obligations regarding the secure storage of firearms;

FURTHER RESOLVED, That the Board directs the Superintendent to create an appropriate letter, in English and Spanish, to parents and guardians that explains the importance of secure gun storage and the legal obligations to protect minors from accessing irresponsibly stored guns, to be included in annual registration materials at each school site, and requiring a signature acknowledging awareness of secure gun storage responsibilities; and, be it finally;

RESOLVED, That the Board and the Superintendent will continue to work with local law enforcement agencies, health agencies and non-profits to collaborate and increase efforts to inform District parents of their obligations regarding secure storage of firearms in their homes.

DATED THIS 21ST DAY OF SEPTEMBER, 2022

AYES:

NOES:

ABSENT:

ABSTAIN:

President

Clerk

10.2



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.2 Approval of Authorization of Teaching Assignment- Single Subject
Access	Public
Type	Action
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Pursuant to Education Code Section 44258.2, the holder of a Single Subject Teaching Credential or Standard Secondary Credential, who has completed 12 semester units, or 6 upper division or graduate units of coursework at an accredited institution in each subject to be taught is considered legally authorized to teach under this provision. The authorization shall be with the teacher's consent.

The following teacher has accepted an assignment which requires the Governing Board's authorization. It is requested that the Governing Board authorize this teaching assignment for the 2022-2023 school year.

<u>Teacher</u>	<u>Assignment</u>	<u>Credential</u>
Morgan, Amber	Social Studies	Preliminary Single Subject- English

Administrative Content

Executive Content

10.3



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.3 Approval of Authorization of Teaching Assignment – Provision Internship Permit (PIP)
Access	Public
Type	Action
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	It is recommended that the Governing Board authorize the teaching assignment for the teacher listed.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: The PIP allows an employing agency to fill immediate staffing needs by hiring an individual who has not yet met the subject matter competence requirements.

Requirements for Multiple Subject PIP, 40 semester units including 10 semester units of course work in each of at least four of the following subject areas or at least 10 semester units of course work in each of three of the subject areas and an additional 10 semester units in a combination of two of the remaining subject areas [2]. Subject areas include language studies, history, literature, humanities, mathematics, the arts, science, physical education, social science, and human development.

The following educators have accepted an assignment which requires the Governing Board's authorization. It is requested that the Governing Board authorize this teaching assignment for the 2022-2023 school year.

Teacher Assignment Credential

Ramirez, Minerva 8th Grade Social Science Rio del Valle Provisional Internship Permit 6-8th Grade ELD Rio del Valle

Administrative Content

Executive Content

10.4



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.4 Approval of Variable Term Waiver
Access	Public
Type	Action
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	It is recommended that the Governing Board approve this action item for the Variable Term Waiver as described under Ed Code T580021.1 & EC 44252(b) for Ms. Maria Mendez to Multiple Subject with TK Permit teacher with CLAD English Learner Authorization. Authorization Students for the 2022/2023 school year beginning 08/23/2022 at Rio Plaza School.

Public Content

Speaker: Director of Human Resources, Rebecca Rocha

Rationale:

This year, we have a need for a fully credentialed Multiple Subject with TK Permit teacher with CLAD English Learner Authorization. There is a State-wide shortage of teachers holding this type of credential authorization. After several attempts to recruit fully-credentialed teachers via Edjoin.org, Job Fair, and recruiting. The District was unsuccessful in securing a teacher for the Multiple Subject with TK Permit teacher with CLAD English Learner Authorization. teacher with CLAD English Learner Authorization holding the full authorization. Ms. Maria Mendez is on track to complete all requirements by the end of the 2022/2023 school year. The California Commission on Teacher Credentialing makes a document available to school districts, allowing districts to support teachers while they complete the requirements for the full credential.

Administrative Content

Executive Content

10.5



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.5 Approval of the Art, Music and Instructional Materials Grant Plan
Access	Public
Type	Action
Recommended Action	Staff recommends approval of the Art, Music and Instructional Materials Grant Plan.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Based on analysis of student learning outcomes, dialogue with school site leaders, and strategic K-8 planning, it is recommended to approve this plan for improvement in student learning and staff professional learning.

2022_23 BUDGET PLANNING DOCUMENT 8.30.2022.pdf (80 KB)

Administrative Content

Executive Content



RIO SCHOOL DISTRICT
2022/23 BUDGET PLANNING DOCUMENT 9.2.2022

The following plan utilizes recently received one time funding aimed at addressing student learning impacted by covid19 conditions.

FUNDING SOURCES:

Projected 3 Years Cost: \$3.8M

Source of Funding: One time Art, Music and Instructional Material Grant AND One time Learning Recovery Grant

PROJECTED FUNDING AMOUNT:

(These programs are designed for 3 years of funding)

FULL IMPLEMENTATION DATE: SEPTEMBER 26, 2022

PROGRAMMATIC PLAN:

STAFFING:

- 1 - ITINERANT K-5 ELEMENTARY SCHOOL MUSIC TEACHER
- 1 - ITINERANT K-5 ELEMENTARY SCHOOL ART TEACHER
- 1 - ITINERANT K-5 ELEMENTARY SCHOOL PHYSICAL EDUCATION TEACHER

(These teachers will rotate to each of 5 (K-5) elementary schools providing direct instruction students to all students and affording classroom teachers regular planning and professional learning time)

LITERACY SUPPORT TEAM (LST)

- 5 - TEACHERS
- 10 - INSTRUCTIONAL ASSISTANTS

(1 Teacher and 2 IAs for each of 5 (K-5) elementary schools)

(These LST teams will focus on small group, individual, and whole class literacy learning for English Learners and students in grades 3-5 reading significantly below grade level. The provided service will include prescribed, regular assessment, direct instruction, and parent outreach as well as integration with classroom teacher instruction)

GOALS:

Improve literacy learning for elementary students most impacted by covid 19 conditions including English Learners and those students in grades 3-5 reading significantly below grade level.

Provide time for classroom teacher planning and professional learning related to supporting literacy levels of English Learners and those children reading significantly below grade level.

Results will be regularly reported utilizing the following data sets

1. ELPAC results
2. ADEPT results
3. Fluency results
4. Basic Phonics Skills Test
5. Grades
6. CAASPP scores

10.6

**Agenda Item Details**

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.6 Approval of CSEA contract
Access	Public
Type	Action
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	Administration recommends approval of the contract with CSEA pending their ratification.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: CSEA and the Rio School District have come to a negotiated agreement about the terms of the CSEA contract through October 31, 2024. Approval of the contract allows the district to move forward with the agreed upon changes, including a 5% on schedule salary increase retroactive to July 1, 2022 which is equivalent to the increase received by all other district employees.

CSEA TA with corrected edits.pdf (4,113 KB)

Administrative Content**Executive Content**



CSEA

Agreement Between
Rio School District

&

California School Employees
Association
AFL-CIO

Rio CSEA Chapter #329

Nov. 1, 2021 – Oct. 31, 2024

DEFINITION OF TERMS

ADMINISTRATIVE POSITION – A position in the classified service equal to or above “supervisor” level. Also, any certificated position requiring an administrative credential.

ASSOCIATION – Chapter No. 329 of the California School Association.

ANNIVERSARY DATE – The date upon which all employees eligible are granted the annual salary increment. The anniversary date for employees of the Rio School District is July 1st.

BARGAINING UNIT MEMBER – Any classified employee who is employed in a position listed in Appendix A whether or not the employee is a CSEA member.

BOARD – The word “Board” and “Governing Board” refer to the Board of Trustees of the Rio School District.

CalPERS – The California Public Employees Retirement System

CSEBO – Coastal Schools Employee Benefits Organization. The Joint Powers Authority (JPA) that provides the Health/DDS/Vision Benefits to eligible bargaining unit members of the District.

DEMOTION – The reassignment of an employee to a position which occupies a lower range on the salary schedule.

DIFFERENTIAL – A percentage of salary in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of work, license or permit.

DISMISSAL - The involuntary separation of an employee from employment with the District by order of the Board of Trustees.

DISTRICT – Rio School District

EMPLOYEE – A person who is legally an incumbent of a position of any kind in the Rio School District or who is on an authorized leave of absence.

EVALUATION – A critical analysis of an employee’s work by his/her supervisor.

FISCAL YEAR – July 1 through June 30

IMMEDIATE FAMILY – “Immediate Family” shall mean the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee, and the spouse, registered domestic partner, son, step-son, son-in-law, daughter, step daughter, daughter-in-law, brother, brother in law, sister, sister-in-law of the employee, or any relative living in the immediate household of the employee.

JOB DESCRIPTION – A Board approved description of duties, responsibilities, minimum qualifications, experience and education of a position.

JOB FAMILY – A group of positions sufficiently similar in respect to their duties and responsibilities, to justify common treatment in their selection, compensation and placement in the classification plan provided in the salary schedule.

LEAVE OF ABSENCE – An approved absence from duty, with or without pay for a prescribed period of time granted by the Board of Trustees.

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ARTICLE 1

RECOGNITION

- 1.1 The District confirms its recognition of the Association as the exclusive representative for that unit of classified employees including Business Services; Clerical; Food Services; Instructional; and Maintenance, Operations & Transportation, Technology, and Service Workers. Newly created classified positions or job families shall be assigned to the CSEA unit, except as set forth in paragraph 1.2, below.
- 1.2 The bargaining unit excludes those positions designated as certificated, management, supervisory, confidential, short-term employees, ~~noon-duty supervisors (unless also employed in another classified bargaining unit position)~~, students employed part-time, apprentices and professional experts employed on a temporary basis. (Both parties agree)
- 1.3 Restriction on District Negotiations and Agreements: The parties recognize that since the Association is the exclusive representative of classified bargaining unit members, no contractual agreements that dictate the terms and conditions of employment of classified bargaining unit members will be entered into with any other organizations.

ARTICLE 2

ASSOCIATION RIGHTS

- 2.1 Representatives of the Association have the right to make use of the school buildings as provided by Government Code Section 3543.1.
- 2.2 The Association shall have the right to post notices of activities and matters of Association concern. The Superintendent shall be sent a copy of all posted notices.
- 2.3 ~~Names, addresses and telephone numbers of all District~~ Information pertaining to CSEA bargaining-unit employees shall be provided without cost to the Association ~~no later than November 1st of each school year.~~ on the timeline and in the manner prescribed by the AB119 Memorandum of Understanding between CSEA and the District. The telephone numbers of employees who have filed a request, pursuant to Government Code section 6254(b) shall not be disclosed. (Both parties agree)
- 2.4 The Association shall be provided a copy of the completed packet (excluding non-disclosable information) of materials that is provided to the Board of Trustees, prior to each Board Meeting. Upon specific written request, the Association shall be provided with copies of written information that is relevant to its role as exclusive representative.
- 2.5 Printing and Distribution of Contract: Within ~~ninety (90)~~ sixty (60) days after the execution of this contract, the District shall print and provide without charge a copy of this contract to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement including any addenda by the District without charge at the time of employment. Each employee in the bargaining unit shall be provided by the District without charge with a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement. (Both parties agree)
- 2.5.1 CSEA will provide the District with a "Welcome to CSEA" packet for every new hire into the bargaining unit. The Agreement with appropriate addenda may be placed into this packet.
- 2.5.2 CSEA will be provided with a copy of the current Agreement, and any addenda to the agreement, ~~on a computer disk formatted in the District standard word processing program.~~ electronically. (Both parties agree)

2.6 The Association will be granted paid release time during regular working hours for the purpose of negotiations. This provision shall not preclude the Association from meeting in after-hour negotiation activities.

~~2.7 Regular employees who are dues-paying members of the Association or who become a member on or after the effective date of this Agreement shall remain members of the Association for the duration of their employment. However, each employee has the right to terminate his/her membership within a period of thirty (30) days following the expiration of the Agreement. (Both parties agree)~~

2.8 The District will notify the CSEA Chapter No. 329 Treasurer within ten (10) working days of employment of an employee. Notification will include name, address, primary job site, phone number (unless the employee requests that it not be given), and whether or not they have joined CSEA.

~~2.9 Any unit member who is not a member of CSEA, or who does not make an application for membership within thirty (30) days from date of commencement of assigned duties, shall become a member of the Association or pay the Association a service fee in an amount not to exceed the standard membership dues. In the event the unit member does not pay said fee directly to the Association, the District shall immediately begin automatic payroll deductions. (Both parties agree)~~

~~2.10 Notwithstanding the above, any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support the Association as a condition of employment, except that such employee may be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization, or charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code chosen by the employee. (Both parties agree)~~

~~2.11 The Association shall indemnify and hold the District harmless from any and all claims, demands, suits and any other action arising from the organizational security provisions contained herein. CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. (Both parties agree)~~

2.12 ASSOCIATION LEAVE

2.12.1 The Association shall have twenty-five (25) days or 200 hours paid leave to attend conferences and to conduct Association business ~~in addition to any days required for negotiations.~~ This shall be in addition to the days provided by the labor law for the purposes of negotiations, negotiations preparation, and the preparation/processing of grievances. If the Association requires additional days beyond the twenty-five (25) days or 200 hours, the Association shall reimburse the District for the cost of the substitutes. Should the Association choose to send three (3) delegates to the CSEA annual conference, an additional 40 hours shall be allotted to CSEA for this limited purpose only. In the school year prior to the expiration of a 3-year contract agreement, the Association shall have an additional nine (9) days or 72 hours paid leave. When possible, the Association will provide five (5) days of advanced notification for leave requests under this section. (Both parties agree)

2.12.2 If the CSEA annual conference takes place during a period when the employee(s) are not normally scheduled to work, no paid release time shall be granted.

~~2.12.3 If the Association requires additional days, the Association shall reimburse the District for the cost of actual substitutes. A minimum of five (5) days of advance notifications shall be given in writing to the District. (Both parties agree)~~

2.12.4 The District shall account for the hours of paid Association Leave, used on a monthly basis.

2.13 CSEA may use release time to attend District new hire orientation sessions, wherein they may make a presentation of up to thirty (30) minutes concerning membership in CSEA. CSEA's presentation will not characterize or imply the District endorses membership in CSEA.

ARTICLE 3

DISTRICT RIGHTS

- 3.1** It is understood that the District, acting through its governing body or management officials, has and will continue to retain, whether exercised or not, the exclusive decision making authority and obligation to manage and administer the District's services and the workforce performing those services to the full extent of the law except as expressly and lawfully modified by specific provisions of this Agreement. Such exclusive authority includes, but is not limited to, such rights as: determining its organization and the kinds, levels, standards and manner of providing services to the community, and through its Governing Board and management officials to exercise control and discretion over its organization and operations; to establish and effect Administrative Regulations and employment rules and regulations consistent with law and the specific provisions of this Agreement; to direct its employees; to take disciplinary action for just cause; to determine the methods, means and personnel by which the district's services are to be provided and to otherwise act in the interest of efficient services to the community.

ARTICLE 4

SALARY

4.1 Employees will be paid according to the attached salary schedule in Appendix A. Step and anniversary increments will be granted.

4.2 PROFESSIONAL GROWTH PROGRAM

The District has established a Professional Growth Program for members of the bargaining unit. The District will allocate \$2,000 each fiscal year to reimburse for the cost of fees, tuition, and books for any course work directly related to a unit member's current position and/or coursework that allows a unit member to further their education for the benefit of both the member and the District. The maximum allowed per unit member shall be \$200 per college term. A unit member must have the course work approved in writing by the Superintendent or designee prior to incurring the costs in order to be eligible for reimbursement. Payment will be made upon the receipt of appropriate documentation of actual expenses and satisfactory completion of course work.

4.2.1 Unit members participating in the CSEP (California Classified School Employee Teacher Credentialing Program) administered by the Ventura County Superintendent of Schools Office, will be eligible for participation in this Professional Growth Program.

4.3 DIFFERENTIALS/STIPENDS

4.3.1 Bilingual/Biliterate Differential: The District will pay a bilingual/biliterate annual differential of three and a half percent (3.5%) ~~three and a half percent (3.5%)~~ ~~four and a half percent (4.5%)~~ for incumbents who previously passed the written test only. Unit Members who take and pass a written and oral test will receive a ~~Four Percent (4%)~~ ~~Four Percent (4%)~~ ~~Five percent (5%)~~ ~~four and half percent (4.5%)~~ ~~to those unit members who:~~

All unit members must continue to meet the following criteria:

- Do not have a bilingual/biliterate requirement in their job Description. The term "desirable" in the job description does not mandate a requirement;
- Pass a District bilingual/biliterate proficiency test;
- Utilize the language skills regularly during the day on a daily basis;
- ~~Complete a training with the district translator~~
- Are placed on a list by the Superintendent designating the District's acknowledgment that the skill is a job requirement. (Both parties agree)

4.3.1.1 If any employee opts to discontinue the Bilingual/Biliterate differential, the District reserves the right to determine reinstatement of the differential.

- 4.3.1.2 Opportunities to take the Bilingual/Biliterate proficiency test shall be provided at least once each year.
- 4.3.2. Specialized Health Care Differential: A five percent (5.0%) differential will be paid to Instructional Assistants who perform specialized health care procedures listed in Board Policy 5141.24.
- 4.3.3 Bus Driver Stipend/Differential – Subject to District need and approval, \$100 or 5% per month, whichever is greater, to an employee that holds a valid California Bus Drivers Certificate and is available on short notice to drive school buses as a substitute. This excludes regular Bus Drivers, Supervisor of Maintenance and Operations, and Assistant Supervisor of Maintenance and Operations.
- 4.3.4 CASTO Stipend - A \$100 stipend for voluntary attendance for an employee that holds a valid California bus driving certificate at CASTO (California Association of School Transportation Officials), with mileage, unless transportation is provided by the District.
- 4.3.5 Grounds Worker Stipend/Differential – A \$100 stipend or a 5% differential per month, whichever is greater, for one (1) position of the District’s choosing to compensate for carrying one (1) application permit (includes training for employee, monitoring of pesticides and weed abatement materials).
- 4.3.6 CSEP (California Classified School Employee Teacher Credentialing Program) – Employees currently employed as an Instructional Assistant/Paraprofessional and participating in the California Classified School Employee Teacher Credentialing Program, administered by the Ventura County Superintendent of Schools Office, Teacher Support Programs, or its successor, shall receive 2.5% monthly differential. The differential shall be contingent on continued enrollment in the Paraprofessional Teacher Training.
- 4.3.7 Water Safety Stipend/Differential: A \$100 stipend or a 5% differential paid monthly, whichever is greater, for the employee with a valid water safety certificate while this is a District need.
- 4.3.8 Bargaining Unit Member Degree Stipend:
 - 4.3.8.1 Associate Degree Stipend: A unit member, who holds an earned Associate Degree, shall receive an additional \$250.00 per year.

- 4.3.8.2 Bachelor Degree Stipend: A unit member, who holds an earned Bachelor's degree, shall receive an additional \$500.00 per year.
- 4.3.8.3 Master's Degree Stipend: A unit member who holds an earned Master's Degree, shall receive an additional \$750.00 per year. (Both parties agree)
- 4.3.8.4 The stipends are not cumulative.
- 4.3.8.5 The stipend, for which the unit member qualifies, shall be paid to the unit member on September 30 of each year.
- 4.3.8.6 July 2nd of each fiscal year shall be the deadline for eleven (11) or twelve (12) month unit members to verify the necessary degree for initial placement or to advance to a higher level of degree stipend.
- 4.3.8.7 September 2nd of each fiscal year shall be the deadline for School Term (ST) unit members to verify the necessary degree for initial placement or to advance to a higher level of degree stipend.
- 4.3.8.8 Since the payment of the stipends indicates recognition of the education of the unit member, then the full stipend shall be paid to the unit member regardless of the number of hours worked per day, week or year.

4.3.9 Additional Compensation Time: Any employee who works fifty percent (50%) of his/her assigned time after 6:00 p.m. will be compensated at a stipend of \$25.00 or a differential of 2.5% per month, whichever is greater.

4.3.10 Instructional Assistant Stipend: Toileting Stipend- Instructional Assistants whose job requires toileting, or similar attention to bodily fluids (not including general wiping of noses or saliva) will receive an annual stipend of \$1,000. Training for toileting will be provided by the school nurse. (Both parties agree)

- 4.4 A new employee shall be placed on the first step of the classification in which his/her work falls, except when a new employee has had qualifying experience. Experience must be verified by the previous employer and shall be evaluated and recommended for salary placement credit by the District administration. Credit may be given for a maximum of two (2) years qualifying experience. A summary of this section will be placed on all job announcements.
- 4.5 To be eligible for annual salary increase (step raise) or increment, a classified employee shall have been employed by the District and working in his/her

position on or before the first Monday in January of the current calendar year. Any employee who is employed and commences working after the first Monday of January of the current calendar shall remain on his/her present step on this salary schedule for the next year.

- 4.6 Upon promotion to a class allocated to a higher salary range the unit member will be placed on the first step of the new range which affords the employee at least a five percent (5.0%) increase in salary, not to exceed the top step of that salary range.
- 4.7 To be eligible for annual salary increase or increment an employee who is promoted will have commenced his/her new position before April 1st. Should the promotion occur on April 1st or later the employee shall remain on his/her new step through the next school year. Appointment of an employee to a classification with a salary range equal to his/her current range shall not be considered a promotion and shall not warrant a salary increase.
- 4.8 When an employee is reassigned to a classification with the same or lower salary range he/she will maintain his/her step placement in the new position.
- 4.9 Meals/Lodging: Any unit member who, as a result of a work assignment, must have meals, and/or lodging away from the District, and the meal(s) is not provided, shall be reimbursed at the rate in effect for all employees of the District provided that it is previously approved on the appropriate forms.
- 4.10 All employees shall be paid for any extra time worked from the 11th of the previous month to the 10th of the current month for that pay period.
- 4.11 Pursuant to Section 45165 of the Education Code the District will, upon the request of an individual employee covered under this contract withhold from each payment made to such employee a percentage as stipulated within Section 45165(a), (b), (c) to be paid not later than the last working day of the month in July and August (Article subject to Education Code language.)
- 4.12 Mileage Reimbursement – Any unit member required to use his/her vehicle on District business shall be reimbursed at the rate in effect on the date of such usage as provided by Board Policy which shall be no less than the applicable IRS rate per mile for all miles required to be driven on behalf of the District. This amount shall be payable in a separate warrant drawn against District funds. Normally, unit members shall have their mileage approved by their supervisors monthly. Unit members are encouraged to submit such reimbursement requests at least quarterly, but no later than June 30 of each fiscal year.

ARTICLE 5

UNION STEWARDS

- 5.1** The purpose of CSEA appointing union stewards is to develop an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.
- 5.2** CSEA shall notify the District in writing of the names of the union stewards selected no later than thirty (30) days following ratification of this Agreement. If a subsequent change is made in the designation of a union steward, the District shall be advised in writing fourteen (14) calendar days prior to such change when possible.
- 5.3** Duties and Responsibilities of Union Stewards: The following is understood to constitute the duties and responsibilities of union stewards:
- 5.3.1** After notifying his/her immediate supervisor as much in advance as possible, a union steward will be permitted to leave his/her normal work area during reasonable times in order to assist in presentations of grievances; to represent unit members in the case of any disciplinary or investigative disciplinary meetings where the employee requests such representations; to accompany CAL-OSHA representatives in conducting on-site walk throughs; and to represent a grievant pursuant to the terms of Article 14. Whenever possible the processing of a grievance shall occur outside of the union steward's normal working hours. The union steward will advise the supervisor and the grievant of his/her presence. The union steward is permitted to attempt to achieve settlement in accordance with the grievance procedure. The union steward is permitted to discuss the problem with the employee immediately concerned.
- 5.3.2** If an adequate level of service cannot be maintained in the absence of a union steward at the time of the notification mentioned in 5.3.1., the union steward will be permitted to leave his/her normal work area as soon as practicable thereafter.

ARTICLE 6

EMPLOYEE BENEFITS

6.1 INSURANCE

The following benefits shall be provided by the Governing Board as part of total compensation. The benefits for eligible employees will be:

- (a) employees and dependent coverage for employees working seven (7) or more hours, and
- (b) employee-only coverage for part-time employees working six (6) or more hours, but less than seven (7) hours per day.

6.2 HEALTH INSURANCE

6.2.1 The District will provide medical, dental and vision care insurance for employees who work seven (7) or more hours and their dependents. Part-time employees who work six (6) hours or more, but less than seven (7) hours will be provided employee-only medical, dental and vision care insurance. (Both parties agree)

6.2.1.1 In accordance with the Health and Welfare Memorandum of Understanding (April 11, 2012) the funds enumerated (hereinafter, "MOU Fund") shall be used to offset future increases in health and welfare costs.

6.2.1.2 Effective 10/1/12 the District will contribute toward the actual cost of health, dental, vision and life insurance benefits up to a maximum of \$15,110.00 per benefit year of each eligible unit member.

- Once the MOU Fund has been depleted any differences between the premiums for the plan selected by individual unit members and the maximum contribution rate set forth above shall be shared 60/40. 60% shall be paid by the District and 40% shall be paid by the unit member.
 - i. The unit member's share of the premium costs that exceed the maximum contribution set forth above will be paid by unit members through equal monthly payroll deductions.

6.2.2 Life insurance and accident insurance will be provided to all bargaining unit members.

6.2.3 Eligible family members / covered dependents (full-time employees only) include spouse, and unmarried children up to nineteen (19) twenty-six (26) years of age. ~~Coverage for children may be extended beyond nineteen (19) years of age with proof of support (as per IRS rules).~~ (Both parties agree)

6.2.4 The CSEA representative to SISC shall receive paid release time to attend SISC meetings and related activities. Paid release time shall be granted to a CSEA alternate to SISC if the representative is unable to attend. Prior notification shall be given to his/her supervisor.

6.2.5 A part-time employee who works at least six (6) hours per day may purchase dependent coverage at his/her expense. (Both parties agree)

6.2.6 ~~Application blanks~~ Benefit enrollment forms can be obtained at the District Office; changes to health and welfare benefit plans may occur during designated open enrollment period or to account for a qualifying life event. (Both parties agree)

6.3 LIFE INSURANCE

The premium of a \$12,000 life insurance policy is paid by the District, for each ~~eligible unit employee~~; permanent unit member assigned to work three (3) or more hours per day. (Both parties agree)

6.4 ACCIDENTAL DEATH INSURANCE

A \$12,000 accidental death policy shall continue to be provided by the District for each ~~eligible unit member~~; permanent unit member assigned to work three (3) or more hours per day. (Both parties agree)

6.5 DURATION OF BENEFITS

The benefits provided in this Article shall remain in effect during the term of this Agreement.

6.5.1 Should the employment of an 11 or 12 month employee receiving health and welfare benefits terminate following June 30th, but before August 31st, such member shall be entitled to continued coverage under the life, health, dental, vision care plans until August 31st of the ensuing school year, at no additional cost to the member. (Both parties agree)

6.6 TAX SHELTERED ANNUITIES

Employees may participate in the District approved tax sheltered personal investment program of their choice, with the Board providing payroll deduction for this purpose.

6.7 FRINGE BENEFIT OPTION

Any unit member not receiving District paid benefits may elect to participate in the benefits during the open enrollment period provided that the employee agrees to enroll in a program for the entire year and agrees that the employee will pay the premium through payroll deduction over ten (10) months. Any bargaining unit member who chooses to discontinue the member's optional benefit coverage under this Section may not re-enroll in the same benefit program for three (3) years.

- 6.8** Members of the bargaining unit will have the option to participate in the IRS 125 Plan, Part I and/or Part II, at the employee's expense.

6.9 RETIREE BENEFITS

Upon retirement, a unit member may be eligible for continued health and welfare benefits based on their continuous service with the Rio School District based on the criteria outlined in the following tiers. "Continuous service" shall include any period of time a bargaining unit member is on a 39-month reemployment list under Article 9.15.1 or under the California Education Code Section 45298, provided that the unit member returns to District employment from a reemployment list within 39 months. For the purposes of this Article, "continuous service" shall also include any paid or unpaid leave of absence approved by the Board. "Continuous service" shall not include any period of time between a unit member's voluntary resignation from the District and any subsequent reemployment by the District; the unit member's resignation creates a break in service. (Both parties agree)

- 6.9.1** **Tier 1:** A unit member hired by the District prior to July 1, 1992 and between retirement and age sixty-five (65) will be carried as a member on the District Roll and premium costs will be paid as if the member were still employed. Those unit members who will be eligible to retire under CalPERS on or before June 30, 2000, and who will have at least ten (10) years, but less than fifteen (15) years of continuous District service, shall be eligible for the post-65 benefits even though they have not attained the fifteen (15) years of District service. At age 65 the retiree has a one-time option to make a selection for either the District plan and pay 50% of the premium cost or receive an annual lump sum equal to the 50% plan for outside purchase of health insurance. (Both parties agree)

~~A unit member hired by the District on or after July 1, 1992, and who has fifteen (15) or more years of continuous service with the~~

~~District, upon retirement, may elect to remain a part of the District health plan until age sixty-five (65) by giving written notice of such election to the District prior to retirement by paying the District fifty percent (50%) of the premium costs every month. (Both parties agree)~~

6.9.2 Tier 2: A unit member hired by the District on or after July 1, 1992, and who has fifteen (15) or more years of continuous service with the District, upon retirement, may elect to remain a part of the District health plan until age sixty-five (65) by giving written notice of such election to the District prior to retirement by paying the District fifty percent (50%) of the premium costs every month. ~~A unit member hired by the District prior to July 1, 1992 and between retirement and age sixty-five (65) will be carried as a member on the District Roll and premium costs will be paid as if the member were still employed. Those unit members who will be eligible to retire under CalPERS on or before June 30, 2000, and who will have at least ten (10) years, but less than fifteen (15) years of continuous District service, shall be eligible for the post-65 benefits even though they have not attained the fifteen (15) years of District service. At age 65 the retiree has a one-time option to make a selection for either the District plan and pay 50% of the premium cost or receive an annual lump sum equal to the 50% plan for outside purchase of health insurance. (Both parties agree)~~

6.9.3 Tier 3: All unit members whose first date of employment begins on or after July 1, 1998, must attain twenty (20) years of continuous service in order to be eligible for the retiree benefits listed in this Article. (Both parties agree)

6.9.4 ~~For the purposes of Article 6.11, "continuous service" shall include any period of time a bargaining unit member is on a 39-month reemployment list under Article 9.15.1 or under the California Education Code Section 45298, provided that the unit member returns to District employment from a reemployment list within 39 months. For the purposes of this Article, "continuous service" shall also include any paid or unpaid leave of absence approved by the Board. "Continuous service" shall not include any period of time between a unit member's voluntary resignation from the District and any subsequent reemployment by the District; the unit member's resignation creates a break in service. (Both parties agree)~~

6.9.5 ~~The District will contribute the amount necessary to level fund the above benefits for the CSEA unit members as recommended in the~~

~~May 1, 1997 Actuarial Study of Segal Company. (The amount of \$625,000 annually over a twenty (20) year period for all covered District employees.) This amount will be payable into a Special Fund for retiree Benefits that shall be segregated from all other district funds. (Both parties agree)~~

- ~~• For the 2012/2013 fiscal year the parties agree to suspend CBA Section 6.11.5. During the suspension the District will contribute \$206,250 toward the actual cost of retiree health and welfare benefits with the balance of the actual cost to be paid from Fund 20. (Both parties agree)~~
- ~~• For the 2013/2014 fiscal year the parties agree to suspend CBA Section 6.11.5. During the suspension the District will contribute \$312,500 toward the actual cost of retiree health and welfare benefits with the balance of the actual cost to be paid from Fund 20. (Both parties agree)~~
- ~~• For the 2014/2015 fiscal year the parties agree to suspend CBA Section 6.11.5. During the suspension the District will contribute \$312,500 toward the actual cost of retiree health and welfare benefits with the balance of the actual cost to be paid from Fund 20. (Both parties agree)~~
 - ~~o At the end of the three year agreement, the full \$625,000 contribution will resume with the \$625,000 going to cover the current cost of retiree health and welfare benefits before the balance (i.e. the difference between the current cost of retiree benefits and \$625,000), if any, is paid into Fund 20 as per the current practice. (Both parties agree)~~

Tier 4: Unit members hired by the District on or after July 1, 2012 who have twenty five or more years of continuous service with the District and have reached the age of 55, upon retirement may elect to receive 50% of the premium cost of employee only coverage of the District's lowest cost health plan in effect at the time of retirement. (Both parties agree)

- 6.10** A classified employee on an unpaid leave of absence for more than one (1) month (except FMLA-leaves) shall not receive District paid medical, dental and vision.

ARTICLE 7

HOLIDAYS

7.1 Classified employees will receive the following holidays provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

- 7.1.1 Labor Day
- 7.1.2 Admission Day (to be determined annually)
- 7.1.3 Veteran's Day
- 7.1.4 Thanksgiving Day
- 7.1.5 Day after Thanksgiving Day
- 7.1.6 Christmas Eve Day
- 7.1.7 Christmas Day
- 7.1.8 New Year's Eve Day
- 7.1.9 New Year's Day
- 7.1.10 Martin Luther King Day
- 7.1.11 Lincoln's Birthday
- 7.1.12 Washington's Birthday
- 7.1.13 Friday During Spring Break
- 7.1.14 Memorial Day
- 7.1.15 Juneteenth (Both parties agree)
- 7.1.16 Independence Day
- 7.1.17 Plus every day appointed by the President, or the Governor of this state, as provided in subdivisions (b) and (c) of Education Code Section 37220 for a public fast, thanksgiving or holiday, or any day declared a holiday under Section 1318 or 37222 Education Code.

7.2 Regular employees of the District who are not normally assigned to duty during the winter and spring recesses shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

7.3 When a holiday listed in this Section falls on a Sunday, the following workday shall be deemed to be the holiday. When a holiday listed in this Section falls on a Saturday, the preceding workday shall be deemed to be the holiday.

7.4 Unit members who have a Tuesday – Saturday work week may reschedule Saturday work days that follow a Friday holiday in such a manner as to allow them an uninterrupted duty free period similar to that of those employees who work a Monday – Friday work week.

7.5 Unit members assigned to work on any holiday listed in paragraph 7.1 above, shall be compensated at one and one-half times his or her hourly rate of pay for hours actually worked in addition to his or her regular daily rate of pay for the holiday. If the unit member is assigned to and works more than eight (8) hours on a listed holiday, compensation for all hours in excess of eight (8) shall be at twice the employee's hourly rate of pay.

7.6 **CALENDAR COMMITTEE**

7.6.1 The District will invite two (2) representatives (to include the Chapter President and a second member appointed by the Chapter President) to sit on the annual school calendar committee in order to address the placement of classified holidays and any other calendar concerns that affect classified employees directly. These representatives shall have the authority of the chapter to act as the exclusive representatives to vote on placement of classified holidays and any other days that directly affect classified employees.

ARTICLE 8

VACATION

8.1 VACATION LEAVE

Regular employees will accrue vacation days as set forth in the chart below: ~~one (1) day of vacation leave with pay for each month of service rendered. Vacation leave for part-time regular employees shall be computed proportionately. After five (5) years of employment, vacation leave will accrue with pay at the rate of one and one-fourth (1-1/4) days for each month of service rendered. After ten (10) years of employment, vacation leave will accrue with pay at the rate of one and one-half (1-1/2) days for each month of service rendered. After fifteen (15) years of employment, vacation leave will accrue with pay at the rate of one and three-fourths (1-3/4) days per month of service rendered. After twenty-one (21) years of employment, vacation leave will accrue with pay at the rate of 1.83 days per month of service rendered.~~

<u>Years of Service</u>	<u>Allowable % per FTE</u>	<u>Annual Days per FTE</u>
<u>0-4</u>	<u>1</u>	<u>12</u>
<u>5-9</u>	<u>1.25</u>	<u>15</u>
<u>10-14</u>	<u>1.50</u>	<u>18</u>
<u>15-19</u>	<u>1.75</u>	<u>21</u>
<u>20+</u>	<u>2.0</u>	<u>24</u>

(Both parties agree)

8.2 COMPUTATION OF VACATION LEAVE FOR NEW HIRES

New employees hired after the fifteenth (15th) of any month shall not accrue vacation leave for that month.

8.3 ELIGIBILITY FOR VACATION LEAVE

8.3.1 In order to be eligible for vacation leave, a new employee must have served as an employee for at least two (2) full months. The vacation leave time will then be computed retroactively to the date of his/her employment.

8.3.2 A classified employee absent because of illness or injury shall earn vacation leave during that portion of his/her absence covered by his/her accumulated sick leave.

8.3.3 Five (5), ten (10), fifteen (15), or **twenty (20)** ~~twenty-one (21)~~ years of completed service shall be based or counted as of July 1. **(Both parties agree)**

8.4 TIME FOR USING VACATION LEAVE

8.4.1 Earned vacation leave shall be computed at the end of each month and should be used during the year or within the following twelve (12) month period.

8.4.2 All vacations shall be taken ~~at a time convenient to the District~~, with the approval of the supervisor. ~~Employees are encouraged to take accumulated vacation when such vacation will not require the employment of a substitute.~~ **(Both parties agree)**

8.4.3 ~~By September 30 of each year, each unit member eligible for vacation leave must present to the supervisor a vacation schedule showing the use over the remainder of the fiscal year of at least one hundred percent (100%) of the vacation to be accrued during the current year as of July 1 so that no more than 21 days are carried over to the next fiscal year. Any vacation accrued in excess of twenty-one (21) days as of June 30 of each year will be paid or converted to sick leave upon employee request within two (2) months of that date.~~ **(Both parties agree)**

~~8.4.4 The schedule can be modified by the mutual consent of the employee and the supervisor. The supervisor will respond to vacation leave requests in a timely manner. Normally, the supervisor will respond to vacation leave requests within five (5) working days. If the vacation leave schedule is modified, the employee will request an alternative equivalent number of vacation hours, subject to the approval of the supervisor.~~ **(Both parties agree)**

~~8.4.4.1 Should unit members request for a modification of previously submitted vacation leave schedule be denied, the unit member may appeal to the next higher level supervisor for approval. Such an appeal decision by the higher level supervisor shall be final.~~ **(Both parties agree)**

8.4.5 Two (2) weeks advance notice is ~~recommended~~ **required** for vacation leave requests **in excess of three (3) days** when a substitute is required. **(Both parties agree)**

8.5 VACATION AND SICK LEAVE EARNED BY EMPLOYEES TAKING TIME OFF WITHOUT PAY

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

8.6 STATUS REPORTS

Once a year in September, employees shall receive a status notice indicating vacation and sick leave accrual.

8.7 A permanent employee may interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. Upon District request, the employee shall supply relevant supporting documentation (such as a written notice from a physician or other supporting documentation).

8.8 Permanent District employees who accept a summer position that creates an overlap in work assignment between the regular and summer assignment will be required to utilize vacation time for the regular assignment time impacted.

However, if the permanent employee has managed their vacation time in accordance with Section 8.4.3. of the CSEA Agreement the year prior to this assignment and no payoff is scheduled for the forthcoming year, the employee will have the option to schedule the overlap work time with their Site Administrator. The overlap time must be scheduled when it is convenient to the district and while the Site Administrator is present on campus.

8.9 Ten (10) month employees shall have their accrued vacation added monthly to their ten (10) month equalized pay.

ARTICLE 9

LEAVES

9.1 SICK LEAVE

Unit employees earn credits of one (1) day per working month for illness or injury leave. Such accrued and unused credits are accumulated from year to year without limit. New employees hired after the 15th of any month shall not accrue sick leave for that month. Part-time employees accrue a pro-rata share of sick leave based on regular assigned time. Sick leave is the absence from duty of a unit member because of illness, injury, exposure to contagious disease, or medical/dental appointment.

9.1.1 Family Sick Leave (FSL) - Leave to Care for a Child, Parent or Spouse

In any fiscal year, unit members may use up to a maximum of six (6) days of accrued and available sick leave that is credited under Section 9.1 to attend to an illness of the unit member's child, parent or spouse.

9.1.1.1 As used in this Section, "child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

9.1.1.2 This Section is derived from Labor code Section 233. This Section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et. seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

9.2 PREGNANCY DISABILITY LEAVE (PDL)

9.2.1 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.

9.2.2 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 to properly perform her required duties and responsibilities and has submitted the necessary doctor's verification.

9.2.3 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 fifty (50%) pay leave has been exhausted. The date on which the employee 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 and the employee's ability to perform assigned job duties with or without reasonable accommodations.~~ (Both parties agree)

9.2.4 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.

9.2.5 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 as follows:

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.

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.

9.3 CHILD BONDING

- 9.3.1 As provided by Assembly Bill 2393 unit members shall be entitled to parental leave as set forth in this section.
- 9.3.2 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.
- 9.3.3 Unit members shall use current and accumulated sick leave for parental leave, for up to 12 of the unit member's workweeks.
- 9.3.4 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 ~~one hundred (100) days of~~ fifty (50%) pay for the remainder of the 12 week leave. **Both parties agree**
- 9.3.5 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.
- 9.3.6 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.
- 9.3.7 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.

9.4 ENTITLEMENT TO OTHER SICK LEAVE

- 9.4.1 When a regular classified employee is absent, due to or on account of illness or accident, whether or not the absence arises out of or in the course of employment of the employee, the employee shall be allowed a total of one hundred (100) working days per year of ~~combined~~ paid sick leave, which will include **a combination of**

accumulated sick leave, ~~or~~ current sick leave to which the employee is entitled, and extended illness leave paid at 50% of the employee's regular rate. ~~Such accumulated or current sick leave shall be included in and run concurrently with the one hundred (100) working days of paid sick leave to make the unit member whole.~~ (Both parties agree)

9.4.2 After all earned current and accumulated sick leave has been exhausted, the remaining balance of the one hundred (100) days will be compensated at the rate of fifty percent (50%) of the employee's regular salary. The ~~combined paid sick leave~~ authorized under this policy shall exclude any other paid leave, holidays or vacation to which the employee is entitled. (Both parties agree)

9.4.3 When current and accumulated sick leave has been exhausted, used, the employees may elect to use their earned vacation to receive full pay. ~~for earned vacation following which~~ If an employee elects this option and continues to be on leave, upon exhaustion of the employee's current and accumulated sick leave and earned vacation, the balance of one hundred (100) days will be paid at fifty percent (50%) of their regular salary ~~or he/she may elect to use vacation with the extended sick leave to receive full day's pay for time off.~~ If the employee wishes to exercise ~~one of these~~ this options, the employee must submit written authorization to the Administrator Department of Human Resources. (Both parties agree)

9.4.4 When all sick leave benefits have been used, deductions shall automatically be enforced. The amount of salary deduction will be established for the regularly assigned work hours of the employee.

9.4.5 **SICK LEAVE DONATION FOR LONG TERM
DISABILITY AND/OR CATASTROPHIC ILLNESS**

Any bargaining unit member may donate accumulated and unused sick leave hours to another bargaining unit member when that bargaining unit member or a member of his or her immediate family suffers from a catastrophic illness or injury.

9.4.5.1 A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the bargaining unit member for an extended period of time, or that incapacitates a member of the bargaining unit member's immediate family, and that incapacity requires the bargaining unit member to

take time off from work for an extended period time to care for that family member.

9.4.5.2 Sick leave refers to the accrued sick leave of the donating bargaining unit member. Sick leave donations will be made and used on an hour-for-hour basis.

9.4.5.3 Eligibility: Sick leave may be donated to a bargaining unit member for a catastrophic illness or injury if all of the following requirements are met:

9.4.5.3.1 The bargaining unit member must file a request, including medical certification that verifies the condition meets the definition of catastrophic illness.

9.4.5.3.2 The bargaining unit member requesting donation of sick leave has exhausted all paid leave, vacation and compensatory leave credits.

9.4.5.4 **PROCEDURES**

9.4.5.4.1 Donations will be solicited by a joint announcement of the CSEA and the District on behalf of a specifically named individual who meets the requirements of this benefit.

9.4.5.4.2 The bargaining unit member donating must have at least (15) days of accumulated sick leave and cannot donate more than five (5) days total per fiscal year

9.4.5.4.3 Sick leave will be used in the order it is received. However, one day of leave will be used from each donor before a second day is utilized from any donor. This sequential process will be repeated for all donation rounds thereafter. Any leave not utilized by the designated bargaining unit member will be returned to the donor at the end of the fiscal year. (Both parties agree)

9.4.5.4.4 Classified Unit donations to non-bargaining unit members shall be made at the rate of at least four (4) hours to equal one-half (1/2) day; or eight (8) hours to equal one (1) full day. Donations from non-bargaining unit members shall be received as

follows: one-half (1/2) day shall equal four (4) hours; and one (1) full day shall equal eight (8) hours for each classified bargaining unit member.

9.5 PERSONAL NECESSITY LEAVE (PNL)

9.5.1 At the election of the classified employee, ten (10) days of sick leave may be used in cases of personal necessity.

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

9.5.3 Personal necessity leave shall be granted to classified employees for reasons enumerated in this Section as follows:

9.5.3.1 Death of a member of his/her immediate family when additional leave is required beyond the provided bereavement leave. A unit member may use up to 5 PNL days for the death of a close friend and/or extended family member.

9.5.3.2 Accident or illness involving:

- his/her person or property of person or
- property of a member of his/her immediate family
- preventive care or other medical need of a member of the employee's family (Both parties agree)

9.5.3.3 Appearance in any court or before any administrative tribunal as a litigant or party.

9.5.3.4 Any unexpected event involving damage or injury to personal property which has crucial significance for the employee and his/her immediate family. The aftermath of fire, flood, falling objects and burglary are examples.

~~**9.5.3.5** Three (3) days per fiscal year may be requested for personal reasons which compel the employee's absence to conduct business/affairs which cannot be done outside of working hours. (Both parties agree)~~

9.5.3.5 Two (2) Five (5) days per fiscal year may be requested where no inquiry may be made, unless there is a reasonable belief of misuse. (Both parties agree)

9.5.3.6 Such leave shall not be used merely for an extension of holiday or vacation or for purely personal convenience, nor

shall it be used for or as a result of a strike, work stoppage, work show down, or any other action against the District.

9.6 SICK LEAVE TRANSFERS

9.6.1 Any classified employee that terminates at least one (1) year's employment with a California public school district, community college, or county office of education and accepts employment with the District within one (1) year of such termination may request to have transferred with him/her to the District his/her total unused sick leave accumulated in the district of former employment.

9.7 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

9.7.1 An employee who suffers an industrial accident, illness or injury incurred within the course and scope of employment, shall be entitled to a leave of absence with pay, as specified in this Article.

9.7.2 An employee who has sustained a job-related injury or suffered an illness that may be job related shall, when physically able, and the injury or illness is known to the employee to be work related, report the injury within one (1) workday to his/her immediate supervisor or an appropriate administrator.

9.7.3 Allowable leave shall be up to sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have performed work for the District in any one fiscal year for the same illness or accident.

9.7.4 Allowable leave shall not be accumulated from year to year.

9.7.5 Industrial Accident or Illness Leave shall commence on the first day of absence.

9.7.6 Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

9.7.7 When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

9.7.8 Any unit member receiving benefits under this section shall notify the Superintendent/designee, when it is necessary to be out of the state of California.

9.7.9 During any industrial paid leave of absence, worker's compensation checks are payable directly to the District. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions. Upon conclusion of this industrial paid leave, an employee may elect to utilize any available sick leave benefits providing that any sick leave utilization when combined with any temporary disability indemnity shall not exceed one hundred percent (100%) of the employee's normal compensation.

9.7.10 When sick leave, vacation, compensatory time off, extended illness leave or other available leaves are used in conjunction with temporary disability benefits derived from Worker's Compensation, it shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

9.7.11 The Governing Board may, by rule or regulations, provide for such additional leave of absence for Industrial Accident or illness as it deems appropriate. Requests for additional leave shall be submitted through the ~~District Office~~; Department of Human Resources. District approval or denial of additional leave of absence for Industrial Accident or Illness shall not be subject to the Grievance Article of this Agreement. (Both parties agree)

9.7.12 An employee shall be permitted to return to service after an Industrial Accident or Illness Leave involving a temporary disability award only upon presentation of a release from the authorized Ventura County Self-Insurance Workers Compensation Authority physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical or emotional well-being.

9.8 BEREAVEMENT LEAVE

9.8.1 Every employee is entitled to five (5) working days paid leave of absence for the death of any member of his/her immediate family. Members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, of the employee or of the spouse of the employee, domestic partner, or any relative living in the immediate household of the employee. (Both parties agree)

9.9 MATERNITY LEAVE

- 9.9.1** A female employee of the District who is regularly employed in a classified service or restricted position may be granted a leave of absence following childbirth. The employee shall have been employed by the District in such a position for not less than one (1) year immediately preceding the beginning date of such leave.
- 9.9.2** No salary shall be paid by the District for the period covered by the leave.
- 9.9.3** No salary advancement on salary schedule nor accrual of sick leave, vacation, paid holidays or other types of leaves will be granted while on maternity leave.
- 9.9.4** The leave of absence shall begin and end at a time mutually determined by the employee, and the District.
- 9.9.5** The employee shall return to her regular position and worksite, retaining salary step, if the position still exists, at the termination of the specified leave. If the position does not exist at the same worksite, then the District shall appropriately place the employee into a position of the same classification, maintaining salary, step and work hours.
- 9.9.6** Early termination of maternity leave may be applied for with at least thirty (30) day notice, and the employee returned to service provided that a position is available at that time. Early termination of the leave shall be optional with the Board of Trustees.

9.10 JURY DUTY LEAVE

- 9.10.1** A classified employee who is required to serve on a jury shall receive full pay for such absence from duty provided that he/she complies with the stipulations listed below:
- 9.10.1.1** The employee must present to the ~~Personnel Office~~ Department of Human Resources the actual notice to appear for jury duty. (Both parties agree)
- 9.10.1.2** The employee must submit to the ~~Business Office~~ Department of Fiscal Services any check or warrant received in payment, excluding mileage compensation, for the jury duty. (Both parties agree)
- 9.10.1.3** Any day during which a classified employee's regular assignment commences at 1:30 p.m. or after and who is

required to serve all or any part of the day on jury duty shall be relieved from work with pay.

- 9.10.1.4 Jury Duty – In accordance with California Education Code 44037, nothing shall preclude the District Superintendent or his/her agent from discussing with the affected employee the practicality of seeking exemption when acceptance would tend to materially disrupt the district's operations.

9.11 SUBPOENA LEAVE

9.11.1 A classified employee who receives a subpoena for appearance in court shall receive full pay for such absence from duty provided that he/she complies with the stipulations listed below:

- 9.11.1.1 The employee must present to the ~~Personnel Office~~ Department of Human Resources a copy of the actual subpoena to appear. (Both parties agree)
- 9.11.1.2 The employee must submit to the ~~Business Office~~ Department of Fiscal Services any check or warrant received in payment, excluding mileage compensation, for the court appearance. (Both parties agree)

9.12 MILITARY LEAVE

This District shall grant military leave each fiscal year for permanent employees who are ordered to military duty ~~during time of war or national emergency in accordance to: California Military and Veteran's Code Section 395, Section 395.01, Section 395.03, and Section 389(a) and Education Code Section 45059. Federal statutes also apply.~~ Unit members shall maintain all rights under the current agreement. The unit member shall provide a copy of the military order to report for duty. (Both parties agree)

9.13 PERSONAL LEAVE

Upon authorization of the Superintendent or Superintendent's designee, the District may grant temporary leave without pay for a period of up to annual maximum of sixty (60) days.

9.14 FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE

All classified employees who work 1,250 hours per year or more in one (1) year prior to their request may apply for FMLA leave for a maximum of twelve (12) weeks. Those employees who are granted this leave would continue to receive district paid health and welfare benefits.

9.15 ADDITIONAL LEAVES

9.15.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser periods that it may provide, but not to exceed a total of eighteen (18) months.

9.15.2 Employees on unpaid leaves of absence may keep their Insurance programs in force by paying the premiums themselves, except as provided for Family Medical leave Act.

9.16 EXHAUSTION OF ALL LEAVES

9.16.1 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months. If At any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. (Both parties agree)

9.17 NOTIFICATION/VERIFICATION OF LEAVE

9.17.1 The Administrator of Human Resources may require verification of future absence if there is reason to suspect that an abuse of leave exists. In exceptional circumstances, the District may require appropriate verification of the last absence. If the District requests medical verification and the unit member has no available medical insurance coverage, the unit member, at his/her request, may be examined by a physician selected by the unit member at his/her expense or be examined by a District designated physician at District expense.

9.17.2 It is the responsibility of each person absent to complete and turn into their supervisor immediately upon return to work, a Classified Absence Report. The absence report certifies that the leave was taken as authorized by this article. When approved by the supervisor, a copy of the Absence Report shall be returned to the

employee. If the District questions the report, it shall be returned to the employee for corrections.

9.17.3

Under normal circumstances, unit members are required to notify the District when they are to be absent. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of notification. The employee shall report his/her absence ~~by telephone to the appropriate~~ in Frontline and (when necessary) as directed by their immediate supervisor at least one (1) hour before the employee's normal start time. If the absence is to be longer than one (1) day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released. Failure to notify the District may result in a loss of pay or applicable leave time. (Both parties agree)

ARTICLE 10

HOURS AND OVERTIME

10.1 The regular workweek shall consist of forty (40) hours per week, Monday through Friday, excluding the lunch period. This shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District (subject to 10.9.2).

10.1.1 Any workweek that is other than Monday through Friday shall be specified in the posting for the specific position and job location.

10.1.2 If the District determines that the regular work week of an existing position should be other than Monday through Friday for one or more current employees, the exclusive representative shall be notified and offered an opportunity to negotiate the decision and the effects.

10.2 Initial hours are assigned according to the needs of the District. The length of the workday shall be designated by the District for each classified assignment. Individual work schedules are based upon District needs. In cases of emergency or disaster, employees may be called to work.

10.3 Pay will be granted for overtime only when the work is approved in advance by the administrator. ~~supervisors and/or principals.~~ (Both parties agree)

10.4 Meal Period – All classified employees who, on any given day, work a shift of five (5) or more hours during which a normal meal period occurs, shall be entitled to an uninterrupted meal period, the scheduling of which shall be determined by the District.

10.5 Rest Periods – Except under unusual circumstances, employees are entitled to a rest period which shall be taken at a time in a manner determined by the employee's immediate supervisor. The rest period is intended to be a recess to be preceded and followed by a work period. Consequently, it should not be regarded as accumulative if not taken. Such rest periods shall be with pay and shall not exceed the time period specified below:

<u>Work Period (hours)</u>	<u>Rest Period</u>
1 – 3	0
3.5 – 4	1 – 10 minute period

4.5 – 6

1 – 15 minute period

6.5 – 8

2 – 15 minute periods

10.6 On instructional days when students are not required to attend school, members of the bargaining unit shall work their regular daily hours.

10.7 Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the Governing Board, unless the duties reasonably relate to those fixed for the position by the Board, for any period of time which exceeds five (5) working days within a fifteen (15) calendar day-period, except as authorized in this Article. An employee may be required to perform duties inconsistent with those assigned to the position by the Governing Board for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

10.8 The District will annually designate a bargaining unit member to serve as the Substitute MOT Supervisor. The designation shall be effective for a fiscal year, July 1 through June 30. The District will give the written designation to the bargaining unit member and CSEA Chapter President. The designated unit member will receive a monthly stipend of \$100.00 which includes the working-out-of-class pay described in Article 10.7.

10.8.1 If the designated Substitute MOT Supervisor is unavailable when the Substitute MOT Supervisor is needed, the District will assign another unit member under Article 10.8 above. If this occurs, often, the District and CSEA will meet and review options.

10.9 Distribution of Extra Work - Distribution of extra work will be offered to part time employees at each location/site prior to offering overtime to full time unit members when the part time employee is available, meets the specific job requirements, and possesses the skill level required for the assignment, as determined by the District. For purposes of this Article, "extra work" is defined as work assigned to a part time employee that requires work beyond their regularly scheduled hours. (Both parties agree)

10.10 Distribution of Overtime to 8 Hour Employees — As nearly as possible, the opportunity for overtime shall be equitably distributed and rotated among the qualified unit members in a job family (see Appendix A) at each location/site in accordance with the following factors: the a list will be based on seniority within each job family at each location/site will be provided by the Human Resources Department to the Head/Supervisor and posted made available upon request at every site; however, availability of unit members, specific job requirements of the

District, and skill levels of unit members shall also be considered. At the beginning of each school year, the an Overtime Desire List will include all unit members for each job family at each location/site that are interested in working overtime or extra hours. The immediate supervisor Human Resources Department Head/Supervisor shall make available upon request the Overtime Desire list for review. Unit members may request to be included/excluded on the list at any time. The list will be updated by the Human Resources Department Head/Supervisor as changes occur. Nothing in this Section shall be construed as limiting the District's discretion to determine which unit member's specific skills meet the needs of the District in any particular circumstance. (Both parties agree)

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

10.10.1 “Qualified” as described in this article shall mean the duties of an assignment are comparable to those listed in a unit member’s job description or are regularly performed by a unit member. (Both Parties Agree)

- 10.11** Overtime – Right of Refusal – Any unit member shall, except in an emergency, have the right to reject any offer or request for extra or overtime work. If no unit members at the location/ site of the extra work accepts, the administrator shall have the discretion to decide whether to ~~it shall be offered~~ offer the work to unit members in the same job family working at other locations/sites, ~~District-wide to those unit members in the same job classification~~ by seniority as determined by the list. If a unit member rejects or refuses an offer or request for overtime work, this shall not disqualify the unit member from being offered overtime work. However, the unit member will be placed back into the rotation at the bottom of the list. An emergency shall mean a situation calling for staffing in order to maintain normal District operations and/or assure that security or safety of persons or property. An emergency shall not be a vacant position that the district refuses to fill or has frozen due to budget constraints. (Both Parties Agree)
- 10.12** Overtime pay rate shall be paid for all hours worked in excess of eight (8) hours per day or forty hours per week. Payment shall be at one and one-half (1-1/2) times the regular pay schedule. Except for work performed on paid holidays,

when a unit member is assigned to work on a holiday listed in paragraph 7.1, of Article 7 – Holidays, he/she shall be compensated at one and one-half times his/her hourly rate of pay for hours actually worked in addition to his/her regular daily rate of pay for the holiday. If the unit member is assigned to and works more than eight (8) hours on a listed holiday, compensation for all hours in excess of eight (8) shall be at twice the employee's hourly rate of pay. The hourly rate is determined by dividing the monthly rate by 173.33 hours.

10.13 A minimum of two (2) hours pay at the appropriate rate for being called back to work on a planned/scheduled or emergency basis in accordance with the requirements of the Education Code and/or Fair Labor Standards Act (FLSA) will be compensated for being called back to work.

10.13.1 The intent for call-back payment is that the unit member has concluded their regular workday, left their worksite and has been called back to work.

10.14 PART-TIME EMPLOYEES OVERTIME

10.14.1 An employee whose average work day is four (4) hours or more during the employee's work week shall be compensated at the overtime rate for any work assigned on the 6th or 7th day following the work week.

10.14.2 An employee having an average workday of less than four (4) hours during a workweek shall for any work required to be performed on the 7th day be compensated at the overtime rate.

10.15 All classified personnel will receive warrants on the last working day of the month. Necessary salary adjustments may be made in the month following, except for June, the last month of the fiscal year.

10.16 INCREASE IN HOURS

10.16.1 When an existing permanent position is assigned an increase in time which increases the position by fifteen (15) minutes or less, the increase shall be offered to the current incumbent.

10.16.2 When an existing permanent position is assigned an increase of time which increases the position by more than fifteen (15) minutes, the position shall be declared vacant and posted for transfer. Any additional increase in time to a permanent position that has been increased fifteen (15) minutes or less within a three (3) year period shall be declared vacant and posted for transfer.

10.16.3 If a unit member is displaced during this process and this displacement results in a decrease in hours, this shall be considered as a layoff as a result of reduction in hours and the unit member shall have bumping rights as negotiated by the parties. For 63 months, as vacancies become available, the unit member shall have the right to be returned to a position in the unit member's former classification with up to and including the same assigned number of hours as the position from which the unit member was displaced.

10.17 CHANGING ESTABLISHED DAILY WORK SCHEDULES

This section does not involve either decreasing or increasing of hours, but is limited to changes in daily work schedules where a position has a previously established and defined daily schedule.

10.17.1 Prior to initiating a change in an employee daily work schedule, the District shall notify the CSEA president or union designee in writing. The CSEA President or union designee shall respond within five (5) working days.

10.17.2 Prior to changing an established daily work schedule of a unit member, the site supervisor, or designee, shall consult with the affected employee regarding the following:

- a) the reasons for the changes in program which necessitated the change;
- b) the personal needs of the employee which may be impacted by the change; and
- c) options to the proposed rescheduling.

10.17.3 After consultation, any change agreed to by the above parties will be documented in writing and forwarded to the Human Resources Personnel Office. The District Office will provide CSEA with a copy of the agreement. CSEA will retain the ability to review the agreement with the employee and raise additional issues of concern. (Both parties agree)

10.17.4 If agreement is not reached, then the site administrator shall apprise the Human Resources Personnel Office in writing of the issue. The Human Resources Personnel Office in turn shall promptly notify CSEA of the issue. CSEA and a District representative shall meet as soon as possible and discuss the three (3) elements to resolve the differences. (Both parties agree)

10.18 MAINTENANCE AND OPERATIONS WORKING HOURS

10.18.1 Unless an alternative work schedule is approved by the supervisor of the department, the work schedule for M & O bargaining unit members shall be 7:00 a.m. to 4:00 p.m.

10.18.2 During all non student work days and minimum student instruction days during the school year, including, but not limited to minimum days, inservice days, spring, summer and winter breaks, graduation day, and other special events, the District shall have the discretion to change the previously established and defined work schedules for M & O bargaining unit members. The District will give such M & O bargaining unit members advance notice of the M & O work schedule on these days. Any change in daily work schedule shall be in accordance with 10.15.

10.19 CHANGE OF WORK ASSIGNMENT

Part-time employees who work a minimum of thirty (30) minutes per day in excess of their part-time assignment for a period of twenty (20) consecutive working days or more, shall acquire benefits (vacation, sick and holiday pay) on a properly prorated basis. Such changes will be effective beginning on the first day and end the last day that the assignment is adjusted by more than thirty (30) minutes. This section is not intended to adjust health and welfare benefits nor to grant the increased assignment to the incumbent on a permanent basis. If this situation occurs for more than two (2) months, the parties by mutual agreement may extend the timelines for this provision.

10.20 EQUAL DISTRIBUTION OF EXTRA WORK TIME TO LESS THAN 8 HOUR EMPLOYEES

Extra work time shall be distributed and rotated among part-time employees within their respective classifications at their work site.

Each job site shall post an extra work time rotational list for the part-time employees at their worksite. The lists will be posted by classification and seniority. Only those employees who want to work extra work hours shall have their names posted to the list.

10.21 COMPENSATORY TIME

10.21.1 Accrual of Compensatory Time - All extra work will be offered to unit members as paid time, unless the supervisor and unit member mutually agree to compensatory time.

- 10.21.2** The District shall not offer extra work or over time work only on a compensatory time basis.
- 10.21.3** Compensatory time accrued in lieu of overtime pay shall accrue on the same basis as overtime.
- 10.21.4** Utilization of Compensatory Time - The intent of compensatory time off is to provide flexibility in the manner in which extra time worked is compensated. When compensatory time off is authorized in lieu of cash compensation, such compensatory time shall be granted under the following conditions at the appropriate rate.
- 10.21.4.1** The conditions under which compensatory time off will be granted shall be established by the District.
- 10.21.4.2** The decision to grant compensatory time off to an employee is the responsibility of the management supervisor. Compensatory time off may not be taken unless approved by the management supervisor in writing, and unless such approval is reported to the District's Payroll Department.
- 10.21.4.3** Compensatory time off may only be taken if there is corresponding time off available in the employee's compensatory time off balance on record with the District's Payroll Department and upon the mutual agreement between the supervisor, or supervisor's designee and the employee.
- 10.21.4.4** Scheduling of the time when compensatory time off is taken will be mutually agreed upon by the supervisor and the employee.
- 10.21.4.5** Compensatory time off will be taken at a time convenient to the District, with the approval of the supervisor, and at such time that would not normally require the employment of a substitute.
- 10.21.4.6** If compensatory time off is not taken the employee shall receive monetary compensation at the appropriate rate. The employee may request that a portion of or all of the compensatory time off balance be converted to sick leave. Such requests must be made in writing and submitted to the District Payroll Department. The written request must be received no later than May 31st annually.

ARTICLE 11

EMPLOYEE SAFETY CONDITIONS OF EMPLOYMENT

- 11.1 Unit members may use reasonable restraining measures under the circumstances to protect themselves, students or others from attack or harm, in accordance with Education Code Section 49001.
- 11.2 The unit member and their immediate supervisor shall report to appropriate law enforcement authorities any incident in which a school employee is attacked, assaulted, or physically threatened during work hours, or related to employment with the District.
- 11.3 Any abuse of unit members, assault or battery upon unit members, or any threat of force or violence directed toward unit members at any time or place related to employment with the District, shall be reported by employees to their immediate supervisor. Employees shall notify the District their immediate supervisor of the incident within 24 hours and complete required reports as soon as is practical within 24 hours. The District will follow procedures outlined in Board Policies and Ed. Code to address the concerns. (Both parties agree)
- 11.3.1 The principal or designee shall direct any person, except a unit member required by his/her employment to be on school grounds, to leave school grounds or school activity if the principal or designee has reasonable basis for concluding that the person is committing or has entered the campus with the purpose of committing an act which is likely to interfere with the peaceful conduct, discipline, good order, or administration of the school or a school activity, or with the intent of inflicting damage to any person or property. Unit members will have a follow up meeting with their immediate supervisor to discuss the outcome. (Both parties agree)
- 11.4 Unit members shall be provided coverage under the terms and conditions of Article 9.6 – Industrial Accident Leave and Article 9.1 – Sick Leave, for any injury or illness arising out of or in the course of their employment.
- 11.5 A unit member may submit written recommendations to their immediate supervisor regarding the maintenance of safe working conditions, facilities and equipment repair, and modifications and other practices designed to ensure compliance with applicable safety standards.
- 11.6 A unit member may report a student/disciplinary incident to the student's appropriate administrator. The administrator shall notify the reporting unit member of what action was taken to the extent allowed under student confidentiality rules.

11.7 Other Safety Issues

11.7.1 The District will comply with health and safety regulations imposed by State and Federal laws.

11.7.2 The District shall provide, publish and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees and provide suitable and safe equipment where such equipment is necessary for the conduct of the educational program and the operation of the schools. Back braces will be made available to unit members who are required to lift fifty (50) pounds in their job descriptions.

11.7.3 The District shall maintain safe working conditions. An integral part of following safety procedures and practices is the timely reporting by unit members to the District of all perceived unsafe conditions and to attend scheduled safety training.

11.7.4 Training shall be provided for in accordance with the Occupational Safety & Health Administration (OSHA) and the District's Injury and Illness Program (IPP) in addition to other District safety trainings as mandated by law or district policy (to include Active Shooter/Lockdown Training). (Both parties agree)

11.8 When a Unit member requests support from or expresses concern to the site administrator and/or designee regarding a student's violent and/or aggressive behavior (including but not limited to hitting, kicking, biting, spitting, etc.), the administrator and/or designee will acknowledge receipt of the requested support or concern within one (1) business day. The site administrator and/or designee shall arrange for a conference with the Unit Member and teacher to discuss and document the problem, and previously implemented interventions and/or positive behavioral strategies. ~~—, and to decide upon~~ (legally appropriate steps (i.e. including but not limited to Education Code, District Policies, IPTS, 504 Plans, district discipline matrix, additional PBIS, IEPs) ~~for its resolution~~ to resolve the concern shall be determined by the student's IEP team and shall ~~that supports~~ both the Unit Member, Teacher and the student. (Both parties agree)

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

The District shall reimburse bargaining unit members for loss of or damage to personal property while acting to quell a disturbance, or as a result of being a victim of an

assault/battery or aggressive student behavior. Reimbursement shall be limited to \$500. Reimbursement of more than \$500 is at the discretion of the District. To receive reimbursement for stolen equipment, the unit member shall report the loss or damage to the supervisor, and if appropriate, to the police. Forms shall be available in the business office of the District and should be forwarded through the immediate supervisor to the business office when completed. (Both parties agree)

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

11.10 When information becomes available about a student that a unit member is assigned to provide services to and/or support ~~On the first day an instructional aide who is medically fragile or prone to violent/disruptive behavior, is placed under a unit member's supervision, the unit member,~~ the unit member ~~any unit member assigned to supervise or transport the student will be informed and given information necessary to keep that student safe, The unit member who supervises or transports that student shall be notified~~ consistent with Ed. Code and laws governing student privacy rights. (Both parties agree)

11.11 A unit member who is responsible for transporting pupils to and from campus shall follow the district procedures for referring students to the site administrator and may provide input to the site administrator for the purpose of disciplinary action. (Both parties agree)

11.12 In the event of an emergency school/District closure because of a natural disaster, quarantine, or government order, the District agrees to implement safety measures and procedures after reviewing applicable guidelines as set forth by VCOE, County/State/Federal Health and Safety Agencies. The District will determine when it is safe for Unit Members to return to their job sites, and shall notify CSEA on the basis of its decision. (Both parties agree)

11.13 In the event of an emergency school/District closure because of a natural disaster, quarantine, or government order, the parties agree to meet to negotiate the impact of the action on the Unit Member's salary, benefits, and leaves should any impacts occur. Unit members shall continue to have leave rights as set forth in the CSEA agreement. In addition to the foregoing, unit members shall have access to any additional leaves mandated by Local, State, and/or Federal law enacted to address the emergency. (Both parties agree)

ARTICLE 12

TRANSFERS/PROMOTIONS

12.1 DEFINITIONS

- 12.1.1 A transfer is a change from one position to another position with the same job title regardless of the hours per day, months per year, work location, assigned shift, or differential. Individual classifications are listed on the Salary Schedule as Appendix A.
- 12.1.2 A voluntary transfer is a transfer initiated by the unit member.
- 12.1.3 An involuntary transfer is District initiated.
- 12.1.4 Promotion is the movement of an employee from one classification to another classification with a higher salary range.

12.2 Probationary employees shall be ineligible for voluntary transfers and promotional opportunities. (Both parties agree)

12.3 VOLUNTARY TRANSFERS: POSTING AND FILLING VACANCIES

- 12.3.1 When existing positions become vacant or new positions are created the District Office shall post positions through the "All Classified" email group and distribute an announcement of the vacancies to each work site and post notices in local areas of the Rio School District. The District shall also designate a location at the District Office for posting of all current job openings. The district may also concurrently post vacant or new positions externally. Employees will be given five (5) working days to file an application to transfer to the open position. (Both parties agree)
- 12.3.2 Unit members shall be entitled to District-paid release time, of up to 1.5 hours if an interview is scheduled during their regularly assigned work hours in order to interview for up to two (2) transfer or promotional opportunities within the District per fiscal year. Time for testing as well as interviewing for additional transfer or promotional opportunities will be deducted from the unit member's personal necessity leave allotment (PNL). (Both parties agree)

12.3.3 The District shall interview qualified applicants for transfer from within the District before interviewing candidates who are not employees.

12.3.4 Selection for transfer will be based on the following non-ordered criteria: seniority within the classification, evaluations, qualifications, job requirements per job description, and in the best interests of the District.

12.3.5 The transfer selection panel shall be composed of (1) the immediate management supervisor, (2) a District designated employee, and (3) a CSEA designee. A member of another bargaining unit within the District shall only sit on an interview panel for selection of an employee for a CSEA bargaining unit position when it's an instructional related position. When someone from another bargaining unit is designated to sit on the panel under #2 above, such designated person shall not be from the same work site as the affected position. A certificated nurse may be designated under #2 above when required for health clerk or instructional assistant positions requiring specialized health care needs training.

12.3.5.1 At CSEA's discretion, the classified employee designated by the CSEA Chapter #329 President under Article 12.2.2 above, may be a classified employee from another school district.

12.3.6 If ~~four (4)~~ **three (3)** or more qualified unit members apply for a vacancy, the District shall ~~fill the positions~~ **interview all of** ~~from~~ the transfer requests. **(Both parties agree)**

12.4 INVOLUNTARY TRANSFERS

Employees may be transferred in the best interest of the District. Involuntary transfers shall not be punitive or disciplinary in nature. Involuntary transfers shall only be made with the same job title. Prior notification and written explanation for the transfer will be given to the affected employee. The proposed transfer will be discussed by the employee and the supervisor within five (5) working days prior to the effective date of the transfer. The employee has the right to have one (1) Job Steward present at this conference. No involuntary transfer shall result in a loss of assigned hours per day, days per week or months per year.

12.5 PROMOTION OPPORTUNITIES

- 12.5.1 When a bargaining unit position is not filled by transfer, the District shall post the position in order to notify employees in the bargaining unit of the job vacancy.
- 12.5.2 If three (3) or more qualified bargaining unit applicants meet minimum qualifications, the top three (3) applicants will be afforded the opportunity to attend an oral interview for the position. For the purposes of this section, "qualified" means, meets minimum qualifications as per the job description, has an overall rating of satisfactory or better on the applicant's most recent performance evaluation, and if a written exam is given attains a passing score on the written exam, as determined by the District.
- 12.5.3 If less than a total of three (3) qualified applicants qualify for an interview, the District shall have the right to reject all applicants. Non-bargaining unit applicants will be interviewed as deemed appropriate by the District.
- 12.5.4 Bargaining unit applicants who have been determined by the District to meet minimum qualifications, and who have passed a written examination for the position, if applicable, will not be required to retake the written examination for one (1) year from the date of the written examination to be eligible for an oral interview. Five (5) points will be added to the written examination score of the permanent employee with the most seniority within the job family of the vacancy.
- 12.5.5 A permanent employee who is promoted shall serve a six (6) month probationary period in the new position. If the District determines that the employee is unable to meet District performance standards in the new position, he/she shall be returned to his/her previous position according to the employee's seniority, with the same hours that the employee held before promotion should the position still exist. Should an employee request to be returned to their prior position, under no circumstances shall the District be required to create a position to accommodate the employee's request.
- ~~12.5.6 Under no circumstances will the promotion of a probationary employee to a new classification extend the employee's initial one (1) year probationary period required under Article 13.2. (Both parties agree)~~
- 12.5.6 A unit member promoted shall be placed on the step of the new position that provides at least 5% increase in salary.

ARTICLE 13

EVALUATION PROCEDURE

13.1 Each unit member holds a position to which is assigned a group of duties and responsibilities. These duties and responsibilities are defined in the job description of each position. A systematic evaluation of the performance and abilities of all classified personnel is provided. Evaluation forms are incorporated into this Agreement as Appendices B & C.

13.2 Probationary unit members shall be evaluated and given constructive criticism at least twice (2) during the probationary period of one-hundred thirty (130) working days, ~~one (1) year~~ before being recommended to become a permanent employee of the District. Unit members shall be granted permanent status on the basis of merit. (Both parties agree)

13.3 Permanent unit members shall be evaluated at least once (1) annually.

13.4 Evaluation Process

13.4.1 The immediate supervisor will use the report of performance as an instrument in guiding the evaluation conference.

13.4.2 With regards to an annual evaluation, the evaluation conference shall occur no later than the last working day in May. A copy of the evaluation will be given to the unit member at the meeting.

13.4.3 In order to allow the unit member to improve performance prior to receiving an evaluation which includes a rating of "Not Meeting Standards", the unit members shall be counseled verbally by the evaluator no less than twenty (20) days prior to the unit member's evaluation conference. To document that a verbal counseling session occurred, the evaluator shall provide the unit member with a written summary of that meeting. The summary will be dated and initialed by both the supervisor and the unit members. (Not to be placed in the unit member's Personnel File). (Both parties agree)

13.5 Personnel Files

13.5.1 Classified personnel files are to be kept in accordance with rules and regulations as stated in California Education Code Section 44031.

13.5.2 Written derogatory information shall be shared with a unit member at a meeting with the supervisor, prior to being placed in the unit member's personnel file.

13.5.3 No unsubstantiated information of an anonymous nature shall be placed into the personnel file of a unit member.

13.6 Unit members shall be given an opportunity to attach a written response to any evaluation or written report concerning them. A unit member will be allowed a maximum of two (2) hours paid release time to prepare a written response, provided this time is scheduled by the supervisor so as not to interfere with the necessary operations of the District. Any responses will be filed with the supervisor's written material. The signature of an employee does not indicate agreement with the content of a performance evaluation report. (Both parties agree)

13.7 A "Not Meeting Standards" or "Needs Improvement" evaluation shall include recommendations specific to the area of deficit for improvements and provisions for assisting the unit member in implementing any recommendations made. Additionally, the evaluator shall complete the "Evaluation Improvement Plan" form attached to this agreement as Appendix D, and both shall sign the document indicating that it was discussed with the unit member. (Both parties agree)

13.7.1 The unit member who receives an "Evaluation Improvement Plan" shall be re-evaluated within 60-90 work days. (Both parties agree)

ARTICLE 14

GRIEVANCE

14.1 DEFINITIONS

- 14.1.1 A grievance is an allegation by a grievant that he/she has been adversely affected by a misinterpretation, misapplication, or violation of a specific provision of this Agreement. Article 3, District Rights is excluded from the Grievance Procedure. Grievance forms to be used are attached as Appendices E.
- 14.1.2 A grievant may be any unit employee or the Association covered by the terms of this Agreement.
- 14.1.3 A working day is any day in which the central administration office of the Rio School District is open for business.
- 14.1.4 The Immediate Supervisor is the lowest level administrator having immediate jurisdiction over the grievant, who has been designated to administer grievances.
- 14.1.5 The grievant has a right to representation.

14.2 INFORMAL LEVEL

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

14.3 FORMAL LEVEL

14.3.1 Level 1

- (a) Within ten (10) working days after the oral response from the immediate supervisor, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, and the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- (b) The supervisor shall communicate his/her decision to the employee in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond

within the time limits, the grievant may appeal to the next level.

- (c) Within the above time limits either party may request a personal conference.

14.3.2 Level 2

- (a) In the event the grievant is not satisfied with the decision at Level 1, he/she may appeal the decision on the appropriate form to the Administrator of Human Resources within ten (10) working days. This statement should include a copy of the original grievance, the decision rendered, and a clear concise statement of the reasons for appeal.
- (b) The Administrator of Human Resources shall communicate his/her decision within ten (10) working days after receiving the appeal. Either the grievant or the Administrator of Human Resources may request a personal conference within the above limits. If the Administrator of Human Resources does not respond within the time limits, the grievant may appeal to the next level.

14.3.3 Level 3

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

14.3.4 Level 4

- (a) If the grievant is not satisfied with the decision at Level 3, he/she may, within ten (10) working days submit a request in writing to CSEA for arbitration of the grievance. If approved by CSEA for arbitration, within ten (10) working days CSEA shall submit a request in writing, to the Superintendent for arbitration of the dispute. CSEA and

the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

- (b) The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.
- (c) The advisory arbitrator shall, as soon as possible, hear the evidence and render a decision on the issues or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
- (d) The advisory arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.
- (e) After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit, in writing, to all parties his findings and recommendations.

14.3.5 Level 5

- (a) In the event that either party is not satisfied with the arbitrator's decision, he/she may appeal the recommendation in writing, within ten (10) days to the Rio School District Governing Board.
- (b) The Board alone has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory and if, upon review, the Governing Board of Trustees determines that it is unable to render a final determination on the record, it may reopen the record by the taking of additional evidence.

ARTICLE 15

SPECIAL PROVISIONS

15.1 SAVINGS

In any provision of this Agreement or any application thereto to any employee is held to be contrary to law, by final judgment of a court of competent jurisdiction or a final decision by Public Employees Relations Board (PERB), then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

15.2 LOCKOUT

No lockout of Association members shall be instituted by the District during the term of this Agreement.

15.3 STRIKE

The Association will not condone or support the withholding of services by its members.

15.4 PUBLICITY

The parties agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, the party will issue a copy of the press release to the opposite party prior to submission to the public.

15.5 COMPLETION OF NEGOTIATIONS

Except for the reopening of negotiations on the issue of the work calendar, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were the subject of negotiations. Neither party will be required to negotiate any portion of this Agreement during the life of the Agreement, unless mutually agreed upon. The above shall not prevent either party from requesting the reopening of negotiations on any mandatory subject. Upon mutual agreement that negotiations may ensue, any subsequent agreements to modify or make additions to this contract shall not be effective unless reduced in writing and properly ratified and signed by both parties.

15.6 STUDENT HELPERS

The District will not hire more than one (1) student helper per each comprehensive school site.

15.7 EMPLOYER/EMPLOYEE RELATIONS

15.7.1 The District and CSEA agree that mutual respect should be shown among all supervisors and all bargaining unit members. Alleged violations of 15.7 shall not be subject to the grievance procedures within this Agreement. The District Complaint Procedure (AR1312.1) shall be used to process alleged violations of this section. The unit member shall be entitled to union representation if they have a reasonable belief that discipline may result.

15.7.2 Through regular labor relations meetings, dialogue will take place to identify concerns or issues that impact employee relations between the district and the Association. The labor relations meetings will be the vehicle used to identify programmatic impacts on unit members that may require full inclusion and participation of the unit member in any District-wide committee formed to develop the program. The District will include CSEA unit members in the District-wide committees as determined through the labor relations meetings. The District recognizes that the success of its programs is dependent upon input from all stakeholders and encourages unit members' participation in such committees when it is clear that there is an impact on the unit member.

15.8 RECLASSIFICATION OR REALLOCATION OF POSITIONS (Both parties agree)

~~**15.8.1** A unit member, the Association or District may request a reclassification or reallocation of a position at any time during January and February of each year.~~

15.8.1 ~~Either party may propose~~ CSEA may request a reclassification ~~at any time during the life of this Agreement~~ for any classified bargaining unit position ~~between September 1 and January 1 of any school year. When the duties being performed by a unit member are found to be inconsistent with the duties officially assigned to the person's position, the position shall be considered for reclassification.~~ Reclassification must be based on a gradual increase of higher level duties and responsibilities for the position. After a request for a reclassification of a position is submitted by CSEA, the District may conduct a comprehensive salary study, review relevant job descriptions and will consider the following criteria: ~~The parties have~~

~~established four (4) criteria for evaluating reclassification and salary adjustment proposals. They include~~ internal comparisons between classifications within the District, external comparisons between similar classifications in comparable districts, a change in duties of the classification involving increased complexity or responsibility, and the total cost of implementation of the reclassification agreement. (Both parties agree)

15.8.1.1 The District retains its right to determine the services needed for the District, the classification of positions and all rights to review and/or study the duties and compensation plans for unit members at any time. Should the District elect to conduct a formal job classification study of any one or more CSEA classifications, it shall notify the CSEA Chapter President. (Both parties agree)

15.8.2 Individual Bargaining Unit Member Reclassification: Individual unit members who believe they are working out of class and entitled to a reclassification due to a substantial and permanent change in job duties may submit a reclassification request to the HR Department. An increase in the volume of work shall not be the basis for a reclassification. The employee submitting the request must be a permanent classified employee and must have been performing the work, which is the basis for the reclassification request, for at least six months before the reclassification request. (Both parties agree)

15.8.2.1 Those bargaining unit members requesting reclassification shall submit their request on the District's Request for Reclassification Form. Reclassification requests must be submitted to the HR Department no later than April 1 of each year. The unit member must indicate the duties they are performing on an ongoing basis which they believe are outside their current classification/Job description. (Both parties agree)

15.8.2.2 Employees may apply for reclassification only one time during any school year. An employee must wait two years to reapply if their request for reclassification is denied. (Both parties agree)

15.8.2.3 A unit member who has received a reclassification may not apply for or be subject to another reclassification within the same job classification for at least two years from the date of the last reclassification request. (Both parties agree)

15.8.2.4 Salary Placement Due to Reclassification. In no event shall upward reclassification result in a loss of pay for a classified employee, and in no event shall reclassification change the

employee's anniversary date for the purposes of earning salary step increases. Unless agreed upon differently between the Parties, the reclassification shall become effective July 1st of the following fiscal year and the employee shall maintain his or her salary step. (Both parties agree)

ARTICLE 16

UNIFORMS

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

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

16.1.2 An annual allowance of \$100.00 shall be made available by August 15th for the purchase of closed toed, slip resistant footwear (Subject to 16.4). Food Service employees will be provided vendor information of where to purchase these shoes.

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

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

16.2 New food service employees will not be required to wear a uniform during the first two (2) months of employment, but must wear appropriate attire. After a bargaining unit member has been employed in a food service position for two (2) months, the District will provide the employee with the two hundred and fifty dollar (\$250.00) (as described above) allowance, and the employee will be required to adhere to the District's uniform policy.

16.3 The following positions will receive an annual allowance of \$150 made available by August 15th for the purchase of a safety toe work boot (Subject to 16.4).

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

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

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

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

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

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

16.5 Appropriate attire consists of shirts with sleeves, and closed heel and closed toe shoes, and no inappropriate logos. Shorts, sweatpants, and inappropriate logos are not acceptable attire.

16.6 Options for local vendors for employees to purchase the required shoes shall be selected annually by a joint committee consisting of not less than 2 representatives selected by the District and not less than 2 representatives selected by CSEA.

ARTICLE 17

TERM OF AGREEMENT

The parties agree it is in the interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

- 17.1 The parties agree to create a new collective bargaining agreement between CSEA and the District with a new term of November 1, 2021 to October 31, 2024. (Both parties agree)
- 17.2 The above referenced collective agreement shall embody all of the specific terms of the agreement that expired October 31, 2021 with the exception of the duration clause, and those otherwise agreed upon as part of successor negotiations. (Both parties agree)
- 17.3 The parties agree that they will continue negotiations (pursuant to EERA Section 3547) on their successor agreement issues (other than term). In years 2 and 3 of the agreement, the parties agree to reopen a maximum of 3 articles each. (Both parties agree)
- 17.4 Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act. (Both parties agree)
- 17.5 This agreement is subject to approval by the District Governing Board. (Both parties agree)

ARTICLE 18

TRANSPORTATION

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

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

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

A. ASSIGNMENTS

1. No less than one week prior to the start of the school year, all school bus routes (including the schedule and projected route times) will be posted for voluntary review. The Director of Maintenance, Operations and Transportation (MOT) shall be the final authority in determining the specific assignments of individual drivers.
2. Bus Drivers will be allowed up to fifteen (15) minutes daily for inspection, cleaning and fueling each assigned vehicle in addition to ten (10) minutes to complete required paperwork including daily inspection, hours of duty, time sheets and defect reports and is to be included within the unit member's assigned hours.
3. The District will provide up to a maximum of fifteen (15) hours per year of paid time to all regular bus drivers for compliance with State regulations for Drivers License/Training renewal.

B. EXTRA WORK ASSIGNMENTS

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

1. Requests for Extra Work Assignments

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

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

2. Definitions

- a. Extra Work Assignments are defined as transportation related assignments over and above the regularly assigned daily hours. Extra work assignments are different from overtime which is covered under Article 10 Working Hours.
- b. The work year starts the day before the first day of school and continues through the end of the last day of school.

3. Distribution of Extra Assignments

- a. All bus drivers are eligible consistent with the provisions of their California Special Driver Certificate and the appropriate notification to the department that they are requesting to work extra assignments.
- b. Beginning each year, extra assignments will be assigned, starting with the unit member with the most seniority. Work will be distributed by rotational seniority with the intent of keeping the amount of hours equalized.
- c. A seniority list of all bus drivers will be created at the beginning of each school year.
- d. In the event all bus drivers on the field trip list have refused or are not available for a field trip assignment, the trip shall be offered to qualified drivers on the Additional Transportation Department Work list.
- e. In the event all bus drivers on the Additional Transportation Department Work list have refused or are not available for an assignment, the extra time shall be offered to drivers on the Field Trip list.
- f. A bus driver will be given the assignment if their name is at the top of the rotational seniority list and they are qualified for the assignment.
- g. The bus driver will move to the bottom of the list once he/she completes the extra work assignment.
- h. A bus driver will move to the bottom of the list if he/she refuses the assignment for which they were qualified when his/her name was on top of the list. The bus driver's name will remain at the top of the

rotation list until he/she returns to work or until there is an assignment for which they are qualified.

- i. If a bus driver is absent or he/she is not qualified for the assignment, his/her name will not be rotated to the bottom of the list. The bus driver's name will remain at the top of the rotation list until he/she returns to work or until there is an assignment for which they are qualified.
- j. Overtime hours will be assigned on an equitable basis and assigned per Article 10 Working Hours.

4. Posting of Assignments

Lists will be visibly posted in the bus drivers' common area.

- a. Drivers Lists (including bus assignment, assigned hours, school assignment, and extra hour/field trip assignments) will be updated as changes occur.
- b. Field trip driver rotation list (Weekly)
- c. Additional Transportation Department Work rotation list (Weekly)
- d. Seniority List from district (start of each school year)

5. Refusals

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

6. Illness

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

7. Response Time

For an extra work assignment that begins within three (3) hours from when the assignment becomes available (including, but not limited to, bus breakdown, unexpected illness of bus driver on the job), when a bus driver is asked to perform that extra work assignment, the bus driver shall

immediately respond to accept or refuse the assignment. If the bus driver does not immediately accept the assignment, the bus driver is deemed to refuse the assignment and the bus driver must complete a refusal form.

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

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

C. ASSIGNMENTS OUTSIDE THE REGULAR SCHOOL YEAR

1. Summer School/Extended School Year

- a. Bus drivers must apply for summer school assignments per the established procedures of the Human Resources Department.
- b. Routes and availability of assignments will be determined by the district per the guidelines and need for all summer school programming.

APPENDIX A
CLASSIFIED SALARY SCHEDULE

APPENDIX B
CLASSIFIED EVALUATION FORM

NAME	DATE DUE	PROBATIONARY	ANNUAL	SPECIAL		
CLASSIFICATION		SCHOOL OR DEPARTMENT				
DEFINITION OF RATINGS: E-Exceeds Expectations M-Meets Expectations N-Needs Improvement U-Unsatisfactory						
	PERFORMANCE FACTORS	E	M	N	U	COMMENTS
1	Quality of Work: Consider the extent to which the work is accurate, neat, well organized and thorough.					
2	Work Habits: Consider the employee's effectiveness in organization and use of time.					
3	Working Relations: Measurement of ability to work with and through others. Ability to work effectively as part of a group.					
4	Meeting Work Commitments: Extent to which the employee completes work assignments and follows established procedures.					
5	Demonstration of Initiative: Extent to which the employee shows ingenuity in initiating job duties. Readiness to take action.					
6	Dependability and Reliability: Can be relied upon to carry out responsibilities of the position with minimal supervision.					
7	Attendance: Consider the employee's attendance and tardiness.					
8	Safety: Complies with District safety policies and practices. Operates equipment and/or vehicles in a safe manner. Reports any unsafe conditions.					
9	Communication Skills: Ability to get a verbal or written message across in a clear, organized and appropriate manner. Ability to understand instructions.					

DEVELOPMENT PLAN:

- Employee Strengths – Discuss areas in which the employee has demonstrated significant strengths or abilities. _____
- Improvement Needs – Based on overall performance, discuss areas which employee demonstrates need for improvement. _____

Based on Improvement Needs

- Development Need _____
- Development Plan/Approach _____
- Results Timeline _____

EVALUATOR'S COMMENTS: _____

Evaluator's Signature / Date

EMPLOYEE'S COMMENTS: _____

Employee's Signature (Does not indicate agreement) / Date

APPENDIX C
INSTRUCTIONAL ASSISTANT EVALUATION FORM

**RIO SCHOOL DISTRICT
INSTRUCTIONAL ASSISTANT EVALUATION**

Name _____ Location _____

Type of Evaluation: Annual _____ Special _____ Probation: 5 Mo _____ 11 Mo _____

Key: Outstanding Satisfactory Needs Improvement Unsatisfactory

Type of evaluation: Annual _____ Special _____ Probation: 5th mo. _____ 11th mo _____

I. INSTRUCTIONAL	O	S	N	U	Comments
Competency of subject matter					
Instructional techniques					
Monitoring small group activities					
Assisting in large group activities					
Use of instructional material					
Organization and preparation					
Maintain adequate instructional supplies					
Assist in preparation of instructional materials					
II. INTERPERSONAL RELATIONSHIPS TOWARDS:					
Student					
Teacher					
Staff					
III OTHER FACTORS					
Attendance					
Punctuality					
Initiative					
Quality of work					
Attitude					
Self-Improvement					

Classroom Teacher

Date

Principal

Date

11th Month Probation Employees only: I recommend permanency yes no

I have reviewed this evaluation with my supervisor. This signature does not imply that I agree with the above evaluation. I recognize that I have the opportunity to attach a response to this evaluation by submitting my written comments to the Director of Human Resources.

Employee Signature

Date

RSD-5/1/04

white: employee

yellow: personnel file

APPENDIX D
EVALUATION IMPROVMENT PLAN

RIO SCHOOL DISTRICT

EVALUATION IMPROVEMENT PLAN

[Addendum to Report of Performance]

This form must be completed when the Unit member's evaluation includes a "Needs Improvement" or "Not Meeting Standards" rating.

Unit Member Name: _____

Specific Area(s) in which the unit member does not meet job expectations: (please list and be specific)

| _____ | _____ |

Improvement Plan: (Evaluator's plan should include specific things that a unit member can do to improve their performance.)

Improvement Plan received and discussed with unit member by evaluator on:

Date

Signature of Evaluator

I received this improvement plan & it was discussed with me.

Date

Signature of Unit Member

(I understand that my signature does not indicate agreement with the content of the performance evaluation or of this plan.)

**APPENDIX E
GRIEVANCE FORMS**

GRIEVANCE – Level 1

Name of Grievant _____

Work Location _____

Date cause of grievance occurred _____

Date of Informal Conference: _____

Date of Supervisor's response from Informal Conference _____

Statement of Grievance (Please provide clear, concise statement of the grievance and the circumstances involved):

Specific section of contract alleged to have been violated (please be specific) _____

Remedy sought:

Date Filed _____

_____ **Grievant Signature** _____

Immediate Supervisor's Response

Signature _____

Immediate Supervisor's Name

Date _____

Level 1 grievance must be filed within ten (10) days of supervisor's response to informal conference.

GRIEVANCE – Level 2

Name of Grievant _____
Work Location _____

Date of Response Receipt of Level 1 _____

Reason for Appeal to Level 2 (Please provide clear, concise statement of the reason for the appeal of the decision at Level 1):

Remedy sought:

Date Filed _____ **Grievant Signature** _____

Administrator of Human Resources Response

Signature _____

Name of Administrator of Human Resources

Date _____

Grievant shall provide copies of Level 1 filing and the Response received to Level 1 with this Level 2 Appeal to the Administrator of Human Resources.

GRIEVANCE – Level 3

Name of Grievant _____
Work Location _____

Date of Response Receipt of Level 2 _____

Reason for Appeal to Level 3 (Please provide clear, concise statement of the reason for the appeal of the decision at Level 2):

Remedy sought:

Date Filed _____ **Grievant Signature** _____

Superintendent's Response

Signature _____

Superintendent's Name

Date _____

Grievant shall provide copies of Level 1 filing and the Response received to Level 1, a copy of the Level 2 Appeal, and a copy of the Response to Level 2 Appeal to the Superintendent with this Level 3 Appeal.

APPENDIX E
HEALTH AND WELFARE MOU


Memorandum of Understanding

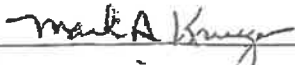
Health and Welfare

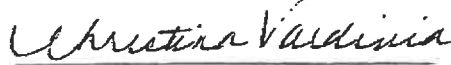
If Rio stays or leaves with CSEBO

1. RTA/CSEA shall each select its own representatives to the new organization's board (Trust, JPA).
2. Board representatives shall have release time to attend meetings (1 person from each Association.)
3. Withdrawal of funds from the new organization require signatures from Management, RTA representative and CSEA representative.
4. Withdrawal of any funds from the new organization or CSEBO must be negotiated and requires approval of all three groups (RTA, CSEA, and Management.)
5. The \$414,864 and \$107,000 previously withdrawn from CSEBO shall be used to offset future increase in health and welfare costs.
6. RTA, CSEA, or Management can require a meeting to discuss withdrawal of any money legally allowed to be withdrawn from the health and welfare organization.
7. Prior to changing health care organizations, the change shall be negotiated with each Association.
8. This Agreement does not affect any other matters within the jurisdiction of the impasse including negotiations regarding a maximum contribution for benefits.
9. The notes from the March 16, 2012 meeting are attached hereto.

This agreement is subject to ratification by each association and the Governing Board of the Rio School District.


R.T.A Representative
Rebecca Barbetti
4-11-12


Asst. Supt. for Business
Services
4/11/12


CSEA PRESIDENT
4/11/12



**TENTATIVE AGREEMENT
BETWEEN
RIO SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS RIO CHAPTER 329**

August 17, 2022

By signing below, both parties agree to the negotiated changes of the following articles:

- Article 1: Recognition
- Article 2: Association Rights
- Article 4: Salary
- Article 6: Employee Benefits
- Article 7: Holidays
- Article 8: Vacation
- Article 9: Leaves
- Article 10: Hours and Overtime
- Article 11: Safety
- Article 12: Transfer/Promotion
- Article 13: Evaluation Procedures
- Article 16: Uniforms (Status Quo)
- Article 15: Special Provisions
- Article 17: Terms of Agreement
- Article 19: Reclassification (New article proposed, but ultimately negotiated under Article 15)

Additionally, both parties agree that for the 21-22 school year the District will provide a 5% on schedule salary increase retroactive to July 1, 2021. For the 2021-2022 school year, CSEA Unit Members shall receive no less of salary increase than any other employee group.

For the District:

Rebecca Rocha

Leticia Diaz

Veronica Sanchez

For CSEA:

Alma Ramirez

[Signature]

[Signature]

Constantino Alvarado

[Signature]

[Signature]

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: CSEA

The proposed agreement covers the period:
 Beginning: 7/1/2021
 Ending: 6/30/2022

Employee Type:
 Certificated: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: Wednesday, September 21, 2022

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			For Multi-year Agreements		
			Current Year 2020-21	Year 2 2022-23	Year 3 2023-24
1.	Salary Schedule - Increase/(Decrease)	\$ 8,252,037	\$ 412,602 5.00%	\$ %	\$ %
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.	\$ 3,099,390	\$ 154,970 5.00%	\$ %	\$ %
5.	Health/Welfare Benefits - Increase/(Decrease)	\$	\$ %	\$ %	\$ %
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 11,351,427	\$ 567,571 5.00%	\$ %	\$ %
7.	Total Number (FTE) of Represented Employees	# 232	# 232	# 232	# 232
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 48,929	\$ 2,446 5.00%	\$ %	\$ %
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$	\$ %	\$ %	\$ %
9b.	-Substitute Daily Rate	\$	\$ %	\$ %	\$ %
	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary: 5% Salary increase retro to 7/1/2021 for fiscal year 21-22. This 5% was built into the budget for 21/22 Estimated Actuals and Adopted budget for 22/23.

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.):

n/a

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.):

All necessary budget adjustments were already included in the 2022/23 adopted budget.

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

n/a

E. Will this agreement create, increase, or decrease deficit financing in the current or future years? The 5% was already built into the adopted budget.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

The 5% on schedule is being paid from the ending fund balance for prior year and is part of the ongoing revenue budget for 2022/23 and future years.

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

The 5% ongoing salary increase will be funded by ending fund balance from 21/22 and ongoing revenue sources for 2022/23 and future years.

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

n/a

Disclosure of Collective Bargaining Agreement
 School District: Rio School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of <u>08/28/2022</u>	(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)	58,453,856	0	0	58,453,856
Remaining Revenues (8100-8799)	28,778,410	0	0	28,778,410
TOTAL REVENUES	87,232,266	0	0	87,232,266
EXPENDITURES				
1000 Certificated Salaries	29,423,377	0	0	29,423,377
2000 Classified Salaries	12,514,954	0	0	12,514,954
3000 Employees' Benefits	19,736,723	0	0	19,736,723
4000 Books and Supplies	4,032,508	0	0	4,032,508
5000 Services and Operating Expenses	11,852,203	0	0	11,852,203
6000 Capital Outlay	74,915	0	0	74,915
7100-7499 Other	1,552,687	0	0	1,552,687
TOTAL EXPENDITURES	79,187,367	0	0	79,187,367
OPERATING SURPLUS (DEFICIT)	8,044,899	0	0	8,044,899
OTHER SOURCES AND TRANSFERS IN	108,138	0	0	108,138
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	0	0	8,153,037
BEGINNING BALANCE	8,049,847	0	0	8,049,847
CURRENT YEAR ENDING BALANCE	16,202,884	0	0	16,202,884
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	30,000	0	0	30,000
Restricted (9740)	8,982,705	0	0	8,982,705
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	3,997,662	0	0	3,997,662
Reserve for Economic Uncertainties (9789)	2,375,621	0	0	2,375,621
Unappropriated Amounts (9790)	816,896	0	0	816,896

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

Please include comments and explanations as necessary: All adjustments as a result of this settlement is included in 2021/22 estimated actuals and 2022/23 adopted budget. In addition, we are in the process of generating a 45 day budget which will possibly result in an increase in the unassigned ending fund balance by \$3,723,370.

Disclosure of Collective Bargaining Agreement
School District: Rio School District

Multi-Year Projections

	(Col. 1) 2022-23 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2023-24	(Col. 3) Budget Year 2 2024-25
REVENUES			
LCFF Revenues (8010-8099)	58,453,856	58,533,902	57,778,092
Remaining Revenues (8100-8799)	28,778,410	9,785,285	9,895,223
TOTAL REVENUES	87,232,266	68,319,187	67,673,315
EXPENDITURES			
1000 Certificated Salaries	29,423,377	28,178,946	28,601,630
2000 Classified Salaries	12,514,954	11,783,131	11,959,878
3000 Employees' Benefits	19,736,723	19,003,509	19,348,928
4000 Books and Supplies	4,032,508	3,004,307	3,004,307
5000 Services and Operating Expenses	11,852,203	9,911,020	9,985,622
6000 Capital Outlay	74,915	74,915	74,915
7100-7499 Other	1,552,687	1,708,965	1,708,965
Other Adjustments		5,910,567	(3,992,174)
TOTAL EXPENDITURES	79,187,367	79,575,360	70,692,071
OPERATING SURPLUS (DEFICIT)	8,044,899	(11,256,173)	(3,018,756)
OTHER SOURCES AND TRANSFERS IN	108,138	110,301	112,507
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	8,153,037	(11,145,872)	(2,906,249)
BEGINNING BALANCE	8,049,847	16,202,884	5,057,012
CURRENT YEAR ENDING BALANCE	16,202,884	5,057,012	2,150,763
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	30,000	30,000	30,000
Restricted (9740)	8,982,705	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	3,997,662	0	0
Reserve for Economic Uncertainties (9789)	2,375,621	2,387,261	2,120,762
Unappropriated Amounts (9790)	816,896	2,639,751	1

Multi-Year Projections Assumptions: This is similar the the MYP submitted with budget adopted of 2022/23 because this settlement was included in the buget adoption.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2022-23	2023-24	2024-25
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 79,187,367	\$ 79,575,360	\$ 70,692,071
b. State Standard Minimum Reserve Percentage for this District	%	%	%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$	\$	\$

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

	2022-23	2023-24	2024-25
a. General Fund Budgeted Unrestricted Reserve for Economic Uncertainties	\$ 2,375,621	\$ 2,387,261	\$ 2,120,762
b. General Fund Budgeted Unrestricted Unappropriated Amount	\$ 816,896	\$ 2,639,751	\$ 1
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 3,192,517	\$ 5,027,012	\$ 2,120,763

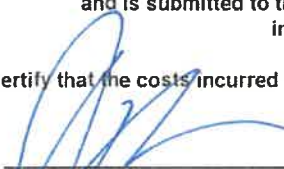
3. Do Unrestricted reserves meet the state standard minimum reserve amount?

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 AB1200 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)

John Puskis
 Printed Name

9/12/2022
 Date


 District Chief Business Official
 (Signature)

WALE SALEN
 Printed Name

9.12.22
 Date

10.7



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.7 Approval of Leader in Me Contract for Rio Plaza School with Franklin Covey
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	94,768.84
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of Leader in Me contract with Franklin Covey.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District will contract with Franklin Covey a multi-year contract to receive pricing and avoid future increases. The district will pay yearly amounts. Leader in Me is a research-validated comprehensive process designed to address social emotional needs, college and career readiness, and the development of a strong educational and student leadership, and professional development essential for sustained academic achievement.

Though award-winning leadership training for students and staff, Leader in Me exclusively incorporated some of the world's most respected leadership content.

Franklin Covey is the world leader in helping organizations for all industries achieve a dramatic change in culture with award-winning content, tools, methodology, training, coaching, and best-selling books all based on a foundation of timeless principles and proven practices.

The SEL curriculum by Leader in Me focuses on the personal and interpersonal leadership capacity of students, staff and families. A heightened focus on SEL programs in school helps students understand the complexities facing the globally interconnected world. As teachers implement the Leader in Me's CASEL-endorsed SEL curriculum, these programs will help students develop competency in self-awareness, self-management, social awareness, relationships skills and responsible decision-making.

Here is the pricing breakdown by year:

- Year 1 2022-2023: \$9,405.00
- Year 2 2023-2024: \$22,908.46
- Year 3 2024-2025: \$22,908.46
- Year 4 2025-2026: \$19,773.46

Year 5 2026-2027: \$19,773.46

Rio Plaza LIM Contract 2022-2027.pdf (215 KB)

Administrative Content

Executive Content

Leader in Me®

Leader in Me® Agreement

This Leader in Me Agreement (“Agreement”) is entered into as of the date given below (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”), and the following organization (“Client”):

Organization:	Rio Plaza	Contact Person:	Margarita Mosqueda
Address:	3001 N Ventura Rd	Telephone:	
City, State, Zip:	Oxnard, California 93036-2272	Email:	mmosqueda@rioschools.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the “Services”) to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

2022-2023

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Professional Development						
Core 1 Implementation Coaching Subscription	8/25/2022	8/24/2023	8/25/2022	\$3,135.00	3	\$9,405.00
Total Investment						\$9,405.00

2023-2024

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	8/25/2023	8/24/2024	8/25/2023	\$4,845.00	1	\$4,845.00
Professional Development						
Prepaid Lighthouse Core 2 (All Staff) Workshop	8/25/2023	8/24/2024	8/25/2023	\$3,135.00	1	\$3,135.00
Core 2 Implementation Coaching Subscription	8/25/2023	8/24/2024	8/25/2023	\$3,135.00	4	\$12,540.00
Materials*						
Core 2 LIM Participant Guide 4.1			Upon Shipping	\$28.50	28	\$798.00
Leader in Me Student Leadership Guide			Upon Shipping	\$5.46	250	\$1,365.00
Shipping						\$225.46
Total Investment						\$22,908.46

2024-2025

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	8/25/2024	8/24/2025	8/25/2024	\$4,845.00	1	\$4,845.00
Professional Development						
Prepaid Lighthouse Team 3 Consultant Daily Rate	8/25/2024	8/24/2025	8/25/2024	\$3,135.00	1	\$3,135.00
Core 3 Implementation Coaching Subscription	8/25/2024	8/24/2025	8/25/2024	\$3,135.00	4	\$12,540.00
Materials*						
Core 3 LIM Participant Guide 4.1			Upon Shipping	\$28.50	28	\$798.00
Leader in Me Student Leadership Guide			Upon Shipping	\$5.46	250	\$1,365.00
Shipping						\$225.46

Total Investment \$22,908.46

2025-2026

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	8/25/2025	8/24/2026	8/25/2025	\$4,845.00	1	\$4,845.00
Professional Development						
Academics 1 Workshop	8/25/2025	8/24/2026	8/25/2025	\$3,135.00	1	\$3,135.00
Academics 1 Implementation Coaching Subscription	8/25/2025	8/24/2026	8/25/2025	\$3,135.00	3	\$9,405.00
Materials*						
Academics 1 Participant Guide			Upon Shipping	\$28.50	28	\$798.00
Leader in Me Student Leadership Guide			Upon Shipping	\$5.46	250	\$1,365.00
Shipping						\$225.46

Total Investment \$19,773.46

2026-2027

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
Annual School Membership	8/25/2026	8/24/2027	8/25/2026	\$4,845.00	1	\$4,845.00
Professional Development						
Academics 2 Workshop	8/25/2026	8/24/2027	8/25/2026	\$3,135.00	1	\$3,135.00
Academics 2 Implementation Coaching Subscription	8/25/2026	8/24/2027	8/25/2026	\$3,135.00	3	\$9,405.00
Materials*						
Academics 2 Participant Guide			Upon Shipping	\$28.50	28	\$798.00
Leader in Me Student Leadership Guide			Upon Shipping	\$5.46	250	\$1,365.00
Shipping						\$225.46

Total Investment \$19,773.46

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

*Multi-year Discount applied to each line item

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Rio Plaza

Signature: _____

Signature: _____

Printed Name: Hannah Hergenroether

Printed Name: _____

Title: Client Engagement Coordinator

Title: _____

Effective Date: _____

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

10.8



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.8 Adoption of Resolution# 22/23-04 Sufficiency of Instructional Materials -Certification of provisions of standards-Aligned materials
Access	Public
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Resolution#22/23-04 Sufficiency of Instruction Materials.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Education Code Section 60119 requires each school district to hold a public hearing and to make a determination as to whether each pupil in each school of the district has sufficient textbooks and/or instructional materials.

- (1) Adopt Resolution #22/23-04 regarding Sufficiency of Textbooks; and
- (2) Certify compliance that each student has been provided with a standards-aligned textbook for reading/language arts, mathematics, history and science; and
- (3) Direct the Superintendent to keep the resolution and certification on file in the district for auditing purposes and to show that the provisions of the law have been met.

School district governing boards shall hold a public hearing and shall make determination through a Resolution, as to whether each pupil in the district, including English Learners, has or will have, prior to the end of the fiscal year, sufficient textbooks or instructional materials, or both, in reading/language arts, mathematics, history and science, consistent with the content and cycles of the curriculum frameworks adopted by the state.

If the school district governing board determines that there are insufficient textbooks or instructional materials, or both, the governing board shall provide information to classroom teachers and the public as to the reasons and shall take action to ensure that the situation is remedied. Such action may involve using any funds available to the district for instructional materials from any state and local source.

The attached resolution lists the curriculum areas and the date the Governing Board adopted the standards-aligned textbooks and materials. The textbooks were ordered and distributed to each school for distribution to each student. Staff recommends that the Governing Board adopt the resolution regarding sufficiency of textbooks.

Suff. Of Instr.Materials Resolution- (1) 9 12 22.pdf (128 KB)

Administrative Content

Executive Content

**RIO SCHOOL DISTRICT
RESOLUTION #22/23-04
SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS**

WHEREAS, the Governing Board of the Rio School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 21, 2022, at 6:00 p.m. which is on or before the end of the eighth week of school and which did not take place during or immediately following school hours, and;

WHEREAS, the Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stating the time, place and purpose of the hearing, and;

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Rio School district, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” means that each pupil, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

WHEREAS, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Rio School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient standards-aligned textbooks or instructional materials that are consistent with the cycles and content of the curriculum frameworks is provided to each student, including each English learner, in the following subjects:

SUBJECT	TITLE	PUBLISHER	DATE OF ADOPTION
Mathematics	Bridges (K-5) Connected Math Program 3 (6-8) Algebra (7-8)	Math Learning Center Pearson Pearson	2016 2016 2016
Science	Science (K-5) Focus on Earth (6) Focus on Life Science (7) Focus on Physical Science (8)	Pearson/Scott Foreman Glencoe Glencoe Glencoe	2008 2007 2008 2008
History/Social Science	History/Social Science (K-3) History/Social Science (4-6) World History (7) Creating America (8)	Scott Foresman Houghton Mifflin Mc Dougal Little Mc Dougal Littel	2006 2006 2006 2006
Reading/Language Arts	A Legacy of Literacy (K-6) Collections (6-8)	Houghton Mifflin Houghton Mifflin Harcourt (2017 version)	2003 2022
ELD	Hands On English (K) Carousel (1-3) (newcomers) Look (1-5) iLit (6-8)	Ballard & Tighe Ballard & Tighe Cengage Learning Pearson Education (2015 version)	2022 2022 2022 2022

THEREFORE, it is resolved that for the 2022-23 school year, the Rio School District has provided each student with sufficient standard-aligned textbooks or instructional materials consistent with the cycles and content of the curriculum frameworks.

Adopted the 21st day of September, 2022

PASSED and ADOPTED THIS 21st day of September, 2022 at a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

President, Board of Trustees

Clerk, Board of Trustees

10.9



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.9 Approval of Contract with HR Entertainment to Provide Mariachi and Folklorico Classes at Rio Real and Rio Plaza Dual Immersion Schools
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	73,750.00
Budgeted	Yes
Budget Source	ELOP Funds
Recommended Action	Staff recommends board approval of Mariachi and Folklorico classes at Rio Real school.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The purpose of this Ballet Folklorico project is to develop students who are socio-culturally aware and develop a knowledge of, and appreciation, for different types of music and dances associated with the various regions of Mexico. This will assist students in further developing a global perspective as they learn about different cultures and habits of the people and practices in other countries.

The plan for this project is to provide students with the opportunity to learn traditional dances that represent different regions of Mexico. The dances emphasize local folk culture with ballet characteristics and are performed throughout Mexico and other Latin American countries. This genre of dance is known throughout Mexico, Central America and the Southwestern United States and represents different regions in Mexico. Ballet Folklorico embraces our rich and diverse cultural traditions. Ballet Folklórico honors and promotes Mexican culture, heritage, and identity through traditional dance classes and performances for youth and the community.

Youth learn traditional dances of the various regions while gaining an appreciation for the lyrical, musical and colorful culture and traditions of Mexico. By practicing the movements, Ballet Folklórico youth learn to reveal the story of each dance while developing pride in their heritage, dignity and poise.

Historical Perspective of Mariachi Music in the United States

Mariachi music has become deeply rooted in the United States, where it has taken on unique characteristics and even influenced its Mexican counterpart. During the late 1950s and early 1960s, a number of organized mariachi

groups immigrated to Los Angeles (and its surrounding areas - Ventura County), an urban area that has in many ways become to the United States what Mexico City is to Mexico as an urban Mecca of mariachi music. In 1961, Nati Cano organized Los Camperos, which became the best-known U.S. mariachi and the country's pioneer group in popularizing this music among non-Hispanics. In 1969, Los Camperos opened La Fonda restaurant in Los Angeles, the world's first venue designed to showcase mariachi.

Additionally, Mariachi Uclatlán, founded in 1961 at the **University of California at Los Angeles Institute of Ethnomusicology**, pioneered the academic mariachi tradition, and today educational institutions throughout the United States, particularly in the Southwest, offer classes in mariachi music. The Oxnard Union High School District has integrated within the last ten years the Mariachi Music Program in all of their comprehensive High Schools.

HRENTERTAINMENT will be providing the Mariachi Music Program & The Ballet Folklorico Dance Instructors/Maestros. All personnel will go through the Human Resources Process in order to provide services to RSD students.

Mariachi Budget -

1. Cost of Mariachi **instructors/maestros** up to 81 hours (81 hours per instructor includes 3 events @ 2/hrs per event) **total of \$12,150**
 - a. Mariachi Maestro #1, 81 hrs x 50= \$4,050
 - b. Mariachi Maestro #2, 81 hrs x 50= \$4,050
 - c. Mariachi Maestro #3, 81 hrs x 50= \$4,050
2. Bus transportation for after school practice and Mariachi Performances/Events/Field Trips. Total for transportation is up up to **\$8,500**
 - a. Weekly Transportation for after school 50 days for 1 hr per day @ \$ 50.00 per hour is \$2,500
 - b. Transportation to Performance/Events/Field Trips including registration/entry fee, meal allocations, up to \$6,000 for the school year
3. Up to 40 **Mariachi outfits** @ \$350/outfit = **\$14,000** (no more than this amount)
4. **Instruments** - Violins, Guitars, Trumpets 40 @ ~ \$350/each = \$14,000

Río Real TOTAL - \$48,650

Instructor Budget = \$12,150

Transportation Budget = \$8,500

Mariachi Outfits = \$14,000

Instruments = \$14,000

Ballet Folklorico Budget:

1. Cost of Baile Folklorico **instructors/maestros** up to 81 hours (81 hours per instructor includes 3 events @ 2/hrs per event) **total of \$8,100**
 - a. Baile Folklorico Maestro #1, 81 hrs x 50= \$4,050
 - b. Baile Folklorico Maestro #2, 81 hrs x 50= \$4,050
2. **Bus transportation** for Folklorico Performances/Events/Field Trips.
 - a. Transportation to Performance/Events/Field Trips including registration/entry fee, meal allocations, up to **\$4,000** for the school year
3. Up to 40 **baile Folklorico outfits** @ \$325/outfit = **\$13,000**

**Rio Elementary School District
SHORT FORM SERVICES AGREEMENT**

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

This Services Agreement (the "Agreement") is made and entered into this 21 day of September 2022 by and between Rio School District District (hereinafter referred to as "District") and HR Entertainment (hereinafter referred to as "Provider.")

HR Entertainment
 Provider
P.O. Box 2572
 Street Address
Oxnard, CA 93034
 City, State, Zip code

805-598-5161
 Telephone Number
 Fax Number
JoseJoseGuzman@outlook.com
 E-mail Address

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

SERVICES

<u>Ballet Folklorico/Manachi Music Instruction - Real/Plaza</u>		
Description of Services		
<u>Sept 2022 - May 2023</u>	<u>Various after school</u>	<u>Rio Real/Rio Plaza</u>
Date(s) of Service	Hour(s) of Service <u>Hours</u>	Location

FEES

Compensation for Services	\$ <u>466,000.00</u>
Other Ancillary Cost, as applicable	\$ _____
Total not to Exceed	\$ <u>466,000.00</u>
<input type="checkbox"/> W-9 received	

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

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

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

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

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

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

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

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

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

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

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or

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

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

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

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

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

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

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

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

Commercial vehicles: \$1,000,000.00 combined single limit

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

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

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

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Provider signature _____ Date

SITE AGREEMENT

Site Administrator _____ Signature _____ Date

DISTRICT APPROVAL

District Administrator _____ Signature _____ Date

After School Program Initiative
Mariachi Music Instruction and Baile Folklorico Dance Instruction Program for
Rio Real and Rio Plaza 2022/23

Instruction Provider : HR Entertainment <https://hrentertainment.com/>

Funding Source: ELOP (Expanded Learning Opportunity program)

Total Cost:

Services provided

Rio Real: Tuesdays and Thursdays 2:30pm - 4:00 pm (90 x 2) 3 hrs a week

Mariachi - 3 teachers

Baile Folklorico 2 teachers

Total 15 hours per week x 50\$ hour weekly - \$750

Not to exceed 25 weeks x \$750 **Total \$18,750**

Rio Plaza: Mondays and Wednesdays 2:40pm - 4:10 pm (90 x 2) 3 hrs a week

Mariachi - 3 teachers

Baile Folklorico 2 teachers

Total 15 hours per week x 50\$ hour weekly - \$750

Not to exceed 25 weeks x \$750 **Total \$18,750**

Total Instructional Services Total \$37,500

Instruments for Program: 80 Guitars, Trumpets, Violins

Not to exceed: **Total \$28,000**

Total program cost Total \$66,000

10.10



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	10. Discussion/Action
Subject	10.10 Approval of the Unaudited Actuals for 2021/2022
Access	Public
Type	Action
Recommended Action	It is recommended that the Unaudited Actuals for 2021/2022 be approved.
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 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</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:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Unaudited Actuals will provide the financial status of all funds in the district at the end of the fiscal year 2021/2022. Pursuant to Education Code 42100 these reports will be completed and submitted to the County Office of Education by September 25, 2022.

The General Fund Unrestricted Reserve for Economic Uncertainties and Unassigned Amount is \$4,100,275 which is higher than the estimated Actuals reserve and Unassigned Amount by \$363,618 that was presented to the Board in June,2022. The district ended the year with a 5.22% reserve. The legally required reserve is 3%. The financial reports will also be audited by the District's independent auditor Eide Bailey and reviewed by Ventura County of Education .

2021-22 SACS Combined Unaudited Actuals (2).pdf (9,846 KB)

Administrative Content

Executive Content

11.2



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.2 Approval of the Minutes of Regular Board Meeting of August 17, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of August 17, 2022.
Minutes	View Minutes for Aug 17, 2022 - RSD Regular Board Meeting

Public Content

Speaker: John Púglisi, Ph.D.

Rationale:

Staff presents the minutes of the Regular Board Meeting of August 17, 2022.

MinReg08172022.pdf (66 KB)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Regular Board Meeting
August 17, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

1. Open Session 5:00 p.m.

1.1 Call to Order

President Anderson called the meeting at 5:00 p.m.

Trustee Torres asked for a moment of silence in remembrance of Carmen Ramirez, Ventura County Supervisor.

1.2 Pledge of Allegiance

President Anderson led the flag salute.

1.3 Roll Call

Trustee Torres called the roll; Trustee Martinez-Cortez was absent.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

President Anderson stated there is a correction to Item 10.26 Approval of the Ratification of the Award of Project at Rio del Sol approved by the Superintendent for the play structures, from Hughes General Engineering Project 22-10L. The funding source was changed from CFD Funds to Measure L.

2.2 Approval of the Agenda

Staff recommends approval as amended.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

3. Public Comment-Closed Session

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

There were no public comments on closed session items.

President Anderson adjourned the meeting into closed session at 5:05 p.m.

4. Closed Session

4.1 Conference with Legal Counsel – anticipated litigation, pursuant to Gov. Code § 54956.9 (d) (2). Number of matters: 2

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

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

4.4 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

4.5 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

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

5.1 Report of Closed Session

President Anderson reconvened the meeting at 6:

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

The Board met in Closed Session relative to Item 4.2, real property negotiations relative to property at 2600 N. Rose Avenue Property. As part of that discussion, the Board, by unanimous roll-call, approved Addendum No. 2 to the Purchase-Sale Agreement for a portion of the property, which authorizes a due diligence and close of escrow extension through December 15, and December 31, 2022, respectively; authorizes an increase in the security deposit, applicable to the final purchase price, in the amount of \$152,000; and authorizes the payment of 4.5% interest during the final 4-month period in exchange for such extension. Copies of the Addendum will be made available on request.

Also in closed session the Governing Board voted unanimously to accept the resignation from employee #2644.

6. Public Hearing

6.1 Notice of the Proposed Adoption of Developer Fee Justification Study and Statutory Mitigation Fees on Residential and Commercial Industrial Development Government Code Section 65995

President Anderson opened the Public Hearing at 7:20 p.m.

Joel Kirschenstein, Sage Consultant, District Consultant, stated the law provides for increase(s) in the Level 1 fees every other year provided the increase(s) is justified by an analysis of the costs for school districts to mitigate the impacts from development and its relationship to the per square foot amount permitted. On February 23, 2022, the State Allocation Board (SAB) increased Level 1 fees to the following rates: (a) new residential development/additions: \$4.79 per square foot of assessable residential development (previously \$4.08); and (b) commercial/industrial development: \$0.78 per square foot of covered or enclosed space (previously \$0.66). Since the District is a K-8, the fee is split with the high school district. Rio's portion of the Level 1 fee is \$3.40 per square foot for new residential developments / additions and \$0.55 per square foot for statutory commercial / industrial developer fees.

As there were no comments, President Anderson closed the hearing at 7:22 p.m.

7. Communications

Procedural: 7.1 Acknowledgement of Correspondence to the Board

Trustee Armas acknowledged emails received and forwarded. President Anderson stated that she also has received emails.

7.2 Board Member Reports

Board member reports were heard from Trustee Eisenhauer.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, President, RTA and Elena Ramirez, President, CSEA.

7.4 Superintendent Report

Superintendent Puglisi reported the process in preparation for the 2022/2023 school year, Facilities/Master Plan and school safety plan.

The district continues to work on staffing, preparing the facilities for students, the focus on learning and professional learning and collaboration.

Superintendent Puglisi also shared a construction update on the various projects.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes

There were no public comments.

8. Information

8.1 Business Services Report

Wael Saleh, Assistant Superintendent of Business Service, presented information on the 45 day budget.

8.2 Educational Services Report

Oscar Hernandez, Assistant Superintendent of Educational Services, presented reports on the Summer programs.

Veronica Rauschenberger, Director of School and Systems Improvement, updated the board on the purchase of ELD and ELA materials.

8.3 Human Resources Updates

Rebecca Rocha, Director of Human Resources, provided an update on enrollment and COVID cases.

9. Discussion/Action

9.1 Approval of Salary Increase for Confidential Employees

District staff recommends approval of the Salary Increase for Confidential Employees.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.2 Approval of Salary Increase for Management and Other Non-Represented Groups

District staff recommends approval of the salary increase for Management and other Non-Represented Groups.

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.3 Approval of Salary Increase for Superintendent

District staff recommends approval of the salary increase for the Superintendent.

Motion by Linda Armas, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.4 Approval of Authorization of Teaching Assignment- Speech & Hearing Therapy Services

Staff recommends approval of the authorization of teaching assignment-Speech and Hearing Therapy.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.5 Approval of Authorization of Teaching Assignments- Multiple Subject
Staff recommends approval of these authorizations of teaching assignments for Multiple Subject

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.6 Approval of MOU with RTA for Independent Study Program
Staff recommends approval of the MOU with RTA on the Long-term Independent Study Program

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.7 Approval of MOU with RTA for Rio del Sol Bell Schedule
Staff recommends approval of the MOU with RTA for the 2022-2023 Rio del Sol Middle School Bell Schedule.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.8 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.

Staff recommends renewing contract with Newsela for ELA, Science and Social Studies.

Motion by Linda Armas, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.9 ELD Adoption Instructional Materials Purchase

Staff recommends board approval of ELD Adoption materials purchases for the 2022-23 school year.

Motion by Kristine Anderson, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

9.10 ELA Adoption Instructional Materials Purchase for Middle Schools

Staff recommends board approval of ELA Adoption materials purchases for the 2022-23 school year.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

10. Consent

10.1 Approval of the Consent Agenda

Staff recommends approval of the consent agenda, as amended.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

10.2 Approval of the Minutes of the Regular Board Meeting of June 29, 2022

Resolution: Staff recommends approval of the Minutes of the Regular Board Meeting of June 29, 2022

10.3 Minutes of the Special Board Meeting of July 13, 2022

Resolution: Staff recommends approval of the Minutes of the Special Board Meeting of July 1, 2022.

10.4 Ratification of the Commercial Warrant for June 9, 2022 through July 27, 2022.

10.5 Approval of August Personnel Report

10.6 Approval of 2022-2023 Retired Administrators Contracts

10.7 Williams Quarterly Complaint Report

10.8 Williams Quarter 4 Report from VCOE

10.9 Approval of DMTI Renewal Contract for the 2022-2023 school year

10.10 Approval of California Lutheran University STEAM Pilot Program MOU

10.11 Approval of 360 Degree Customer Inc. Consultant Agreement

10.12 Contract with Camarillo Family YMCA to provide ELOP-funded kindergarten afterschool program at Rio del Sol

10.13 Renewal of Child Care Service Contract with YMCA

10.14 Contract with Catalyst Kids, Inc. to provide ELOP-funded TK and Kindergarten afterschool program at six elementary schools

10.15 Approval for Out of State Travel to La Cosecha Conference 2022

10.16 Contract with 360 Degree Customer Inc. for Speech and Language Services

10.17 Contract with ProCare Therapy for Speech Language Pathologist Assistant

10.18 Ratification of Purchase of classroom furniture from Worthington Direct for Rio Del Valle.

10.19 Approval of School Facilities Needs Analysis (SFNA/Developer Fee Justification Study (DFJS) Update and Resolution 22/23-03 allowing the District to Increase the Statutory Fees on Residential, Commercial and Industrial Development Projects.

10.20 Approval of Change Order for the Campus Wide Fire Alarm System at Rio Del Valle from Venco Electric, Project 21-08L.

10.21 Approval of Change Order #1 from Hughes General Engineering, Inc. for Project 22-10L, Rio Del Sol Playground Structures, to remove asphalt driveway radius at Play Structure Area for play structure equipment clearance and ADA Entry.

10.22 Approval of the Authorization of the Emergency Repairs at Rio Plaza School Pursuant to Public Contract Code Section 22035 Approval of Resolution No. 22/23-01.

10.23 Ratification of the Restoration and Remodel services by Blue Sky Restoration at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.

10.24 Ratification of the Campus Underground and Administrative Building Re-pipe services by M/M Mechanical, Inc. at Rio Plaza's Administration Building after the emergency plumbing repair that damaged the building.

10.25 Ratification of the Campus Underground emergency repair of the parking lot from the water line damage at Rio Plaza. BC Rincon Construction, Inc., repaired the parking lot and restriped it to return it to the existing configuration.

10.26 Approval of the Ratification of the Award of Project at Rio Del Sol approved by the Superintendent for the play structures, from Hughes General Engineering Project 22-10L.

10.27 Approval of Resolution 22/23-02 for the Notice of Completion of the Acoustical Wall Treatment in the Multi-Purpose Room at Rio Vista Middle School by Tech-Wall.

10.28 Approval of Change Order #1 from EJS Construction, Inc. for the Expedited Switchgear Cost/Fee to obtain Master Electrical Switchboard to meet project timelines and completion date at Rio Plaza Elementary School

11. Organizational Business

11.1 Future Items for Discussion

Trustee Torres requested an update on the After School Programs and Free and Reduced Lunch Programs. Trustee Armas requested more information on the student EBT Training and vaccinations for students.

11.2 Future Meeting Dates: Special Board Meeting August 31, 2022 and Regular Board Meeting September 21, 2022

12. Adjournment

12.1 Adjournment

President Anderson adjourned the meeting at 8:59 p.m.

Approved on this 21st day of September, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

11.3

**Agenda Item Details**

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of the Minutes of the Special Board Meeting of August 31, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends the approval of the Minutes of the Special Board Meeting of August 31, 2022.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff presents the minutes of the Special Board Meeting of August 31, 2022.

Administrative Content**Executive Content**

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



**Rio School District
Minutes
Special Board Meeting
August 31, 2022
Rio School District
1800 Solar Drive
Oxnard, CA 93030
Open Session: 5:00 p.m.**

Members present

Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

1. Preliminary Business

1.1 Call to Order

President Anderson opened the meeting at 5:00 p.m.

1.2 Pledge of Allegiance

President Anderson led the flag salute.

1.3 Roll Call

Trustee Torres called the roll, President Anderson and Trustees Torres, Eisenhauer and Armas were present. Trustee Martinez-Cortes was absent.

2. Approval of the Agenda

2.1 Agenda corrections, additions, and modifications.

There were no corrections, additions or modifications.

Staff recommends approval of the agenda, as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

2.2 Approval of the Agenda

Staff recommends approval of the agenda, as presented.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

3. Discussion/Information

3.1 Facilities/Master Planning Workshop

Dr. Puglisi opened the discussion with the assistance from Olivia Graf-Doyle, A43, John Baracy, Raymond James, and Dr. Joel Kirschenstein, district consultant

Information on completed projects and future projects were discussed. The Governing Board was able to ask questions.

3.2 Approval of the Contract with A4E for Safety and Facilities Projects Planning

Staff recommends the approval of the contract with A4E Architects for Safety and Facilities Projects Planning

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

3.3 Approval of Resolution 22/23-05 for the Notice of Completion of Project 21-08L

Campus Wide Fire Alarm at RdV-Venco

It is recommended that the Board approve the resolution for the Notice of Completion for Project 21-08L Campus Wide Fire Alarm at RdV-Venco

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Kristine Anderson, Felix Eisenhauer

4. Adjournment

4.1 Future Meeting Dates: September 21, 2022

4.2 Adjournment

President Anderson adjourned the meeting at 6:56 p.m.

Approved on this 21st day of September, 2022.

John Puglisi, Ph.D., Secretary

Date

Edith Martinez-Cortes, Clerk of the Board

Date

11.4



Agenda Item Details

Meeting Sep 21, 2022 - RSD Regular Board Meeting

Category 11. Consent

Subject 11.4 Approval of the Donation Report

Access Public

Type Action (Consent)

Fiscal Impact No

Dollar Amount 1,800.00

Budgeted Yes

Budget Source Donation Account

Recommended Action Staff recommends approval of the Donation Report.

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accepts the following donations:

Site	Doner	Use of Donation	Amount
DO	P. Addison Covert	Staff Welcome Back Lunch	\$600.00
DO	Anderson, Andelson, Loya	Staff Welcome Back Lunch	\$600.00
DO	Jensen Design	Staff Welcome Back Lunch	\$600.00

Donations for Sept..pdf (118 KB)

Administrative Content

Executive Content

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

11.5



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Approval of the September Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Pupil Personnel Services

Rationale:

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT

September 21, 2022

Certificated Personnel Report

Certificated Resignation:

Betzel, Kayce, Assistant Principal, Rio Del Valle (1.0 FTE)

Minichiello, Elise, Science Teacher, Rio del Valle (1.0 FTE) Effective 08/26/2022

Lopez, Diana, 4th Grade Teacher, Rio Plaza (1.0 FTE) Effective 09/09/2022

Certificated Ratification of Employment:

Ochoa Lopez, Maria, Dual Immersion Teacher Kindergarten, Rio Real (1.0 FTE) Effective 08/23/2022

Cervantez De Lira, Gloria, Dual Immersion Teacher 2nd Grade, Rio Plaza (1.0 FTE) Effective 08/23/2022

Vazquez, Brenda, Dual Immersion Teacher 2nd Grade, Rio Plaza (1.0 FTE) Effective 08/23/2022

Lopez, Diana, Elementary Teacher 4th Grade, Rio Plaza (1.0 FTE) Effective 08/23/2022

Martin, Paul, Speech and Language, District (1.0 FTE) Effective 08/23/2022

Morgan, Amber, Middle School Teacher, Rio del Sol (1.0 FTE) Effective 08/29/2022

Hibbitts, Megan, Special Education Teacher, Rio Vista (1.0 FTE) Effective 09/06/2022

Certificated Leave of Absence:

Nguyen, Fawn, District Math TOSA, District (1.0 FTE) LOA effective 22/23 School Year

Classified Personnel Report

Classified Involuntary Transfer:

Allen, Raymond, Campus Supervision Assistant, (5.5) hours, Rio Del Valle to Campus Supervision Assistant, (5.5) hours, Rio Vista, effective 8/23/22

Arceo, Nicole, from Instructional Assistant/Special Education, (5.75) hours, Rio Plaza to Instructional Assistant/Special Education, Rio Lindo, (5.75) hours, effective 8/23/22

Ceron, Jocelin, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Cologna, Donna, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Frias Garcia, Maria, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Gonzales, Arpaul, from Instructional Assistant/Special Education, (5.75) hours, Rio Del Norte to Instructional Assistant/Special Education, (5.75) hours, Rio Del Valle, effective 8/23/22

Owen, Alexa, from Instructional Assistant/Special Education, (5.75) hours, Rio Del Norte to Instructional Assistant Special Education, (5.75) hours, Rio Rosales, effective 8/23/22

Partida, Kaytlyn, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Revelez, Linda, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Rosales, Brenda, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Silva, Alexandra, from Instructional Assistant/Special Education, (5.75)hrs, Rio Del Norte to Instructional Assistant/Special Education, (5.75)hrs, Rio Del Sol, effective 8/23/22

Thompson, Kiana, from Instructional Assistant/Special Education, (5.75)hrs, Rio Plaza to Instructional Assistant/Special Education, (5.75)hrs, Rio Lindo, effective 8/23/22

Vega, Mari, from Instructional Assistant/Special Education, (5.75) hours, Rio Rosales to Instructional Assistant/Special Education (5.75) hours, effective 8/23/22

Zarate, Israel, from Instructional Assistant/Special Education (5.75) Rio Rosales to Instructional Special Education, (5.75) hours,

Classified Promotion:

Barajas, Cassandra, from Campus Supervision Assistant, (4.5) hours, Rio Rosales to Instructional Assistant (5) hours, Rio Del Norte, effective 8/23/22

Eskridge, Susan, from Account Clerk I/ASB, (4)hrs & Account Clerk II, (4)hrs to Account Clerk II, (8)hrs, effective 8/1/22

Fernandez, Melissa, from Campus Supervision Assistant, (4.5)hrs to Instructional Assistant, (5)hrs, Rio Rosales, effective 8/23/22

Fino, Darlene, from Secretary (8) hours, District Office to Data Analyst, (8) hours, District Office, effective 8/22/22

Flowers, Lindsey, from Campus Supervision Assistant, (3.25) Rio Del Mar to Instructional Assistant/Special Education (3.5) hours, Rio Del Mar, effective 8/23/22

Gonzales, Myrna, from Campus Supervision Assistant, (4.33) hours, Rio Rosales to Instructional Assistant, (5) hours, Rio Plaza, effective Rio Plaza, effective 8/23/22

Hernandez, Cesar, from Campus Supervision Assistant, (3.75) hours to Instructional Assistant/Special Education, (5.75) hrs Rio Lindo, effective 8/23/22

Hernandez, Cesar, from Food Service Worker I, (2) hours to Instructional Assistant/Special Education, (5.75) hrs Rio Lindo, effective 8/23/22

Nungaray, Lourdes, from Food Service Worker I, (4.5) hours, Rio Plaza to Food Service Worker II, (5.5) hours, Rio Vista, effective 8/23/22

Rugerio, Mari, from Food Service Manager, (8) hours, Rio Del Mar to Department Manager, (8) hours, effective 8/22/22

Classified Ratification of Employment:

Alfaro, Juliana, Clerk Typist II - Bilingual/Biliterate, (8) hours, District Office, effective 8/22/22

Cabral, Serrina, Instructional Assistant, (5) hours, Rio Rosales, effective 8/23/22

Furraganan, Sierra, Instructional Assistant/Special Education (5.75) hours, Rio Del Valle, effective 8/23/22

Galaviz, Richard, Instructional Assistant/Special Education, (5.75) hours, Rio Del Mar, effective 8/23/22

Garcia Arreola, Ileene, Instructional Assistant, 5 hours, Rio Lindo, effective 8/23/22

Hernandez, Cecilia, Instructional Assistant, 5 hours, Rio Plaza, effective 8/23/22

Lopez, Jazmine, Student & Family Support Specialist, (5.75) hours, Rio Vista, effective 8/15/22

Magana, Jacqueline, Instructional Assistant/Special Education, (5.75) hours, Rio Del Norte, effective 8/23/22

Marquez, Maricruz, Instructional Assistant, (5) hours, Rio Del Mar, effective 8/23/22

Rabelo, Liliana, Library Clerk, (8) hours, Rio Real, effective 8/23/22

Rocha, Rosal, Campus Supervision Assistan, (4.5) hours, Rio Del Valle, effective 9/6/22

Rodriguez, Karina, Campus Supervision Assistant, (4.75) hours, Rio Lindo, effective 9/9/22

Stewart, Jessica, Instructional Assistant, (5) hours, Rio Del Mar, effective 9/6/22

Villarrial, Gina, Account Clerk II, (4) hours, District Office, effective 8/29/22

Villarrial, Gina, Account Clerk I/ASB, (4) hours, District Office, effective 8/29/22

Classified Management Resignation:

Perdue, Celeste, Director of Fiscal Services, (8) hours, District Office, effective 8/24/22

Classified Resignation:

Del Toro, Adriana, Campus Supervision Assistant, (5.75) hours, Rio Del Sol, effective 8/19/22

Jasso Ambriz, Gabriela, from Instructional Assistant/Special Education, (5.75) hours, Rio Plaza, effective 8/15/22

Mendez, Gregory, Instructional Assistant/Special Education, (5.75) hours, Rio Real, effective 8/12/22

Rivera, Maria, from Data Analyst, 8 hours, District Office, effective, 8/4/22

Sanchez, Samuel, Campus Supervision Assistant, (5) hours, Rio Del Nortor, effective 8/10/22

Classified Voluntary Transfer:

Castellanos, Brenda, from Instructional Specialist Behavior (5.75) hours, District Office to Instructional Assistant/Special Education, (5.75) hours, Rio Del Mar, effective 8/23/22

Mendez, Nancy, from Campus Supervision Assistant, (5.5) hours, Rio Plaza to Campus Supervision Assistant, (4.5) hours, Rio Rosales, effective 9/6/22

Classified Short-Term Employment:

Amico, Tashimi, LST, effective 8/23/22

Alatorre, Tanya, LST, effective 8/23/22

Baez, Edgar, LST, effective 8/23/22

Franckowiak, Shawna, LST, effective 8/23/22

Gomez, Rocio, LST, effective 8/23/22

Gomez, Rogelio, LST, effective 8/23/22

Gonzalez, Chris, LST, effective 8/23/22

Magana, Carmen, LST, effective 8/23/22

Martinez, Kristopher, LST, effective 8/23/22

Mendez, Brisa, LST, effective 8/23/22

Royan, Michelle, LST, effective 8/23/22

Wilmot, Unabette, LST, effective 8/23/22

11.6



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Ratification of the Commercial Warrant for July 28, 2022 through September 8, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	6,223,242.21
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period July 28, 2022 through September 8, 2022

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$6,223,242.21 which includes processing payments for all funds of the District in the following amounts for the period July 28, 2022 through September 8, 2022.

Fund 010	General Fund	\$3,567,808.32
Fund 130	Cafeteria Fund	\$160,529.94
Fund 212	Building Fund Measure L	\$1,620,923.29
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$15,318.78
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$164,746.82
Fund 490	Capital Projects Fund for Blen	\$693,915.06
Less Unpaid Tax Liability		\$ <u>0</u>
Total:		\$6,223,242.21

Sept. Commercial Warrant.pdf (1,531 KB)

Administrative Content

Executive Content

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

Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046050	08/04/2022	Tax Deferred Services Corporate Office Suite 209	010-3901	40,000.00	
5009046035	07/28/2022	AMAZON CAPITAL SERVICES	010-4200	819.21	
5009046036	07/28/2022	Safe & Civil Schools dba Ancora Publishing	010-4200	3,635.72	
5009046093	08/08/2022	J&C Books	010-4200	1,234.53	
5009046105	08/09/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-4200	329.74	
5009046112	08/09/2022	The Math Learning Center	010-4200	582.35	
5009046147	08/16/2022	AMAZON CAPITAL SERVICES	010-4200	1,884.04	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-4200	505.74	
5009046208	08/22/2022	The Math Learning Center	010-4200	6,169.50	
5009046317	08/30/2022	MAPS.COM	010-4200	383.93	
5009046034	07/28/2022	Advance Auto Parts	010-4300	908.48	
5009046035	07/28/2022	AMAZON CAPITAL SERVICES	010-4300	10,004.50	
5009046037	07/28/2022	Cinemark-Century Riverpark	010-4300	210.00	
5009046038	07/28/2022	Ralph D' Oliveira	010-4300	1,303.61	
5009046042	07/28/2022	Sam's Club Direct	010-4300	67.74	
5009046044	07/28/2022	TELCOM, INC	010-4300	129.81	
5009046051	08/04/2022	Lindley, Beth	010-4300	111.30	
5009046053	08/04/2022	Maria, Julie E	010-4300	532.20	
5009046056	08/04/2022	Advance Auto Parts	010-4300	2,156.78	
5009046058	08/04/2022	AMAZON CAPITAL SERVICES	010-4300	1,995.64	
5009046059	08/04/2022	BARON INDUSTRIES	010-4300	182.08	
5009046061	08/04/2022	C & M AUTO TRUCK ELECTRIC	010-4300	895.21	
5009046063	08/04/2022	Center Glass Co	010-4300	920.00	
5009046071	08/04/2022	Grainger	010-4300	1,419.25	
5009046074	08/08/2022	Mendez, Adellne	010-4300	40.82	
5009046076	08/08/2022	Schuster, Lauren T	010-4300	45.89	
5009046077	08/08/2022	Sanchez, Luke	010-4300	168.00	
5009046079	08/08/2022	Partida, Kaytlyn A	010-4300	171.96	
5009046081	08/08/2022	Guevara, Christopher J	010-4300	42.46	
5009046082	08/08/2022	Mondragon, Deyvonne X	010-4300	154.04	
5009046083	08/08/2022	Perez, Paige	010-4300	66.46	
5009046092	08/08/2022	House Sanitary Supply	010-4300	822.48	
5009046094	08/08/2022	JOHNSTONE SUPPLY	010-4300	131.15	
5009046096	08/08/2022	LAKESHORE	010-4300	31.22	
5009046100	08/08/2022	Aswell Trophy	010-4300	1,534.09	
5009046109	08/09/2022	Learning Without Tears	010-4300	1,051.41	
5009046110	08/09/2022	Linde Gas & Equipment Inc.	010-4300	114.37	
5009046111	08/09/2022	Mark It Place	010-4300	11,033.77	
5009046115	08/09/2022	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	580.00	
5009046116	08/09/2022	O'Reilly Auto Parts	010-4300	313.45	
5009046117	08/09/2022	ODP Business Solutions	010-4300	944.91	
5009046121	08/09/2022	REALLY GOOD STUFF LLC	010-4300	341.48	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046125	08/09/2022	Traffic Technologies, LLC	010-4300	52.44	
5009046126	08/09/2022	Velocity Truck Center	010-4300	1,189.28	
5009046131	08/10/2022	Lindley, Beth	010-4300	120.58	
5009046141	08/10/2022	Studies Weekly	010-4300	1,938.64	
5009046147	08/16/2022	AMAZON CAPITAL SERVICES	010-4300	25,431.83	
5009046153	08/16/2022	California Sport Design	010-4300	13,065.20	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-4300	20,745.15	
5009046161	08/16/2022	Velocity Truck Center	010-4300	1,855.02	
5009046164	08/17/2022	Mosqueda, Margarita	010-4300	134.15	
5009046166	08/17/2022	Zaritsky, Deborah H	010-4300	45.27	
5009046168	08/17/2022	Preciado, Sheryl	010-4300	117.26	
5009046172	08/17/2022	Dutell, Arlene V	010-4300	59.88	
5009046173	08/17/2022	Marquez, Maricruz	010-4300	35.00	
5009046177	08/17/2022	El Pollo Norteno, Inc	010-4300	7,070.00	
5009046182	08/17/2022	MJP COMPUTERS	010-4300	507.15	
5009046184	08/17/2022	School Datebooks, Inc.	010-4300	2,933.11	
5009046186	08/17/2022	Southwest School & Office Supply	010-4300	685.54	
5009046187	08/17/2022	TELCOM, INC	010-4300	231.60	
5009046188	08/17/2022	ULINE	010-4300	1,741.40	
5009046192	08/17/2022	VC Metals Inc	010-4300	293.08	
5009046201	08/22/2022	Barnes & Noble Inc.	010-4300	5,711.53	
5009046208	08/22/2022	The Math Learning Center	010-4300	7,249.16	
5009046210	08/22/2022	ODP Business Solutions	010-4300	4,275.68	
5009046216	08/24/2022	Aswell Trophy	010-4300	3,418.00	
5009046234	08/24/2022	SANTA MARIA TIRE	010-4300	795.59	
5009046235	08/24/2022	SC FUELS	010-4300	5,113.94	
5009046238	08/24/2022	Southwest School & Office Supply	010-4300	5,688.27	
5009046239	08/24/2022	Sphero, Inc.	010-4300	119.89	
5009046240	08/24/2022	Studies Weekly	010-4300	786.68	
5009046244	08/24/2022	ZOO-PHONICS	010-4300	776.51	
5009046256	08/30/2022	Lindley, Beth	010-4300	120.58	
5009046257	08/30/2022	Peraza, Mayte F	010-4300	181.52	
5009046265	08/30/2022	Mosqueda, Margarita	010-4300	143.21	
5009046267	08/30/2022	Zaritsky, Deborah H	010-4300	60.91	
5009046275	08/30/2022	Jimenez, Sarahi	010-4300	57.94	
5009046276	08/30/2022	Erickson, Adam L	010-4300	174.90	
5009046283	08/30/2022	Howatt, Ryan M	010-4300	289.34	
5009046294	08/30/2022	Stamps, Sharon M	010-4300	485.27	
5009046297	08/30/2022	Laveaga, Lizbeth	010-4300	17.73	
5009046300	08/30/2022	Airgas	010-4300	31.50	
5009046302	08/30/2022	Aswell Trophy	010-4300	3,574.55	
5009046303	08/30/2022	BARON INDUSTRIES	010-4300	174.36	
5009046305	08/30/2022	Bertrands Music (Pedersens)	010-4300	5,435.19	
5009046309	08/30/2022	DEMCO BIN 88623	010-4300	165.65	
5009046314	08/30/2022	HOME DEPOT CREDIT SERVICES	010-4300	9,820.62	

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Checks Dated 07/28/2022 through 09/08/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046318	08/30/2022	OTC BRANDS, INC.	010-4300	83.59	
5009046320	08/30/2022	POSITIVE PROMOTIONS	010-4300	355.45	
5009046325	08/30/2022	SANTA MARIA TIRE	010-4300	795.59	
5009046326	08/30/2022	SC FUELS	010-4300	3,739.52	
5009046331	08/30/2022	Zaner-Bloser Ed. Publishers	010-4300	5,363.49	
5009046337	08/30/2022	Diener's Electric Inc.	010-4300	6,125.12	
5009046338	08/30/2022	F.G.Wilcox, Inc.	010-4300	8.74	
5009046347	08/30/2022	SCHOOL NURSE SUPPLY, INC.	010-4300	2,690.53	
5009046350	08/30/2022	ANDRE VASQUEZ	010-4300	530.28	
5009046368	09/02/2022	Betsy Pegler	010-4300	772.67	
5009046369	09/02/2022	Stephen Clark	010-4300	450.00	
5009046372	09/02/2022	Grainger	010-4300	1,281.90	
5009046373	09/02/2022	LISETTE GARCIA	010-4300	1,800.67	
5009046375	09/02/2022	Ryan Emery	010-4300	1,056.86	
5009046377	09/06/2022	Advance Auto Parts	010-4300	1,553.66	
5009046378	09/06/2022	AMAZON CAPITAL SERVICES	010-4300	4,137.44	
5009046382	09/06/2022	BARON INDUSTRIES	010-4300	60.81	
5009046386	09/06/2022	Franklin Covey	010-4300	154.44	
5009046390	09/06/2022	Sam's Club Direct	010-4300	299.52	
5009046391	09/06/2022	Savannah Romp	010-4300	412.53	
5009046400	09/08/2022	Stephen Clark	010-4300	900.00	
5009046404	09/08/2022	JOHNSTONE SUPPLY	010-4300	1,704.82	
5009046405	09/08/2022	Kimball Midwest	010-4300	7,562.93	
5009046408	09/08/2022	O'Reilly Auto Parts	010-4300	193.88	
5009046411	09/08/2022	Pacific Equipment	010-4300	927.73	
5009046412	09/08/2022	PARADISE CHEVROLET	010-4300	233.78	
5009046092	08/08/2022	House Sanitary Supply	010-4325	1,823.12	
5009046120	08/09/2022	Pioneer Chemical Co	010-4325	5,004.54	
5009046227	08/24/2022	House Sanitary Supply	010-4325	837.09	
5009046238	08/24/2022	Southwest School & Office Supply	010-4325	63.25	
5009046319	08/30/2022	Pioneer Chemical Co	010-4325	3,153.34	
5009046059	08/04/2022	BARON INDUSTRIES	010-4360	109.97	
5009046068	08/04/2022	Ewing Irrigation Products Inc	010-4360	2,537.96	
5009046091	08/08/2022	Green Thumb Nursery	010-4360	178.26	
5009046118	08/09/2022	Pacific Earth Resources DBA Pacific Sod	010-4360	96.20	
5009046180	08/17/2022	Green Thumb Nursery	010-4360	160.73	
5009046200	08/17/2022	YAMA LAWNMOWER REPAIR	010-4360	392.16	
5009046235	08/24/2022	SC FUELS	010-4360	799.88	
5009046310	08/30/2022	Ewing Irrigation Products Inc	010-4360	2,381.56	
5009046314	08/30/2022	HOME DEPOT CREDIT SERVICES	010-4360	1,373.04	
5009046326	08/30/2022	SC FUELS	010-4360	584.90	
5009046330	08/30/2022	YAMA LAWNMOWER REPAIR	010-4360	298.11	
5009046411	09/08/2022	Pacific Equipment	010-4360	103.88	
5009046121	08/09/2022	REALLY GOOD STUFF LLC	010-4400	1,696.36	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-4400	524.39	
5009046188	08/17/2022	ULINE	010-4400	1,464.02	
5009046300	08/30/2022	Airgas	010-4400	70.24	
5009046385	09/08/2022	EBS HEALTHCARE	010-5100	2,465.00	
5009046052	08/04/2022	Hernandez, Maria M	010-5200	161.60	
5009046054	08/04/2022	Castellanos, Brenda	010-5200	17.02	
5009046055	08/04/2022	Hudson, Leslie	010-5200	531.45	
5009046062	08/04/2022	Caasfep	010-5200	550.00	
5009046072	08/08/2022	Jaramillo, Rocio	010-5200	15.00	
5009046073	08/08/2022	Hernandez, Maria M	010-5200	264.91	
5009046078	08/08/2022	Leon, Juliana	010-5200	4.75	
5009046080	08/08/2022	Magana, Carlos S	010-5200	30.00	
5009046102	08/08/2022	Leslie Hudson	010-5200	688.66	
5009046132	08/10/2022	Beckman, Janelle	010-5200	11.13	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-5200	5,182.62	
5009046164	08/17/2022	Mosqueda, Margarita	010-5200	200.94	
5009046165	08/17/2022	Hernandez, Maria M	010-5200	245.98	
5009046171	08/17/2022	Magana, Carlos S	010-5200	15.00	
5009046174	08/17/2022	Esquivel, Samantha A	010-5200	34.25	
5009046194	08/17/2022	Ventura County Office of Education Business	010-5200	900.00	
5009046255	08/30/2022	Phillips, Debra	010-5200	155.00	
5009046260	08/30/2022	Oropeza, Michelle	010-5200	155.00	
5009046291	08/30/2022	Hernandez, Ana G	010-5200	21.38	
5009046334	08/30/2022	Adam Erickson	010-5200	1,208.66	
5009046346	08/30/2022	VERONICA RAUSCHENBERGER	010-5200	1,735.20	
5009046136	08/10/2022	SAN JOAQUIN COUNTY OF EDUCATIO COUNTY SCHOOL SERVICE FUND	010-5300	1,274.75	
5009046413	09/08/2022	School Services Of California	010-5300	4,260.00	
5009046193	08/17/2022	VENTURA COUNTY SELF-FUNDING AUTHORITY	010-5450	399,622.00	
5009046209	08/22/2022	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009046176	08/17/2022	SOUTHERN CALIF. EDISON	010-5520	37,740.66	
5008046179	08/17/2022	THE GAS COMPANY	010-5530	854.18	
5009046339	08/30/2022	THE GAS COMPANY	010-5530	989.30	
5009046064	08/04/2022	CITY OF OXNARD	010-5540	27,570.09	
5009046086	08/04/2022	CULLIGAN WATER	010-5540	409.75	
5009046189	08/17/2022	UNITED WATER CONSERVATION DIST	010-5540	5,728.71	
5009046301	08/30/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	244.00	
5009046308	08/30/2022	California American Water	010-5540	257.69	
5009046335	08/30/2022	Arrow Environmental Intl.	010-5540	500.00	
5009046088	08/08/2022	E J Harrison & Sons	010-5560	189.40	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-5600	1,147.00	
5009046199	08/17/2022	XEROX CORPORATION	010-5600	559.08	
5009046202	08/22/2022	Bertrands Music (Pedersens)	010-5600	10,017.55	
5009046299	08/30/2022	JOHN HUNTER AFFORDABLE TABLES & CHAIRS	010-5600	3,300.00	
5009046336	08/30/2022	De Lage Landen Financial Services, Inc.	010-5600	412.98	
5009046046	07/29/2022	BC Rincon Construction	010-5610	19,775.20	
5009046065	08/04/2022	COGGS TIRE SERVICE	010-5610	23.43	
5009046106	08/09/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.86	
5009046138	08/10/2022	Sonitrol	010-5610	483.00	
5009046150	08/16/2022	BC Rincon Construction	010-5610	25,951.00	
5009046152	08/16/2022	C & M AUTO TRUCK ELECTRIC	010-5610	440.00	
5009046187	08/17/2022	TELCOM, INC	010-5610	607.50	
5009046202	08/22/2022	Bertrands Music (Pedersens)	010-5610	2,625.46	
5009046411	09/08/2022	Pacific Equipment	010-5610	369.13	
5009046341	08/30/2022	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612	10,145.63	
5009046342	08/30/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	1,919.87	
5009046399	09/06/2022	XEROX CORPORATION	010-5612	5,053.47	
5009046060	08/04/2022	Ron O'Brien dba Bee Specialist	010-5620	150.00	
5009046067	08/04/2022	DURBIANO FIRE EQUIPMENT, INC.	010-5620	2,160.56	
5009046123	08/09/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	
5009046304	08/30/2022	Ron O'Brien dba Bee Specialist	010-5620	150.00	
5009046323	08/30/2022	Kevin Cluff dba Restoration Hardwood	010-5620	9,150.00	
5009046142	08/10/2022	Sunbelt Rentals	010-5630	639.83	
5009046190	08/17/2022	United Site Services	010-5630	4,146.37	
5009046039	07/28/2022	DMTI INC	010-5800	15,000.00	
5009046040	07/28/2022	DUDE SOLUTIONS	010-5800	5,435.16	
5009046047	07/29/2022	CDTF	010-5800	46.00	
5009046048	08/01/2022	Santa Barbara Zoo	010-5800	1,690.00	
5009046057	08/04/2022	Adam Burton	010-5800	1,610.00	
5009046069	08/04/2022	Explore Learning	010-5800	3,295.00	
5009046075	08/08/2022	Dena, Gabriela	010-5800	52.00	
5009046098	08/08/2022	Moxi, The Wolf museum of Exploration & Innovation	010-5800	1,800.00	
5009046099	08/08/2022	Tammy Van Fleet, PHD, BCBAD	010-5800	425.00	
5009046104	08/09/2022	EdClub Inc.	010-5800	329.60	
5009046107	08/09/2022	IXL Learning	010-5800	6,550.00	
5009046108	08/09/2022	Learning Priority, Inc	010-5800	4,950.00	
5009046114	08/09/2022	Most Excellent Enterprises	010-5800	1,350.00	
5009046122	08/09/2022	RENAISSANCE LEARNING INC.	010-5800	4,130.00	
5009046128	08/10/2022	ESGI	010-5800	16,960.00	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046130	08/10/2022	Organized Binder	010-5800	21,285.31	
5009046133	08/10/2022	Field Hockey Federation, Inc	010-5800	3,000.00	
5009046134	08/10/2022	Genesis Technologies, Inc	010-5800	2,896.00	
5009046137	08/10/2022	SERVICE PRO-FIRE PROTECTION	010-5800	5,464.86	
5009046143	08/10/2022	TAFT ELECTRIC	010-5800	5,264.18	
5009046145	08/10/2022	TeacherFit, LLC	010-5800	725.00	
5009046146	08/10/2022	ThomasKelly Software Assoc.	010-5800	1,000.00	
5009046149	08/16/2022	AUTO CITY GLASS	010-5800	4,012.06	
5009046155	08/16/2022	Golden State Alarms, Inc.	010-5800	4,827.58	
5009046157	08/16/2022	Sonitrol	010-5800	24,437.37	
5009046159	08/16/2022	US BANK	010-5800	2,376.00	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-5800	916.89	
5009046163	08/16/2022	Channel Islands YMCA	010-5800	19,030.00	
5009046169	08/17/2022	Martinez, Oscar	010-5800	85.00	
5009046175	08/17/2022	DJ's California Catering	010-5800	13,419.32	
5009046178	08/17/2022	Franklin Covey	010-5800	24,376.40	
5009046191	08/17/2022	Unlimited Engineering	010-5800	13,500.00	
5009046195	08/17/2022	Ventura Land trust	010-5800	1,800.00	
5009046196	08/17/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,090.00	
5009046203	08/22/2022	Ralph D' Oliveira	010-5800	7,500.00	
5009046204	08/22/2022	Luis Gerardo Guillen	010-5800	250.00	
5009046205	08/22/2022	LIMINEX, INC	010-5800	11,440.00	
5009046213	08/22/2022	Skating Plus	010-5800	555.00	
5009046230	08/24/2022	Lawrence A. Wolf	010-5800	2,422.50	
5009046231	08/24/2022	Monsido, Inc	010-5800	8,610.00	
5009046237	08/24/2022	SERVICE PRO-FIRE PROTECTION	010-5800	435.00	
5009046241	08/24/2022	Steve Sunnarborg	010-5800	350.00	
5009046242	08/24/2022	Ventura County Office of Education Business	010-5800	1,267.53	
5009046245	08/25/2022	Alpenspruce Education Solution sm, Inc	010-5800	15,600.00	
5009046252	08/25/2022	Pacific OneSource, Inc STS education	010-5800	16,332.50	
5009046253	08/25/2022	TREBRON COMPANY, INC	010-5800	35,500.00	
5009046254	08/25/2022	Spotify USA, Inc	010-5800	19,841.40	
5009046261	08/30/2022	Sandoval, Lupe	010-5800	179.88	
5009046298	08/30/2022	Accelerate learning Inc	010-5800	15,980.00	
5009046313	08/30/2022	William Venegas Hip Hop Mindset	010-5800	25,130.00	
5009046316	08/30/2022	LAZEL	010-5800	2,508.00	
5009046322	08/30/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009046324	08/30/2022	Safe and Civil Schools	010-5800	11,640.75	
5009046344	08/30/2022	MJP COMPUTERS	010-5800	600.00	
5009046345	08/30/2022	Most Excellent Enterprises	010-5800	900.00	
5009046348	08/30/2022	DEPT OF INDUSTRIAL RELATIONS PAYMENT PROCESSING CENTER	010-5800	575.00	
5009046358	09/01/2022	DMTI INC	010-5800	79,300.00	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046361	09/01/2022	Learning Priority, Inc	010-5800	4,950.00	
5009046362	09/01/2022	Newsela, Inc	010-5800	53,000.00	
5009046370	09/02/2022	SOUTHERN CALIF. EDISON	010-5800	809.51	
5009046371	09/02/2022	FOCUS ON THE MASTERS	010-5800	900.00	
5009046383	09/06/2022	TIME WARNER CABLE	010-5800	1,859.38	
5009046384	09/06/2022	Cooperative Strategies LLC	010-5800	1,500.00	
5009046388	09/06/2022	Safe and Civil Schools	010-5800	4,500.00	
5009046389	09/06/2022	SAFETY-KLEEN, INC.	010-5800	494.45	
5009046397	09/06/2022	Steve Sunnarborg	010-5800	1,100.00	
5009046407	09/08/2022	Nee Quaison Sackey	010-5800	2,240.00	
5009046409	09/08/2022	OCEAN VIEW SCHOL DISTRICT ATTN: ACCOUNTS PAYABLE	010-5800	497.77	
5009046416	09/08/2022	TransACT Communications, LLC	010-5800	8,789.00	
5009046101	08/08/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	31,298.95	
5009046402	09/08/2022	Eide Bailly LLP	010-5803	2,000.00	
5009046097	08/08/2022	Live Scan Ventura	010-5804	260.00	
5009046070	08/04/2022	Frontier Communications	010-5900	572.47	
5009046084	08/08/2022	AT&T	010-5900	68.45	
5009046085	08/08/2022	AT&T	010-5900	2,111.90	
5009046086	08/08/2022	AT&T	010-5900	237.24	
5009046089	08/08/2022	FEDEX	010-5900	145.71	
5009046090	08/08/2022	Frontier Communications	010-5900	117.71	
5009046148	08/16/2022	AT&T	010-5900	227.06	
5009046197	08/17/2022	Windstream	010-5900	7,465.95	
5009046226	08/24/2022	FEDEX	010-5900	44.89	
5009046311	08/30/2022	FEDEX	010-5900	45.08	
5009046329	08/30/2022	Ventura County Star	010-5900	232.13	
5009046366	09/01/2022	Windstream	010-5900	7,746.55	
5009046379	09/06/2022	AT&T	010-5900	77.06	
5009046380	09/06/2022	AT&T	010-5900	2,228.21	
5009046381	09/06/2022	AT&T	010-5900	229.00	
5009046367	09/06/2022	Frontier Communications	010-5900	1,341.78	
5009046308	08/30/2022	CMRS-FP	010-5915	5,000.00	
5009046398	09/06/2022	VERIZON WIRELESS	010-5920	466.27	
5009046403	09/08/2022	EJS Construction, Inc	010-6102	118,311.03	
5009046359	09/01/2022	KENCO CONSTRUCTION SERVICES	010-6145	3,780.00	
5009046354	09/01/2022	Valencia Macias, Melody	010-9201	2,500.00	
5009046355	09/01/2022	Manzano, Brianna	010-9201	2,500.00	
5009046033	07/28/2022	360 Degree Customer Inc.	010-9510	155,114.45	
5009046041	07/28/2022	DUNN EDWARDS	010-9510	30.00	
5009046045	07/28/2022	Tammy Van Fleet, PHD, BCBAD	010-9510	8,625.00	
5009046095	08/08/2022	Kajeet, Inc	010-9510	15,804.00	
5009046099	08/08/2022	Tammy Van Fleet, PHD, BCBAD	010-9510	625.00	
5009046103	08/08/2022	MARCY LEWIS-ABRIOL	010-9510	498.69	
5009046105	08/09/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-9510	506.92	

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ReqPay12a

Board Report

Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046111	08/09/2022	Mark It Place	010-9510	453.28	
5009046113	08/09/2022	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-9510	13,014.05	
5009046117	08/09/2022	ODP Business Solutions	010-9510	11.76	
5009046119	08/09/2022	PARADIGM HEALTHCARE SERVICES	010-9510	446.02	
5009046139	08/10/2022	School Services Of California	010-9510	250.00	
5009046142	08/10/2022	Sunbelt Rentals	010-9510	1,153.69	
5009046155	08/16/2022	Golden State Alarms, Inc.	010-9510	8,010.00	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	010-9510	3,224.71	
5009046190	08/17/2022	United Site Services	010-9510	4,687.15	
5009046198	08/17/2022	WORTHINGTON DIRECT, INC.	010-9510	5,260.80	
5009046201	08/22/2022	Barnes & Noble Inc.	010-9510	78.38	
5009046206	08/22/2022	Golden State Alarms, Inc.	010-9510	910.00	
5009046207	08/22/2022	Mark It Place	010-9510	266.62	
5009046211	08/22/2022	OFFICE DEPOT BUSINESS SERVICES DIVISION	010-9510	429.49	
5009046214	08/22/2022	Soliant Health LLC	010-9510	8,192.10	
5009046224	08/24/2022	EBS HEALTHCARE	010-9510	6,120.00	
5009046229	08/24/2022	Frank Zankrich DBA	010-9510	3,500.00	
5009046233	08/24/2022	Oxnard Union High School District	010-9510	113,059.46	
5009046236	08/24/2022	Ventura County SELPA	010-9510	47,240.00	
5009046242	08/24/2022	Ventura County Office of Education Business	010-9510	36.46	
5009046312	08/30/2022	FOLLETT SCHOOL SOLUTIONS, INC.	010-9510	13.57	
5009046340	08/30/2022	ETA Hand2mind	010-9510	37,515.40	
5009046357	09/01/2022	Captivating Creations	010-9510	350.00	
5009046385	09/06/2022	EBS HEALTHCARE	010-9510	680.00	
5009046392	09/06/2022	Ventura County SELPA	010-9510	79,110.00	
5009046393	09/06/2022	Ventura County SELPA	010-9510	17,662.14	
5009046394	09/06/2022	Ventura County SELPA	010-9510	13,430.18	
5009046395	09/06/2022	Ventura County SELPA	010-9510	20,895.09	
5009046406	09/08/2022	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-9510	12,837.92	
5009046049	08/04/2022	SISC FINANCE	010-9516	7,073.09	
5009046396	09/06/2022	SISC FINANCE	010-9516	7,045.89	
5009046049	08/04/2022	SISC FINANCE	010-9534	645,610.55	
5009046156	08/16/2022	United of Omaha Life Ins. Co.	010-9534	941.22	
5009046374	09/02/2022	United of Omaha Life Ins. Co.	010-9534	604.38	
5009046396	09/06/2022	SISC FINANCE	010-9534	652,814.05	
5009046049	08/04/2022	SISC FINANCE	010-9537	17,603.81	
5009046396	09/06/2022	SISC FINANCE	010-9537	20,342.51	
5009046127	08/09/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	5,420.00	
5009046376	09/02/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	500.00	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046144	08/10/2022	TEACHER CREATED RESOURCES	Cancelled		4,624.28 *
Cancel	1	4,624.28			
Total Number of Checks			298	3,567,808.32	
5009046147	08/16/2022	AMAZON CAPITAL SERVICES	130-4300	1,783.05	
5009046410	09/08/2022	P & R Paper Supply Co., Inc.	130-4300	10,192.67	
5009046258	08/30/2022	Drennon, Marta J	130-4305	150.00	
5009046259	08/30/2022	Bauer, Tamara L	130-4305	150.00	
5009046262	08/30/2022	Barajas, Cindy	130-4305	150.00	
5009046263	08/30/2022	Velasquez, Kathleen D	130-4305	150.00	
5009046264	08/30/2022	Valdivia, Arlene R	130-4305	150.00	
5009046266	08/30/2022	Anderson, Mutsuko Y	130-4305	150.00	
5009046268	08/30/2022	Varela, Stephanie S	130-4305	150.00	
5009046269	08/30/2022	Sanchez, Bellinda	130-4305	150.00	
5009046270	08/30/2022	Heller, Dulce M	130-4305	150.00	
5009046271	08/30/2022	Nungaray, Lourdes M	130-4305	150.00	
5009046272	08/30/2022	Vargas, Elodia M	130-4305	150.00	
5009046273	08/30/2022	Henschel, Brandon M	130-4305	150.00	
5009046274	08/30/2022	Mendez, Candelaria	130-4305	150.00	
5009046277	08/30/2022	Lara Moreno, Justina L	130-4305	150.00	
5009046278	08/30/2022	Perez, Noelia J	130-4305	150.00	
5009046279	08/30/2022	Alfaro, Maria	130-4305	150.00	
5009046280	08/30/2022	Hernandez, Maria R	130-4305	150.00	
5009046281	08/30/2022	Martinez, Veronica	130-4305	150.00	
5009046282	08/30/2022	Gomez, Abigail J	130-4305	150.00	
5009046284	08/30/2022	Alvarado, Janel	130-4305	150.00	
5009046285	08/30/2022	Landeros, Sonia	130-4305	150.00	
5009046286	08/30/2022	Ahmed, Yasmin	130-4305	150.00	
5009046287	08/30/2022	Barragan, Teresita P	130-4305	150.00	
5009046288	08/30/2022	Mora, Lorena	130-4305	150.00	
5009046289	08/30/2022	Mendoza Torralba, Brenda Z	130-4305	150.00	
5009046290	08/30/2022	Lopez, Judit C	130-4305	150.00	
5009046292	08/30/2022	Garcia, Ruth B	130-4305	150.00	
5009046293	08/30/2022	Perez, Angelita	130-4305	150.00	
5009046295	08/30/2022	Martinez, Mayra A	130-4305	150.00	
5009046296	08/30/2022	Romero, Serena	130-4305	150.00	
5009046352	09/01/2022	Bullock, Yolanda M	130-4305	150.00	
5009046353	09/01/2022	Flores, Xochitl A	130-4305	150.00	
5009046043	07/28/2022	SYSCO VENTURA, INC.	130-4710	26,812.84	
5009045067	08/08/2022	Driftwood Dairy, Inc.	130-4710	1,823.88	
5009046154	08/16/2022	Driftwood Dairy, Inc.	130-4710	4,351.70	
5009046167	08/17/2022	Gulierrez, Rosaizela M	130-4710	63.31	
5009046170	08/17/2022	Roa, Lucila	130-4710	15.52	
5009046307	08/30/2022	CDE/CASHIER'S OFFICE	130-4710	31.62	
5009046349	08/30/2022	SYSCO VENTURA, INC.	130-4710	21,487.26	
5009046365	09/01/2022	THE BERRY MAN, INC.	130-4710	3,955.43	
5009046414	09/08/2022	SYSCO VENTURA, INC.	130-4710	62,689.47	

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Checks Dated 07/28/2022 through 09/08/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046332	08/30/2022	Heller, Dulce M	130-5200	4.63	
5009046333	08/30/2022	Roa, Lucila	130-5200	11.00	
5009046343	08/30/2022	Lacey Piper	130-5200	646.04	
5009046135	08/10/2022	Puretec Industrial Water	130-5600	1,081.60	
5009046321	08/30/2022	Puretec Industrial Water	130-5600	987.86	
5009046243	08/24/2022	VENTURA REFRIGERATION SALES & SERVICE	130-5610	1,849.67	
5009046399	09/06/2022	XEROX CORPORATION	130-5612	157.69	
5009046160	08/16/2022	U.S. Bank Corporate Payment Systems	130-5800	447.15	
5009046181	08/17/2022	Water Walkers Inc dba Health-E Pro	130-5800	3,619.50	
5009046217	08/24/2022	Environmental Health Division	130-5800	659.72	
5009046218	08/24/2022	Environmental Health Division	130-5800	855.47	
5009046219	08/24/2022	Environmental Health Division	130-5800	442.33	
5009046220	08/24/2022	Environmental Health Division	130-5800	659.72	
5009046221	08/24/2022	Environmental Health Division	130-5800	659.72	
5009046222	08/24/2022	Environmental Health Division	130-5800	659.72	
5009046223	08/24/2022	Environmental Health Division	130-5800	659.72	
5009046328	08/30/2022	VENTURA COUNTY FARM TO SCHOOL	130-5800	7,000.00	
5009046085	08/08/2022	AT&T	130-5900	16.97	
5009046148	08/16/2022	AT&T	130-5900	2.54	
5009046379	09/08/2022	AT&T	130-5900	.87	
5009046380	09/06/2022	AT&T	130-5900	24.91	
5009046381	09/06/2022	AT&T	130-5900	2.56	
5009046124	08/08/2022	SYSCO VENTURA, INC.	130-9510	868.27	
5009046135	08/10/2022	Puretec Industrial Water	130-9510	1,080.79	
5009046390	09/08/2022	Sam's Club Direct	130-9510	124.74	
5009046183	08/17/2022	ODP Business Solutions	Cancelled		
Cancel	1	1,849.67			1,849.67 *
Total Number of Checks			68	160,529.94	
5009046351	08/30/2022	Ventura County Star	212-5800	525.28	
5009046417	09/08/2022	Venco Electric	212-5800	8,220.00	
5009046249	08/25/2022	KBZ Architects	212-6101	5,395.63	
5009046250	08/25/2022	Los Angeles Engineering	212-6102	6,507.50	
5009046356	09/01/2022	Banner Bank	212-6102	342.50	
5009046129	08/10/2022	M/M Mechanical Inc.	212-6202	15,576.00	
5009046151	08/16/2022	BLUE SKY RESTORATION	212-6202	19,782.00	
5009046215	08/23/2022	M/M Mechanical Inc.	212-6202	464,553.97	
5009046246	08/25/2022	EJS Construction, Inc	212-6202	1,015,044.67	
5009046251	08/25/2022	NV/5 West, Inc.	212-6202	1,214.50	
5009046249	08/25/2022	KBZ Architects	212-6219	8,585.50	
5009046367	09/02/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	29,992.00	
5009046315	08/30/2022	KENCO CONSTRUCTION SERVICES	212-6290	14,820.00	
5009046359	09/01/2022	KENCO CONSTRUCTION SERVICES	212-6280	17,480.00	
5009046327	08/30/2022	SSP	212-6400	8,063.74	

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Checks Dated 07/28/2022 through 09/08/2022					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046225	08/24/2022	Environmental Testing Assoc.	212-9510	1,195.00	
5009046232	08/24/2022	NW/5 West, Inc.	212-9510	3,625.00	
Total Number of Checks			16	1,620,923.29	
5009046401	09/08/2022	CLASS LEASING, LLC	251-5600	14,080.00	
5009046185	08/17/2022	Signarama	251-5800	1,238.78	
Total Number of Checks			2	15,318.78	
5009046162	08/16/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009046363	09/01/2022	OXNARD ELEM SCHOOL DISTRICT	252-5600	7,500.00	
5009046140	08/10/2022	Stantec Consulting Services	252-5800	3,267.00	
5009046415	09/08/2022	Tetra Tech Divisions	252-5800	12,608.42	
5009046360	09/01/2022	Lawyers Tille	252-6110	76,000.00	
5009046248	08/25/2022	JENSEN DESIGN & SURVEY	252-6135	13,522.28	
5009046158	08/16/2022	Tetra Tech Divisions	252-6235	23,765.37	
5009046228	08/24/2022	JENSEN DESIGN & SURVEY	252-9510	13,522.28	
5009046248	08/25/2022	JENSEN DESIGN & SURVEY	252-9510	1,961.47	
Total Number of Checks			8	164,746.82	
5009046212	08/22/2022	PERMA BOUND	490-4300	2,512.58	
5009046249	08/25/2022	KBZ Architects	490-6101	5,265.00	
5009046247	08/25/2022	Hughes General Engineering	490-6102	137,750.00	
5009046364	09/01/2022	Smith Mechanical Electrical	490-6202	533,762.25	
5009046249	08/25/2022	KBZ Architects	490-6219	3,920.23	
5009046251	08/25/2022	NW/5 West, Inc.	490-6245	1,585.00	
5009046315	08/30/2022	KENCO CONSTRUCTION SERVICES	490-6245	4,560.00	
5009046359	09/01/2022	KENCO CONSTRUCTION SERVICES	490-6245	4,560.00	
Total Number of Checks			7	693,915.06	

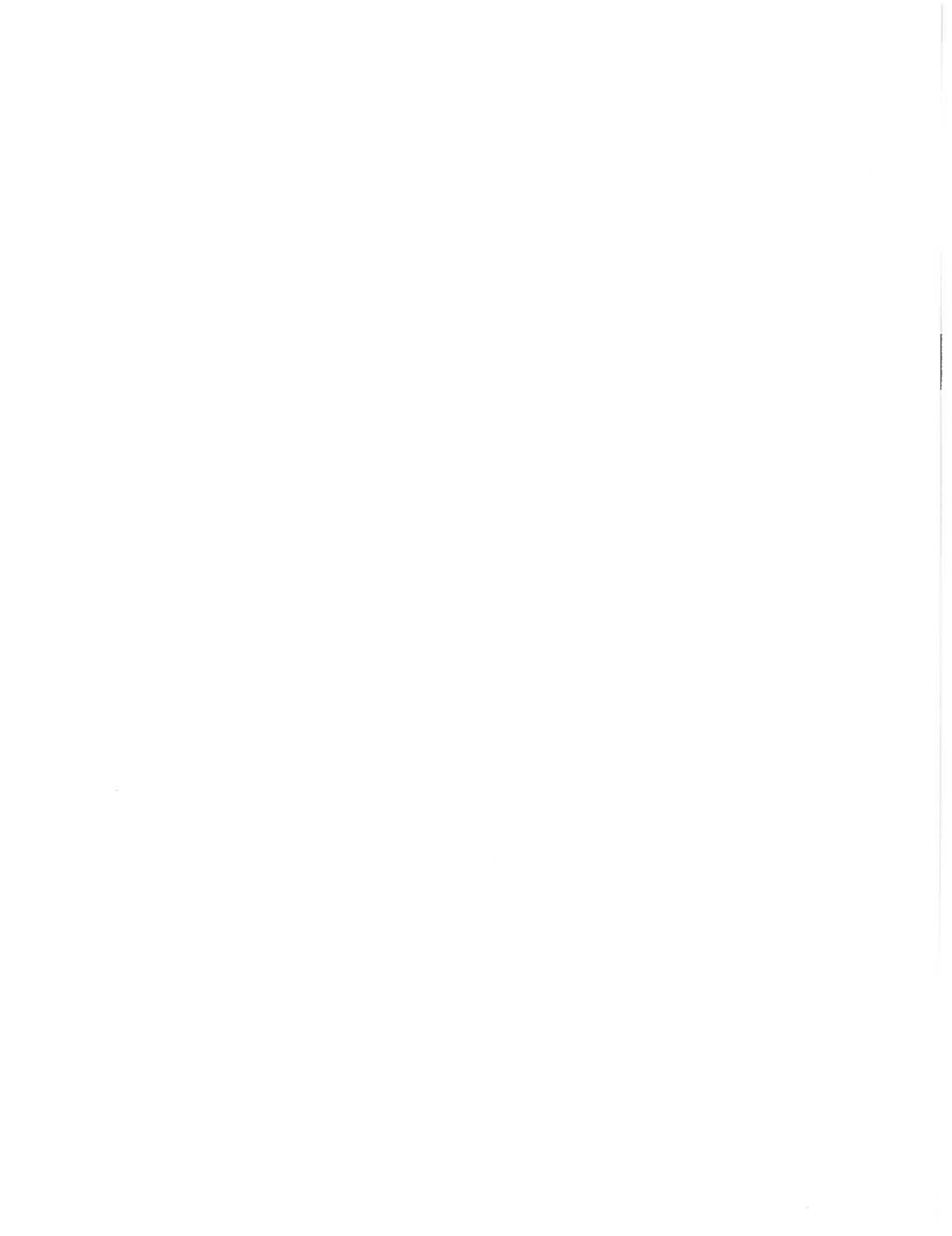
Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	297	3,567,808.32
130	Cafeteria Fund	67	160,529.94
212	Building Fund Measure L	16	1,620,923.29
251	CAPITAL FACILITIES - RESIDENTI	2	15,318.78
252	CAPITAL FACILITIES COMMERCIAL	8	164,746.82
490	Capital Projects Fund for Blen	7	693,915.06
Total Number of Checks		383	6,223,242.21
Less Unpaid Tax Liability			.00
Net (Check Amount)			6,223,242.21

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



11.7





Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Approval of Revised Bell Schedules-Rio del Sol, Rio Rosales, Rio del Mar, Rio Lindo and Rio Plaza
Access	Public
Type	Action (Consent)
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Fiscal Impact	No
Recommended Action	District administration recommends approval of the changes to some schools' bell schedules- Rio del Sol, Rio Rosales, Rio del Mar, Rio Lindo and Rio Plaza

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: With the approval of the TK MOU some of the bell schedules needed to be modified to change the dismissal time for TK students. Previously only intervention students stayed an additional 30 minutes. The TK MOU with RTA requires that all TK students stay the full instructional time of 260 minutes beginning November 1st.

Additionally, Rio del Sol made a correction to fix two grade levels that overlapped during a recess to provide better supervision.

None of the changes effect the number of instructional minutes or teacher work day.

[Rio Del Sol Revised Bell Schedule 2022-2023.pdf \(243 KB\)](#)

[Revised Rio Lindo 2022-2023 Bell Schedule \(1\).pdf \(301 KB\)](#)

[2022-2023 Revised Rio Plaza Bell Schedule.pdf \(120 KB\)](#)

[2022-2023 Revised Bell Schedule Rio del Mar.pdf \(163 KB\)](#)

[2022-2023 Rio Rosales Revised Bell Schedule.pdf \(212 KB\)](#)

Administrative Content

Executive Content

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



Rio del Sol School

2022-2023 Bell Schedule

3001 North Ventura Rd
 Oxnard, CA 93036
 Phone: (805) 307-0080

Kindergarten will be on a shortened day schedule every day through Monday, October 31st, 2022. Regular Day Schedule will begin on Tuesday, November 1, 2022. Please check the District Academic Calendar closely for a list of all minimum days.

Kindergarten Shortened Day Aug. 24th - Oct. 31st (260 Instructional Minutes)	Kindergarten Minimum Day (230 Instructional Minutes)	Kindergarten Regular Day Begins Nov. 1st (307 Instructional Minutes)
8:15 Class Begins 8:15 - 11:00 Instruction (165) 11:00 - 11:45 Lunch (45) 11:45 - 1:20 Instruction (95) 1:20 Dismissal	8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 10:45 Instruction (65) 10:45 - 11:30 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:30 Instruction (75) 9:30 - 9:50 Recess (20) 9:50 - 11:00 Instruction (70) 11:00 - 11:40 Lunch (40) 11:40 - 12:45 Instruction (65) 12:45 - 12:55 Recess (10) 12:55 - 2:32 Instruction (97) 2:32 Dismissal

First & Second Grade Minimum Day (230 Instructional Minutes)	First & Second Grade Regular Day (307 Instructional Minutes)
8:15 Class Begins 8:15 - 10:00 Instruction (105) 10:00 - 10:20 Recess (20) 10:20 - 11:05 Instruction (45) 11:05 - 11:50 Lunch (45) 11:50 - 1:10 Instruction (80) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:50 Instruction (95) 9:50 - 10:10 Recess (20) 10:10 - 11:20 Instruction (70) 11:20 - 12:00 Lunch (40) 12:00 - 1:00 Instruction (60) 1:00 - 1:10 Recess (10) 1:10 - 2:32 Instruction (82) 2:32 Dismissal



Rio del Sol School

2022-2023 Bell Schedule

3001 North Ventura Rd

Oxnard, CA 93036

Phone: (805) 307-0080

<p align="center">Third Grade Minimum Day (230 Instructional Minutes)</p>	<p align="center">Third Grade Regular Day (307 Instructional Minutes)</p>
<p align="center">8:15 Class Begins 8:15 - 10:00 Instruction (105) 10:00 - 10:20 Recess (20) 10:20 - 11:25 Instruction (65) 11:25 - 12:10 Lunch (45) 12:10 - 1:10 Instruction (60) 1:10 Dismissal</p>	<p align="center">8:15 Class Begins 8:15 - 9:50 Instruction (95) 9:50 - 10:10 Recess (20) 10:10 - 11:40 Instruction (90) 11:40 - 12:20 Lunch (40) 12:20 - 1:10 Instruction (50) 1:10 - 1:20 Recess (10) 1:20 - 2:32 Instruction (72) 2:32 Dismissal</p>
<p align="center">Fourth & Fifth Grade Minimum Day (240 Instructional Minutes)</p>	<p align="center">Fourth & Fifth G(rade) Regular Day (323 Instructional Minutes)</p>
<p align="center">8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:40 Recess (15) 10:40 - 11:45 Instruction (65) 11:45 - 12:25 Lunch (40) 12:25 - 1:10 Instruction (45) 1:10 Dismissal</p>	<p align="center">8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:45 Recess (20) 10:45 - 12:00 Instruction (75) 12:00 - 12:37 Lunch (37) 12:37 - 2:35 Instruction (118) 2:35 Dismissal</p>
<p align="center">Sixth, Seventh & Eighth Grade Minimum Day (240 Instructional Minutes)</p>	<p align="center">Sixth, Seventh & Eighth Grade Regular Day (334 Instructional Minutes)</p>
<p align="center">8:30 Class Begins Period 1: 8:30 - 9:04 (34 minutes) Period 2: 9:06 - 9:40 (34 minutes) Nutrition Break: 9:40 - 9:50 (10 minutes) Period 3: 9:52 - 10:26 (34 minutes) Period 4: 10:28 - 11:02 (34 minutes) Period 5: 11:04 - 11:38 (34 minutes) Period 6: 11:40 - 12:15 (35 minutes) Lunch: 12:15 - 12:51 (36 minutes) Period 7: 12:53 - 1:28 (35 minutes)</p>	<p align="center">8:30 Class Begins Period 1: 8:30 - 9:18 (48 minutes) Period 2: 9:20 - 10:08(48 minutes) Nutrition Break: 10:08 - 10:18 (10 minutes) Period 3: 10:20 - 11:08 (48 minutes) Period 4: 11:10 - 11:58 (48 minutes) Period 5: 12:00 - 12:48 (48 minutes) Lunch 12:48 - 1:23 (35 minutes) Period 6: 1:25 - 2:12 (47 minutes) Period 7: 2:14 - 3:01 (47 minutes)</p>



2022-2023

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

School Begins / Escuela Comienza 8:00 a.m.

Daily Schedule / Horario de Día Regular

Breakfast served in the cafeteria every morning 7:30 - 7:55 a.m.

El desayuno se sirve en la cafetería cada mañana de las 7:30 - 7:55 a.m.

***Warning bell for students 7:57 a.m. / Campana de advertencia para estudiantes 7:57 a.m.**

Regular Schedule / Día Regular

<p><u>TK**</u> (260 Inst. Min.) Starts 10/31/22</p> <p>8:00-8:40 Inst. Min. (40) 8:40-8:55 Recess (15) 8:55-10:40 Inst. Min. (105) 10:40-11:20 Lunch (40) 11:20- 12:45 Inst. Min. (85) 12:45-12:50 Break (5) 12:50-1:20 Inst. Min. (30)</p>	<p><u>Kindergarten**</u> (307 Inst. Min.) Starts 10/31/22</p> <p>8:00-8:55 Inst. Min. (55) 8:55-9:13 Recess (18) 9:13-10:55 Inst. Min. (102) 10:55-11:35 Lunch (40) 11:35-1:15 Inst. Min. (100) 1:15-1:30 Recess (15) 1:30-2:20 Inst. Min. (50)</p>	<p><u>Grade 1</u> (307 Inst. Min.)</p> <p>8:00-9:15 Inst. Min. (75) 9:15-9:33 Recess (18) 9:33-11:20 Inst. Min. (107) 11:20-12:00 Lunch (40) 12:00-1:20 Inst. Min. (80) 1:20-1:35 Recess (15) 1:35-2:20 Inst. Min. (45)</p>	<p><u>Grade 2</u> (307 Inst. Min.)</p> <p>8:00-9:33 Inst. Min. (93) 9:33-9:51 Recess (18) 9:51-11:40 Inst. Min. (109) 11:40-12:20 Lunch (40) 12:20-1:20 Inst. Min. (60) 1:20-1:35 Recess (15) 1:35-2:20 Inst. Min. (45)</p>
<p><u>Grade 3</u> (307 Inst. Min.)</p> <p>8:00-9:51 Inst. Min. (111) 9:51-10:09 Recess (18) 10:09-11:55 Inst. Min. (106) 11:55-12:35 Lunch (40) 12:35-1:35 Inst. Min. (60) 1:35-1:50 Recess (15) 1:50-2:20 Inst. Min. (30)</p>	<p><u>Grade 4</u> (323 Inst. Min.)</p> <p>8:00-10:09 Inst. Min. (129) 10:09-10:26 Recess (17) 10:26-12:10 Inst. Min. (104) 12:10-12:50 Lunch (40) 12:50-2:20 Inst. Min. (90)</p>	<p><u>Grade 5</u> (323 Inst. Min.)</p> <p>8:00-10:26 Inst. Min. (146) 10:26-10:43 Recess (17) 10:43-12:40 Inst. Min. (117) 12:40-1:20 Lunch (40) 1:20-2:20 Inst. Min. (60)</p>	

Supervision on the playground begins at 7:45 a.m.

Supervisión en el campo empieza a las 7:45 a.m.

**TK/Kindergarten will be on a shortened day schedule (dismissal at 12:45 for TK & 12:55 for Kinder) from August 23, 2022 – October 31, 2022. Regular Day schedule will commence on Oct. 31, 2022.

**TK/Kindergarten estará en horario de día corto (salida a las 12:45 por TK y 12:55 por Kinder) a partir de agosto 23, 2022 hasta el 28 de octubre 2022. Calendario de Día Regular comenzará el 31 de octubre de 2022.



2022-2023

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

School Begins / Escuela Comienza 8:00 a.m.

Minimum Day Schedule / Horario de Día Minimo

Breakfast served in the cafeteria every morning 7:30 - 7:55 a.m.

El desayuno se sirve en la cafetería cada mañana de las 7:30 - 7:55 a.m.

***Warning bell for students 7:57 a.m. / Campana de advertencia para estudiantes 7:57 a.m.**

Minimum Day Schedule / Día Minimo

<p><u>Kindergarten</u> (230 Inst. Min.)</p> <p>8:00-8:55 Inst. Min. (55) 8:55-9:15 Recess (20) 9:15-10:35 Inst. Min. (80) 10:35-11:15 Lunch (40) 11:15-12:50 Inst. Min. (95)</p>	<p><u>Grade 1</u> (230 Inst. Min.)</p> <p>8:00-9:15 Inst. Min. (75) 9:15-9:35 Recess (20) 9:35-11:05 Inst. Min. (90) 11:05-11:45 Lunch (40) 11:45-12:50 Inst. Min. (65)</p>	<p><u>Grade 2</u> (230 Inst. Min.)</p> <p>8:00-9:15 Inst. Min. (75) 9:15-9:35 Recess (20) 9:35-11:15 Inst. Min. (100) 11:15-11:55 Lunch (40) 11:55-12:50 Inst. Min. (55)</p>
<p><u>Grade 3</u> (230 Inst. Min.)</p> <p>8:00-9:40 Inst. Min. (100) 9:40-10:00 Recess (20) 10:00-11:35 Inst. Min. (95) 11:35-12:15 Lunch (40) 12:15-12:50 Inst. Min. (35)</p>	<p><u>Grade 4</u> (240 Inst. Min.)</p> <p>8:00-10:05 Inst. Min. (125) 10:05-10:20 Recess (15) 10:20-11:40 Inst. Min. (80) 11:40-12:15 Lunch (35) 12:15-12:50 Inst. Min. (35)</p>	<p><u>Grade 5</u> (240 Inst. Min.)</p> <p>8:00-10:05 Inst. Min. (125) 10:05-10:20 Recess (15) 10:20-12:13 Inst. Min. (113) 12:13-12:48 Lunch (35) 12:48-12:50 Inst. Min. (2)</p>

Supervision on the playground begins at 7:45 a.m.

Supervisión en el campo empieza a las 7:45 a.m.

Inclement Weather Lunch (35 minutes)

TK 10:20-10:55

<u>Kinder</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
10:35-11:10	11:05-11:40	11:15-11:50	11:35-12:10	11:40-12:15	12:13-12:48



2022-2023

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

P: (805) 485-3113 F: (805) 981-7738

Office Hours: 7:30-4:00 p.m.

School Begins / Escuela Comienza 8:00 a.m.

TK & Kindergarten Schedule Shortened Day

August 23, 2022-October 31, 2022

TK (230 Inst. Min.)

8:00-8:40 Inst. Min. (40)

8:40-8:55 Recess (15)

8:55-10:40 Inst. Min. (105)

10:40-11:20 Lunch (40)

11:20- 12:45 Inst. Min. (85)

Kindergarten(260 Inst. Min.)

8:00-10:40 Inst. Min. (160)

10:40-11:15 Lunch (35)

11:15-12:55 Inst. Min. (100)

TK/Kindergarten will be on a shortened day schedule (dismissal at 12:45 for TK & 12:55 for Kinder)
from August 23, 2022 – October 28, 2022.

Regular Day schedule will commence on Oct. 31, 2022.

TK/Kindergarten estará en horario de día corto (salida a las 12:45 por TK y 12:55 por Kinder)
a partir de agosto 23, 2022 hasta el 28 de octubre 2022.

El Calendario de Día Regular comenzará el 31 de octubre de 2022.



Rio Plaza

Elementary School - Bell Schedule 2022-2023 TK to Grade 5

Regular Day Schedule																			
<p><i>August 25 - October 29</i></p> <p>Kinder (260*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:55 (165*) 10:55-11:37 (42) Lunch 11:37-1:12 (95*)</p>	<p><i>November 2 - June 16</i></p> <p>Kinder (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:55 (90*) 10:55-11:37 (42) Lunch 11:37-1:05 (88*) 1:05-1:21 (16) Recess 1:21-2:30 (69*)</p>	<p>Grade 1 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:28 (78*) 9:28-9:44 (16) Recess 9:44-11:25 (101*) 11:25-12:07 (42) Lunch 12:07-1:15 (68*) 1:15-1:30 (15) Recess 1:30-2:30 (60*)</p>	<p>Grade 2 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:44 (94*) 9:44-10:00 (16) Recess 10:00-11:40 (100*) 11:40-12:22 (42) Lunch 12:22-1:15 (53*) 1:15-1:30 (15) Recess 1:30-2:30 (60*)</p>																
<p>Grade 3 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:00 (110*) 10:00-10:16 (16) Recess 10:16-11:55 (99*) 11:55-12:37 (42) Lunch 12:37-1:30 (53*) 1:30-1:45 (15) Recess 1:45-2:30 (45*)</p>	<p>Grades 4 (323*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:16 (126*) 10:16-10:31 (15) Recess 10:31-12:13 (102*) 12:13-12:55 (42) Lunch 12:55-2:30 (95*)</p>	<p>Grades 5 (323*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:16 (126*) 10:16-10:31 (15) Recess 10:31-12:23 (112*) 12:23-1:05 (42) Lunch 1:05-2:30 (85*)</p>	<p>Instructional Minutes are indicated in parentheses using the format (xxx*)</p>																
Inclement Weather / Emergency Lunch Schedule																			
Grade TK	Grade K	Grade 1	Grade 2																
10:15-10:50	10:15-10:50	10:50-11:25	11:25-12:00																
	Grade 3/4*	Grade 4^/5																	
	12:00-12:35	12:35-1:10																	
	*Room 18 and Grade 3		^Rooms 19 & 20 and Grade 5																
Transitional Kindergarten		Inclement Weather Break Schedule																	
Regular Day	November 2 - June 16	(students assemble in the cafeteria)																	
<p><i>August 25 - October 29</i></p> <p>TK (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:55 (165*) 10:55-11:37 (42) Lunch 11:37-12:42 (65*)</p>	<p><i>November 2 - June 16</i></p> <p>TK (260*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:55 (165*) 10:55-11:37 (42) Lunch 11:37-12:42 (65*) <i>All Students Stay</i> 12:42-1:12 (30**)</p>	<p style="text-align: center;">Morning Schedule</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Grade Level/Room</th> <th style="text-align: left;">Time</th> </tr> </thead> <tbody> <tr> <td>TK/Kindergarten</td> <td>9:10 a.m. - 9:20 a.m.</td> </tr> <tr> <td>First</td> <td>9:23 a.m. - 9:33 a.m.</td> </tr> <tr> <td>Second</td> <td>9:36 a.m. - 9:46 a.m.</td> </tr> <tr> <td>Room 18 and Third</td> <td>9:49 a.m. - 9:59 a.m.</td> </tr> <tr> <td>Rooms 19 & 20 and Fifth</td> <td>10:02 a.m. - 10:12 a.m.</td> </tr> </tbody> </table> <p style="text-align: center;">Afternoon Schedule</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Grade Level/Room</th> <th style="text-align: left;">Time</th> </tr> </thead> <tbody> <tr> <td>All</td> <td>As Needed#</td> </tr> </tbody> </table> <p style="text-align: center;">#Coordinate afternoon relief through front office</p>		Grade Level/Room	Time	TK/Kindergarten	9:10 a.m. - 9:20 a.m.	First	9:23 a.m. - 9:33 a.m.	Second	9:36 a.m. - 9:46 a.m.	Room 18 and Third	9:49 a.m. - 9:59 a.m.	Rooms 19 & 20 and Fifth	10:02 a.m. - 10:12 a.m.	Grade Level/Room	Time	All	As Needed#
Grade Level/Room	Time																		
TK/Kindergarten	9:10 a.m. - 9:20 a.m.																		
First	9:23 a.m. - 9:33 a.m.																		
Second	9:36 a.m. - 9:46 a.m.																		
Room 18 and Third	9:49 a.m. - 9:59 a.m.																		
Rooms 19 & 20 and Fifth	10:02 a.m. - 10:12 a.m.																		
Grade Level/Room	Time																		
All	As Needed#																		



Rio Plaza

Elementary School - Bell Schedule

2022-2023 TK to Grade 5

Minimum Day Schedule

<p>Kinder (230*) 8:13 Warning Bell 8:15 Class Begins 8:15-9:15 (60*) 9:15-9:30 (15) Recess 9:30-10:45 (75*) 10:45-11:30 (45) Lunch 11:30-1:05 (95*)</p>	<p>Grades 1 (230*) 8:13 Warning Bell 8:15 Class Begins 8:15-9:30 (75*) 9:30-9:45 (15) Recess 9:45-11:20 (95*) 11:20-12:05 (45) Lunch 12:05-1:05 (60*)</p>	<p>Grades 2 (230*) 8:13 Warning Bell 8:15 Class Begins 8:15-9:45 (90*) 9:45-10:00 (15) Recess 10:00-11:35 (95*) 11:35-12:20 (45) Lunch 12:20-1:05 (45*)</p>	<p>Grade 3 (230*) 8:08 Warning Bell 8:10 Class Begins 8:15-10:00 (110*) 10:00-10:15 (15) Recess 10:15-11:50 (90*) 11:50-12:40 (50) Lunch 12:35-1:05 (30*)</p>																												
<p>Grade 4 (240*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:05 (95*) 12:05-12:45 (40) Lunch 12:45-1:05 (20*)</p>	<p>Grade 5 (240*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:25 (115*) 12:25-1:05 (40) Lunch</p>	<p>Minimum Days</p> <table style="width: 100%; border: none;"> <tbody> <tr> <td style="width: 50%;">August 23, 2022</td> <td style="width: 50%;">January 11, 2023</td> </tr> <tr> <td>September 14, 2022</td> <td>January 18, 2023</td> </tr> <tr> <td>September 28, 2022</td> <td>January 27, 2023</td> </tr> <tr> <td>September 30, 2022</td> <td>February 8, 2023</td> </tr> <tr> <td>October 19, 2022</td> <td>February 15, 2023</td> </tr> <tr> <td>October 26, 2022</td> <td>February 24, 2023</td> </tr> <tr> <td>October 28, 2022</td> <td>March 8-10, 2023</td> </tr> <tr> <td>November 14-18, 2022</td> <td>March 15, 2023</td> </tr> <tr> <td>December 16, 2022</td> <td>March 29, 2023</td> </tr> <tr> <td></td> <td>April 28, 2023</td> </tr> <tr> <td></td> <td>May 3, 2023</td> </tr> <tr> <td></td> <td>May 17, 2023</td> </tr> <tr> <td></td> <td>May 26, 2023</td> </tr> <tr> <td></td> <td>June 15, 2023</td> </tr> </tbody> </table>		August 23, 2022	January 11, 2023	September 14, 2022	January 18, 2023	September 28, 2022	January 27, 2023	September 30, 2022	February 8, 2023	October 19, 2022	February 15, 2023	October 26, 2022	February 24, 2023	October 28, 2022	March 8-10, 2023	November 14-18, 2022	March 15, 2023	December 16, 2022	March 29, 2023		April 28, 2023		May 3, 2023		May 17, 2023		May 26, 2023		June 15, 2023
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Rio del Mar Elementary School Bell Schedule 2022-2023 TK to Grade 5

Regular Day Schedule

August 23 - October 31	November 1 - June 15	August 23 - October 31	November 1 - June 15
TK (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:45 (84*) 9:45-10:00 (15) Recess 10:00-11:15 (75*) 11:15-11:55 (40) Lunch 11:55-1:06 (71*)	TK (260*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:15 (95*) 11:15-11:55 (40) Lunch 11:55-1:36 (101*)	Kinder (260*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:15 (95*) 11:15-11:55 (40) Lunch 11:55-1:36 (101*)	Kinder (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:15 (95*) 11:15-11:55 (40) Lunch 11:55-1:20 (85*) 1:20-1:30 (10) Recess 1:30-2:33 (63*)
Grade 1 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:55 (94*) 9:55-10:10 (15) Recess 10:10-11:30 (80*) 11:30-12:10 (40) Lunch 12:10-1:30 (80*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 2 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:55 (94*) 9:55-10:10 (15) Recess 10:10-11:45 (95*) 11:45-12:25 (40) Lunch 12:25-1:30 (65*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 3 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:55 (94*) 9:55-10:10 (15) Recess 10:10-12:00 (110*) 12:00-12:40 (40) Lunch 12:40-1:30 (50*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 4 (323*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:15 (120*) 10:15-10:30 (15) Recess 10:30-12:15 (105*) 12:15-12:55 (40) Lunch 12:55-2:33 (98*)
Non Student Days / Holidays / No School			
Grade 5 (323*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:15 (120*) 10:15-10:30 (15) Recess 10:30-12:30 (120*) 12:30-1:10 (40) Lunch 1:10-2:33 (83*)	September 5, 2022 October 31, 2022 November 11, 2022 November 21, 2022 November 22, 2022 November 23, 2022 November 24, 2022 November 25, 2022 December 19, 2022 December 20, 2022 December 21, 2022	December 22, 2022 December 23, 2022 December 26, 2022 December 27, 2022 December 28, 2022 December 29, 2022 December 30, 2022 January 2, 2023 January 16, 2023 February 13, 2023 February 20, 2023	April 3, 2023 April 4, 2023 April 5, 2023 April 6, 2023 April 7, 2023 April 10, 2023 April 11, 2023 April 12, 2023 April 13, 2023 April 14, 2023 May 29, 2023

Regular Day Inclement Weather / Emergency Lunch Schedule

Grades TK/K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35	12:15-11:50	12:30-1:05

(xxx*) Instructional Minutes



Rio del Mar Elementary School Bell Schedule 2022-2023 TK to Grade 5

Minimum Day Schedule

<p>TK (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-10:45 (65*) 10:45-11:25 (40) Lunch 11:25-1:06 (101*)</p>	<p>Kinder (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-10:45 (65*) 10:45-11:25 (40) Lunch 11:25-1:06 (101*)</p>	<p>Grade 1 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:00 (75*) 11:00-11:40 (40) Lunch 11:40-1:06 (86*)</p>	<p>Grades 2 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:15 (90*) 11:15-11:55 (40) Lunch 11:55-1:06 (71*)</p>
<p>Grade 3 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:30 (105*) 11:30-12:10 (40) Lunch 12:10-1:06 (56*)</p>	<p>Grade 4 (240*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:00 (105*) 10:00-10:15 (15) Recess 10:15-11:45 (90*) 11:45-12:25 (40) Lunch 12:25-1:10 (45*)</p>	<p>Grade 5 (240*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:00 (105*) 10:00-10:15 (15) Recess 10:15-12:00 (105*) 12:00-12:40 (40) Lunch 12:40-1:10 (30*)</p>	

Minimum Day Inclement Weather / Emergency Lunch Schedule

Grades TK/K	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
10:45-11:20	11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35

Minimum Days

August 23, 2022	October 28, 2022	January 18, 2023	March 15, 2023
September 14, 2022	November 14, 2022	January 27, 2023	March 29, 2023
September 28, 2022	November 15, 2022	February 8, 2023	April 28, 2023
September 30, 2022	November 16, 2022	February 15, 2023	May 3, 2023
October 6, 2022	November 17, 2022	February 24, 2023	May 17, 2023
October 7, 2022	November 18, 2022	March 8, 2023	May 26, 2023
October 19, 2022	December 16, 2022	March 9, 2023	June 15, 2023
October 26, 2022	January 11, 2023	March 10, 2023	

Rio Rosales Elementary 2022-2023 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.



KINDERGARTEN

MODIFIED DAY – K

AUGUST 23 - OCTOBER 28

(260 instructional minutes)
8:05 Warning Bell
8:10 Class Begins
8:10-11:10 Instruction (180)
11:10-11:50 Lunch (40)
11:50-1:10 Instruction (80)

REGULAR DAY - K

NOVEMBER 1 - JUNE 15

(307 instructional minutes)
8:05 Warning Bell
8:10 Class Begins
8:10-9:50 Instruction (100)
9:50-10:05 Recess (15)
10:05-11:10 Instruction (65)
11:10-11:50 Lunch (40)
11:50-1:30 Instruction (100)
1:30-1:40 Recess (10)
1:40-2:22 Instruction (42)

MINIMUM DAY – TK / K

(230 instructional minutes)
8:05 Warning Bell
8:10 Class Begins
8:10-9:50 Instruction (100)
9:50-10:05 Recess (15)
10:05-11:10 Instruction (65)
11:10-11:50 Lunch (40)
11:50-12:55 Instruction (65)

TRANSITIONAL KINDERGARTEN

August 23 - October 28

(230 instructional minutes)
8:00 Warning Bell
8:10 Class Begins
8:10 – 11:10 Instruction (180)
11:10 – 11:50 Lunch/Recess (40)
11:50 – 12:40 Instruction (50)

November 1 - June 15

(260 instructional minutes)
8:00 Warning Bell
8:10 Class Begins
8:10 – 11:10 Instruction (180)
11:10 – 11:50 Lunch/Recess (40)
11:50 – 1:10 Instruction (80)

FIRST GRADE

REGULAR DAY (307 instructional minutes)

8:05 Warning Bell
8:10 Class Begins
8:10 – 10:10 Instruction (120)
10:10 – 10:30 Recess (20)
10:30 – 11:30 Instruction (60)
11:30 – 12:15 Lunch/Recess (45)
12:15 – 2:22 Instruction (127)

MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell
8:10 Class begins
8:10 – 10:10 Instruction (120)
10:10 – 10:25 Recess (15)
10:25 – 11:35 Instruction (70)
11:35 – 12:15 Lunch/Recess (40)
12:15 – 12:55 Instruction (40)



Rio Rosales Elementary 2022-2023 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.

SECOND AND THIRD GRADE

REGULAR DAY (307 instructional minutes)

8:05 Warning Bell
8:10 Class Begins
8:10 – 10:10 Instruction (120)
10:10 – 10:30 Recess (20)
10:30 – 11:55 Instruction (85)
11:55 – 12:40 Lunch/Recess (45)
12:40 – 2:22 Instruction (102)

MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell
8:10 Class Begins
8:10-10:10 Instruction (120)
10:10-10:25 Recess (15)
10:25-11:50 Instruction (85)
11:50 -12:30 Lunch/Recess (40)
12:30-12:55 Instruction (25)

FOURTH AND FIFTH GRADE

REGULAR DAY (323 instructional minutes)

8:05 Warning Bell
8:10 Class Begins
8:10 – 10:35 Instruction (145)
10:35 – 10:50 Recess (15)
10:50 – 12:20 Instruction (90)
12:20 – 1:00 Lunch/Recess (40)
1:00 – 2:28 Instruction (88)

MINIMUM DAY (240 instructional minutes)

8:05 Warning Bell
8:10 Class Begins
8:10 -10:30 Instruction (140)
10:30 -10:45 Recess (15)
10:45 -12:10 Instruction (85)
12:10 -12:50 Lunch (40)
12:50 -1:05 Instruction (15)

INCLEMENT WEATHER LUNCH SCHEDULE

Kindergarten 11:00 - 11:35 a.m. (35)
1st Grade 11:10 - 11:45 p.m. (35)
2nd & 3rd Grades 11:50 - 12:25 p.m. (35)
4th & 5th Grades 12:30 - 1:05 p.m. (35)

11.8



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Approval of Agreement with Western Governors University
Access	Public
Type	Action (Consent)
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Recommended Action	Administration recommends approval of the Agreement with Western Governors University

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: A partnership with Western Governors University allows the district to place student teachers with a district provided mentor teacher. This partnership enables the district to provide support to future teacher candidates and ensure that they have the skills needed to successfully meet students' academic, social emotional, and behavioral needs. The attached agreement outlines the responsibility of the University and the District in order for student teachers to receive the mentorship needed to gain skills essential to the teaching profession.

[Rio School District - Oxnard CA Tier 1 Agreement 2022.pdf \(6,990 KB\)](#)

Administrative Content

Executive Content

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



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT - CALIFORNIA

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Rio School District ("District"), and is effective as of the date of the signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement in California (currently 13 weeks, or 16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Has documented completion of training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California Commission on Teacher Credentialing (CTC);
- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
- Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
- Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
- Competently uses technology for communicating via email and completing online evaluation forms; and
- Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - Caring and considerate
 - Affirming of diversity and cross-culturally competent
 - Reflective practitioner
 - Equitable and fair
 - Committed to the belief that all students can learn
 - Collaborative
 - Technologically proficient
 - Professional leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to: (i) complete a background check acceptable to District, and (ii) have a current Tuberculosis (TB) Risk Assessment and/or examination. Upon request, Teacher Candidates will be required to provide documentation to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.

- Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.
- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates. Clinical supervision may include an in-person site visit, video capture, or synchronous video observation.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Require Cooperating Teachers to complete and document training/professional development equivalent to 10 hours that includes: a two-hour orientation to the program curriculum, and eight hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, as required by the California CTC.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

- **Video Recordings.**

During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
 - To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
 - You must follow appropriate protocol to submit recordings to WGU.
 - You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
 - You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
 - You must destroy all video recordings once the evaluation is complete.
- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
 - **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
 - **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
 - **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
 - **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
 - **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and

signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: Stacey Ludwig Johnson
Title: VP, Academic Operations, Teachers College

By: _____
Title: _____
Date: _____

Point of Contact:
Email: fieldplacement@wgu.edu
Phone: 866-889-0132 (Option 1)

Point of Contact:
Email:
Phone:

For legal notices:
General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

For legal notices:

11.9



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud and Romo for the period September 1, 2022 through August 31, 2023
Access	Public
Type	Action, Action (Consent)
Fiscal Impact	Yes
Dollar Amount	350,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends the approval of legal fees for September 1, 2022 through August 31, 2023 from Atkinson, Andelson, Loya, Ruud, and Romo.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Atkinson, Andelson, Loya, Ruud & Romo Law Offices has been contracted to perform legal services on the District's behalf for several years. This firm provides legal advice for specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, intellectual property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, trademark, non-profit organizations, immigration, and appellate law. The District agrees to pay the Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm. This contract commences on September 1, 2022 and expires on August 31, 2023.

[Atkinson Andelson Contract 22-23.pdf \(424 KB\)](#)

Administrative Content

Executive Content

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

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of September, 2022, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and RIO SCHOOL DISTRICT, hereinafter referred to as "District."

II. RECITALS; PURPOSE; MATTERS

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

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for two years, commencing September 1, 2022, through August 31, 2023. For the period September 1, 2022, through August 31, 2023, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	<u>Sept. 1, 2022- Aug. 31, 2023</u>	<u>Sept. 1, 2023- Aug. 31, 2024</u>
Senior Partners	\$330.00	\$345.00
Partners/Senior Counsel	\$305.00	\$315.00
Senior Associates	\$290.00	\$300.00
Associates	\$280.00	\$290.00
Electronic Technology Litigation Specialist	\$235.00	\$240.00
Non-Legal Consultants	\$240.00	\$245.00
Senior Paralegals/Law Clerks	\$175.00	\$180.00
Paralegals/Legal Assistants	\$165.00	\$170.00

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

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

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

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

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

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

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

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

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;

3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or

4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

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

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

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

IV. SPECIALIZED LEGAL SERVICES

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

V. RELATED POST-INVESTIGATION SERVICES

If an attorney who conducted an investigation for the District is subsequently asked or required to prepare for and/or testify, including, without limitation, at deposition, trial, arbitration

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

VI. CONSENT TO JOINT REPRESENTATION

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

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

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

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

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

VIII. CONSENT TO LAW FIRM COMMUNICATION

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

IX. IDENTIFICATION OF INSURANCE COVERAGE

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

X. BINDING ARBITRATION

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

XI. DURATION

This Agreement shall be effective September 1, 2022, through August 31, 2024, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

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XII. EXECUTION DATE

This Agreement is entered into this 1st day of September, 2022.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____

By: _____
JOHN M. RAJCIC

“District”

RIO SCHOOL DISTRICT

Dated: 8.9.2022

By:  _____

11.10



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Adoption of the GANN Limit/Resolution No. 22/23-07
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	Staff recommends adoption of the GANN Limit Resolution 22/23-07

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Pursuant to the California Constitution, Article XIII-B, a public agency must establish a maximum appropriation limitation annually. Each year, an actual calculation is run for the previous fiscal year and an estimate is made on the current fiscal year.

The attached calculation shows the District's GANN Limit for the 2021/2022 fiscal year and a projected GANN Limit for the 2022/2023 fiscal year and does not require an increase in the limit. The calculation complies with the requirements of SB98 and AB198.

[11- FORM GANN LIMIT.pdf \(338 KB\)](#)

[21-22-7 GANN Limit Resolution.docx \(13 KB\)](#)

Administrative Content

Executive Content

	2021-22 Calculations			2022-23 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
	2020-21 Actual			2021-22 Actual		
A. PRIOR YEAR DATA (2020-21 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)						
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	38,147,568.90		38,147,568.90			37,268,084.33
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	5,128.93		5,128.93			4,739.31
ADJUSTMENTS TO PRIOR YEAR LIMIT			Adjustments to 2021-22			
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2021-22 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)			2022-23 P2 Estimate			
1. Total K-12 ADA (Form A, Line A6)	4,739.31		4,739.31	4,776.11		4,776.11
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,739.31			4,776.11
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED			2022-23 Budget			
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	74,706.26		74,706.26	71,792.00		71,792.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	60.00		60.00	60.00		60.00
4. Secured Roll Taxes (Object 8041)	10,325,715.71		10,325,715.71	9,863,482.00		9,863,482.00
5. Unsecured Roll Taxes (Object 8042)	261,656.86		261,656.86	261,657.00		261,657.00
6. Prior Years' Taxes (Object 8043)	37,019.96		37,019.96	36,997.00		36,997.00
7. Supplemental Taxes (Object 8044)	326,896.69		326,896.69	169,083.00		169,083.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	101,483.62		101,483.62	460,241.00		460,241.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,937,028.78		1,937,028.78	934,971.00		934,971.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	13,064,567.88	0.00	13,064,567.88	11,798,283.00	0.00	11,798,283.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	13,064,567.88	0.00	13,064,567.88	11,798,283.00	0.00	11,798,283.00

	2021-22 Calculations			2022-23 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19a. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			1,317,329.00			1,379,671.00
19b. Qualified Capital Outlay Projects						
19c. Routine Restricted Maintenance Account (Fund 01, Resource 8150, Objects 8900-8999)	2,119,691.85		2,119,691.85	2,258,233.00		2,258,233.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)	2,119,691.85	0.00	3,437,020.85	2,258,233.00	0.00	3,637,904.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	42,880,329.00		42,880,329.00	46,655,573.00		46,655,573.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	42,880,329.00	0.00	42,880,329.00	46,655,573.00	0.00	46,655,573.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	79,148,215.98		79,148,215.98	87,232,266.00		87,232,266.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	(139,372.80)		(139,372.80)	40,003.00		40,003.00
D. APPROPRIATIONS LIMIT CALCULATIONS						
			2021-22 Actual			2022-23 Budget
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			38,147,568.90			37,268,084.33
2. Inflation Adjustment			1.0573			1.0755
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9240			1.0078
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			37,268,084.33			40,394,462.93
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			13,064,567.88			11,798,283.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)			568,717.20			573,133.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			27,640,537.30			32,234,083.93
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			27,640,537.30			32,234,083.93
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			(139,372.80)			20,201.64
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			12,925,195.08			11,818,484.64
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			27,779,910.10			32,213,882.29
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			12,925,195.08			
b. State Subventions (Line D8)			27,779,910.10			
c. Less: Excluded Appropriations (Line C23)			3,437,020.85			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			37,268,084.33			

RIO SCHOOL DISTRICT

RESOLUTION NO. 22/23-07 ADOPTION OF THE "GANN" LIMIT

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2021-22 fiscal year and a projected Gann Limit for the 2022-23 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2021-22 and 2022-23 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2021-22 and 2022-23 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of September, 2022 by the following vote on roll call:

Kristine Anderson
President of the Board of Trustees

Attest:

_____/_____
John Puglisi, Ph.D., Date
Superintendent

11.11



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.11 Approval of a Three Year Contract with Christy White, Inc for Audit Services 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	120,255.00
Budgeted	Yes
Budget Source	General Fund and Measure L funds
Recommended Action	It is recommended that the Board of Education approve Rio School District to sign the audit contract with Christy White's firm for 2022, 2023, and 2024.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Fiscal year 2021-2022 is the last year of the contract with our current independent auditor firm. A Request for Proposal (RFP) for Audit Services was sent out by the Rio School District to the CPA firms being used by Ventura County Schools. We received four RFP's to be considered for new audit services. Each RFP was reviewed in detail and a cost comparison was done. The top three vendors were interviewed by a team from the Rio School District. The three vendors were asked several questions about their services and details about how they go about completing their audits. Staff made reference checks with other school districts who engage these CPA firms.

Even though a couple of CPA firms had outstanding performances during the interviews and the reference checks, the one vendor that most closely fit our needs was Christy White Audit Services. Attached is the Engagement Letter from Christy White's office. We ask the Board of Education for the Rio School District to approve going forward with a Contract for audit services for 2023, 2024, and 2025.

Annual Audit Fees for Measure L:

2022-2023	2023-2024	2024-2025
\$5,000	\$5,250	\$5,513

Annual Audit Fees:

2022-2023	2023-2024	2024-2025
\$33,000	\$34,801	\$36,691

Christy White, Inc Engagement Letter Rio Elementary School District 2023-2025.pdf (277 KB)

Christy White Inc Engagement Letter_ Rio Elementary SD Measure L Bond Audit 2023-2025.pdf (268 KB)

Administrative Content

Executive Content

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



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

September 9, 2022

Governing Board and Management
Rio Elementary School District
1800 Solar Dr.
Oxnard, CA 93030-2655

We are pleased to confirm our understanding of the services we are to provide Rio Elementary School District for the fiscal years ending June 30, 2023, 2024 and 2025.

Audit Scope

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Rio Elementary School District as of and for the fiscal years ending June 30, 2023, 2024 and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Rio Elementary School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Rio Elementary School District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion & Analysis
2. Budgetary Comparison Schedule
3. Schedule of Changes in OPEB Liability and Related Ratios
4. Schedules of District's Proportionate Share of Net Pension Liability
5. Schedules of District Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies Rio Elementary School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1. Schedule of expenditures of federal awards (if Uniform Guidance applies*).
2. Other schedules and/or information as required by the State Controller's Office.

**A Federal Single Audit under Uniform Guidance is applicable in any year that Rio Elementary School District expends more than \$750,000 in Federal funds.*

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.
- An opinion (or disclaimer of opinion) on the District's compliance with the types of compliance requirements described in the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, section 19810.

Auditor's Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance (if applicable), and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance (if applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Audit Procedures – Internal Controls

We will obtain an understanding of the school district and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Rio Elementary School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

When applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Rio Elementary School District's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Rio Elementary School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Rio Elementary School District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable); (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, when required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance (if applicable); (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance (if applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Rio Elementary School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If issued, the Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide an electronic and up to fifteen copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. We will file the report with the Office of the State Controller, California Department of Education, and the Ventura County Office of Education by the published deadline. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The maximum annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Annual Audit Fees	\$ 33,000	\$ 34,801	\$ 36,691

The maximum annual fee for auditing services shall not exceed the above amounts, with the exception that any auditing services provided for (1) significant changes in District audit requirements as stated in *Government Auditing Standards* or the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* issued by the Education Audit Appeals Panel, or (2) any changes in the number of funds or accounts maintained by the Rio Elementary School District during the period under this agreement, shall be in addition to the above maximum fee.

Our invoices for these fees will be rendered upon completion of fieldwork as follows: 25% of contract upon completion of site testing and/or planning, 25% of contract upon completion of interim testing and 50% of contract upon completion of year end fieldwork and are payable on presentation. In accordance with Education Code Section 14505 as amended, ten percent (10%) of the audit fee shall be withheld pending certification of the audit report by the Office of the State Controller and fifty percent (50%) of the audit fee shall be withheld for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to the reporting provisions of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2023 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2025 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Rio Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



John Whitehouse, CPA
Partner
Christy White, Inc

RESPONSE:

This letter correctly sets forth the understanding of Rio Elementary School District.

Signature

Title

Date



Certified Public Accountants serving
K-12 School Districts and Charter
Schools throughout California

September 9, 2022

Governing Board and Management
Rio Elementary School District
1800 Solar Dr.
Oxnard, CA 93030-2655

We are pleased to confirm our understanding of the services we are to provide Rio Elementary School District for the fiscal years ending June 30, 2023, 2024 and 2025.

Audit Scope

We will conduct a financial statement and performance audit to include the balance sheet of the Measure L Bond of Rio Elementary School District as of June 30, 2023, 2024 and 2025, and the related statement of revenues, expenditures, and changes in fund balance for the fiscal years ending June 30, 2023, 2024 and 2025. The audit will be conducted in accordance with Article 13A of the California Constitution

Audit Objectives

The objectives of our financial statement audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

The objective of our performance audit is the expression of opinions as to whether the District conformed with the compliance requirements over the deposit and use of Measure L Bond funds. In addition, we will issue an opinion on performance requirements of Proposition 39 which include whether the expenditures are allowable in accordance with applicable laws, regulations and the voter approved measure.

Auditor's Responsibilities

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Appendix A of the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

348 Olive Street
San Diego, CA
92103

O: 619-270-8222
F: 619-260-9085
christywhite.com

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the school district or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention.

We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the school district's ability to continue as a going concern for a reasonable period of time.

Audit Procedures – Internal Controls

We will obtain an understanding of the school district and its environment as it relates to the bond fund, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Rio Elementary School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Measure L Bond of Rio Elementary School District in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and complete-ness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit of the bond fund; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the school district's bond fund involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the school district received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the school district's bond fund complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

We will issue written reports upon completion of our audit. Our reports will be addressed to the Governing Board of Rio Elementary School District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. We will also provide a Performance Audit report, as required by Proposition 39, which will also be conducted in accordance with the *Government Auditing Standards*.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Christy White, Inc, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide an electronic and up to fifteen copies of our reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

By your signature below, you acknowledge the audit documentation for this engagement is the property of Christy White, Inc and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Office of the State Controller or its designee for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Christy White, Inc personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Office of the State Controller. Christy White, Inc does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. It is your responsibility to retain and protect your records (which includes any work product we provide to you as well as any records that we return) for possible future use, including potential examination by any government or regulatory agencies. Christy White, Inc does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

We expect to begin our audit as soon as possible and to issue our reports by the published deadline. The annual fee for auditing services under the terms of this agreement shall not exceed the following agreed upon amounts:

	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
Annual Audit Fees	\$ 5,000	\$ 5,250	\$ 5,513

Our invoices for these fees will be rendered each month as work progresses, or upon completion of the report and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation under Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

This audit contract is null and void if the firm is declared ineligible to audit K-12 school districts pursuant to subdivision (c) of Education Code Section 41020.5. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The first period to be audited shall be for the fiscal year ending June 30, 2023 and is subject to extension for up to two additional fiscal years, if agreeable to the auditors and the District. The agreement may be cancelled annually if notified by the client or auditor by February 15 of each year. Additional extensions beyond 2025 may be secured on a year by year basis, subject to the agreement of the District and the auditor.

Professional standards require us to be independent with respect to the company. Any discussions with our personnel regarding employment could pose a threat to our independence. Therefore, you agree to inform the engagement partner before having any such discussions.

In accordance with *Government Auditing Standards*, upon request, we will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract.

Christy White, Inc has a non-licensee owner who may provide client services in your contract under the supervision of licensed owner.

We appreciate the opportunity to be of service to the Rio Elementary School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



John Whitehouse, CPA
Partner
Christy White, Inc

RESPONSE:

This letter correctly sets forth the understanding of Rio Elementary School District.

Signature

Title

Date

11.12



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Local Agency Biennial Notice for 2022 regarding Conflicts of Interest
Access	Public
Type	Action
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve the 2022 Local Agency Biennial Notice regarding Conflicts of Interest.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

No amendments were required since the 2021 Local Agency Biennial Notice.

Conflict of Interest Code Biennial Notice.pdf (570 KB)

Administrative Content

Executive Content

2022 Local Agency Biennial Notice

Name of Agency: Rio School District
Mailing Address: 1800 Solar Drive, 3rd Fl., Oxnard, CA 93030
Contact Person: Mary Orleans Phone No. 805-485-3111, x2130
Email: morleans@rioschools.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to: **E-Mail to: form700clerk@ventura.org**

or
**Mail to: Clerk of the Board of Supervisors
800 S. Victoria Avenue, L# 1920
Ventura, CA 93009-1920**

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

**CONFLICT OF INTEREST CODE
RIO SCHOOL DISTRICT**

The Political Reform Act, Government Code section 81000 et seq., requires local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code Regs., § 18730) which contains the terms of a standard Conflict of Interest Code, which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings.

The terms of California Code of Regulations, Title 2, Section 18730, and any amendment to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference as the Conflict of Interest Code for the [*INSERT NAME OF AGENCY*], and along with the attached Exhibit A, which designates positions requiring disclosure and Exhibit B, which sets forth disclosure categories for each designated position, constitute the Conflict of Interest Code of the [*INSERT NAME OF AGENCY*]. Persons holding positions designated in Exhibit A shall file Form 700 Statements of Economic Interests with the Filing Officer specified for that position in Exhibit A.

IN PREPARING THE FORM 700, DESIGNATED FILERS NEED ONLY DISCLOSE THOSE FINANCIAL INTERESTS FALLING WITHIN THE DISCLOSURE CATEGORIES DESIGNATED FOR THAT FILER'S POSITION AS STATED IN EXHIBITS A AND B.

APPROVED AND ADOPTED this ___ day of _____, 2022:

By: _____
Print Name: Kristine Anderson
Title: Board of Education President

EXHIBIT A – DESIGNATED POSITIONS AND FILING OFFICERS

# of POSITIONS	POSITION TITLE	DISCLOSURE CATEGORIES (From Exhibit B)	FILING OFFICER (Designate County Clerk of Board [COB] or Local Agency's Clerk [AC])
5	Members of the Board of Trustees	Category 1	COB
1	Superintendent	Category 1	COB
1	Assistant Superintendent, Business Services	Category 1	AC
1	Assistant Superintendent, Educational Services	Category 2	AC
1	Director of Human Resources	Category 2	AC

EXHIBIT B – DISCLOSURE CATEGORIES

The terms *italicized* below have specific meaning under the Political Reform Act. In addition, the financial interests of a spouse, domestic partner and dependent children of the public official holding the designated position may require reporting. Consult the instructions and reference pamphlet of the Form 700 for explanation.

Category 1 – BROADEST DISCLOSURE

[SEE FORM 700 SCHEDULES A-1, A-2, B, C, D and E]

- (1) All sources of *income, gifts, loans and travel payments*;
- (2) All *interests in real property*; and
- (3) All *investments and business positions in business entities*.

Category 2 – REAL PROPERTY

[SEE FORM 700 SCHEDULE B]

All interests in real property, including interests in real property held by business entities and trusts in which the public official holds a business position or has an investment or other financial interest.

Category 3 – LAND DEVELOPMENT, CONSTRUCTION AND TRANSACTION

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which engage in land development, construction, or real property acquisition or sale.

Category 4 – PROCUREMENT

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which provide services, supplies, materials, machinery or equipment which the designated position procures or assists in procuring on behalf of their agency or department.

Category 5 – REGULATION AND PERMITTING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which are subject to the regulatory, permitting or licensing authority of, or have an application or license pending before, the designated position's agency or department.

Category 6 – FUNDING

[SEE FORM 700 SCHEDULES A-1, A-2, C, D and E]

All investments, business positions and sources of income, gifts, loans and travel payments, from sources which receive grants or other funding from or through the designated position's agency or department.

APPENDIX - DESIGNATING OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Pursuant to Government Code section 87200 et seq., certain city and county officials, as well as all "other officials who manage public investments," are required to disclose their economic interests in accordance with the Political Reform Act. This Appendix provides the relevant definitions for determining which public officials qualify as "other officials who manage public investments," designates the agency's positions which qualify as such, and states the Filing Officer for each designated position.

APPLICABLE DEFINITIONS

As set forth in 2 California Code of Regulations section 18701, the following definitions apply for the purposes of Government Code section 87200:

(1) "Other public officials who manage public investments" means:

(A) Members of boards and commissions, including pension and retirement boards or commissions, or of committees thereof, who exercise responsibility for the management of public investments;

(B) High-level officers and employees of public agencies who exercise primary responsibility for the management of public investments, such as chief or principal investment officers or chief financial managers. This category shall not include officers and employees who work under the supervision of the chief or principal investment officers or the chief financial managers; and

(C) Individuals who, pursuant to a contract with a state or local government agency, perform the same or substantially all the same functions that would otherwise be performed by the public officials described in subdivision (1)(B) above.

(2) "Public investments" means the investment of public moneys in real estate, securities, or other economic interests for the production of revenue or other financial return.

(3) "Public moneys" means all moneys belonging to, received by, or held by, the state, or any city, county, town, district, or public agency therein, or by an officer thereof acting in his or her official capacity, and includes the proceeds of all bonds and other evidences of indebtedness, trust funds held by public pension and retirement systems, deferred compensation funds held for investment by public agencies, and public moneys held by a financial institution under a trust indenture to which a public agency is a party.

(4) "Management of public investments" means the following non-ministerial functions: directing the investment of public moneys; formulating or approving investment policies; approving or establishing guidelines for asset allocations; or approving investment transactions.

11.13



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval of the Memorandum of Understanding between Migrant Education- Ventura County Office of Education and the Rio School District
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of the Memorandum of Understanding between Migrant Education- Ventura County Office of Education and the Rio School District

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District and VCOE Migrant Education Program, will agree to mutual roles that will demonstrate how VCOE and Rio School District will maintain a collaborative relationship to ensure the timely and successful implementation of the Migrant Education Program during the 2022-2023 school year.

Migrant Ed. MOU RIO 2022-23.pdf (76 KB)

Administrative Content

Executive Content

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION
AND
RIO SCHOOL DISTRICT**

The purpose of this Memorandum of Understanding is between the Ventura County Office of Education (“VCOE”) and Rio School District, hereafter called “the district,” relative to the Migrant Education Program (MEP). This memorandum sets forth the mutual roles that will be the means by which VCOE and Rio School District will create and maintain a collaborative relationship to ensure the timely and successful implementation of the Migrant Education Program.

Timeline:

This MOU shall be effective from July 1, 2022, through the June 30, 2023

The Region agrees to:

1. Reimburse the District upon receipt of an invoice with relevant receipts for any supplementary services (transportation/custodial) with prior written approval by the Region provided by the District for eligible migrant education program students and/or eligible migrant education program parents.
2. Verify eligibility of students and parents by an official State approved Certificate of Eligibility.
3. Provide relevant training for the District staff, classified and/or certificated working directly or indirectly with eligible migrant students.
4. Provide necessary forms and documents in the provision of the Migrant Education Program Supplementary Services.
5. Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary providing there are funds currently available.
6. Provide supplementary educational services to eligible migrant students and focus on Priority for Service and At-Risk eligible migrant students whenever possible.

The district agrees to:

1. Submit a quarterly invoice with the appropriate supportive documentation to the Region for reimbursement for costs specific to transportation and custodial supplementary services only provided to eligible migrant students. Not to exceed **\$12,000.00** for both Summer School Migrant Program and the Regular School Year Migrant Program.
2. Provide appropriate facilities for both the Summer School Migrant Program and the Regular School Year Migrant Program.
3. Provide relevant student and/or parent information in order to determine eligibility and/or participate in educational events.
4. Submit the final Q4 invoice with an annual expenditure report from their financial system, along with a formal invoice to the VCOE no later than July 20th of each fiscal year.

Please submit your invoice to Maria Ponce-Montañez and Sonia Magaña at the email addresses below:

Maria Ponce-Montañez
Migrant Education Specialist
805-383-9359
mponcemontanez@vcoe.org

Sonia Magaña
Assistant Director, Internal Business
805-383-1940
smagana@vcoe.org

The parties have evidenced their acceptance of this Memorandum of Understanding by their signatures affixed below.

Ventura County Office of Education
5189 Verdugo Way
Camarillo, CA 93012

Rio School District
1800 Solar Drive
Oxnard, Ca 93030

For the Rio School District

Dr. John D. Puglisi, Superintendent

Date

For the Ventura County Office of Education, Educational Services Branch

Dr. Consuelo Hernandez Williams, Associate Superintendent

Date

Lisa Cline, Executive Director of Business Services

Date

11.14



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.14 Approval of Out of State travel to La Cosecha Conference 2022 in Santa Fe, New Mexico
Access	Public
Type	Action (Consent), Information
Fiscal Impact	Yes
Dollar Amount	16,000.00
Budgeted	Yes
Budget Source	Title I Site funds and LCFF District funds
Recommended Action	Staff recommends board approval of the out of state travel to Santa Fe, NM.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

As part of the district’s support for professional development of teachers and administrators in our K-8 Dual Immersion Academy, we are requesting approval to send a group of teachers and administrators from Rio Real and Ed Services to the 22nd Annual Dual Language Conference (La Cosecha) in Santa Fe, New Mexico from November 2nd-5th, 2022 with travel days 1 day before and after as necessary. Travel expenses not to exceed \$16,000 for a group of 8 people which includes: 2 site administrators, 3 teachers, 2 TOSAs and 1 district administrator.

The conference is the largest dual language conference in the U.S. and brings together over 2,500 participants from throughout the world, representing two-way immersion, one-way developmental bilingual, and one-way heritage language immersion programs. *La Cosecha* offers teachers’ administrators and practitioners a unique opportunity to share and learn research based best practices, resources, current theory and practice, build networks, and fuel our teachers and community’s efforts to build a better future for our children as we learn from the best of our multilingual and multicultural communities.

This year we will be participants at the conference. Rio Real has new teachers that have joined our team in the last 3-5 years during which time dual language training opportunities have been minimal. It is our goal to have our teachers develop leadership skills in the area of dual language pedagogy and present at conferences such as this, Thrive, state and local CAFE and also assist other schools as they implement dual language instruction and programs which are highly sought after by the families in our community for 21st century skills.

Administrative Content

Executive Content

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

11.15



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.15 Approval of the Contract with Oxnard Union High School District to Provide ESL Parent Classes at OSFS
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	10,000.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of contract with OUHSD to provide ESL parent classes.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Increase access, participation, and engagement in Rio schools by providing English language learning opportunities within school communities.

The Rio School District Expanded Learning Opportunities Program plan cites one of the program's four goals as:

"Provide students and parents with opportunities to give feedback about the program, participate in leadership roles, and develop ideas for programs."

ouhsd esl agreement.pdf (384 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance

to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

RIO SERVICES AGREEMENT

Requisition Number _____

Purchase Order Number _____

Contract Number _____

This Services Agreement (the "Agreement") is made and entered into this 17th _____ day of August _____, 2022 _____ by and between Rio School _____ District (hereinafter referred to as "District") and Oxnard Adult School _____, (hereinafter referred to as "Provider.")

PROVIDER.

Oxnard Adult School
Provider

805-385-2619
Telephone Number

1800 Solar Dr.
Street Address

Fax Number

Oxnard, CA 93030
City, State, Zip code

leticia.carabajal@oxnardunion.org
E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

Type of Business

- Individual
- Partnership
- Other _____
- Sole Proprietorship
- Corporation

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the

District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on Aug 23, 2022, and terminate on June 16, 2022. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any

attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

Rio School District
District
Attn: Oscar Hernandez
1800 Solar Dr., 3rd Floor
Street
Oxnard, CA 93030
City, State, Zip Code

OUHSDP.
Provider
Attn: Ted Lawrence
1800 Solar Drive, 2nd Floor
Street
Oxnard, CA 93030
City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or

make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. ADDITIONAL WORK. If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. COMPLIANCE WITH LAWS. Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. PREVAILING WAGE. Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).

14. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

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

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

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

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

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

Personal vehicles: \$ 500,000.00 combined single limit or
 \$100,000.00 per person / \$300,000.00 per accident
 Commercial vehicles: \$1,000,000.00 combined single limit
 Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District.** Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

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

17. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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 Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This

Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding
22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).
- Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.
23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern,

limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an "ink-signed" original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District
District
By: _____
Signature
John Puglisi, Ph.D.
Name
Superintendent
Title

OUHSD
Provider
[Signature]
Signature
Ted P. Lawrence
Name
Acct. Syst. Business & Succ.
Title

Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will

- recruit and hire teachers for ESL classes
- enroll students
- share enrollment data with district

District will

- provide use of former board room facility at the Office of Student and Family Services
- provide custodial services
- provide child care during class
- provide adults and children with a healthy snack
- recruit and hire a Campus Supervisor
- provide adult participants with access to Chromebooks or laptops
- collaborate with provider to recruit adults from the Rio School District community to enroll

WORK SCHEDULE:

Dates: August 23, 2022- June 16, 2023

Class times: 6:00pm-8pm, Monday- Thursday

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ n/a _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ n/a _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES:

11.16



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Approval of MIND Research Institute Proposal for 2022-2023 School Year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	36,320.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of ST Math licenses proposal.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Educational Services department would like to renew ST Math licenses for the following schools: Rosales, Del Valle, Plaza, Real and Del Sol.

The web-based ST Math instructional software program is designed to help all students reach math proficiency through self-paced, language-independent, mastery-based objectives. It is closely aligned to state and Common Core standards and builds the conceptual understanding and problem-solving skills needed for success in math. The ST Math software integrates with core instruction and is delivered in a variety of learning environments. Teachers and students access the software in the classroom, lab, or at home, to maximize productive teaching and learning. ST Math features embedded assessments and detailed reporting of student learning patterns.

Through a 1:1 learning environment, the ST Math software games incrementally increase in difficulty and provide immediate feedback.

Through the software system, educators are able to access real-time student learning data, allowing for differentiation based on each student's level of

understanding. ST Math uses a blended learning approach of 1:1 online learning through ST Math and teacher-guided group instruction integrating

ST Math software games into their classroom lessons.

ST Math Renewal Quote - RIO ELEMENTARY_V3.pdf (100 KB)

Administrative Content**Executive Content**

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5281 California Avenue, Suite 300
Irvine CA 92617
949-345-8700
866-569-7014
www.mindresearch.org

Comments Terms: Academic School Year 2022-2023
7/1/2022-6/30/2023

Created Date 9/9/2022
Quote Number 00010370
Expiration Date 10/14/2022
Partnership Manager Emily Young
Partnership Manager Email eyoung@mindresearch.org
Renewal Rep Mary Jane Smith
Renewal Rep Email mjsmith@mindresearch.org

Bill To Name RIO ELEMENTARY
Bill To ACCOUNTS PAYABLE
2500 E VINEYARD AVE STE 100
OXNARD, CA 93036-1309
United States

Ship To Name RIO ELEMENTARY
Ship To CURRICULUM & INSTRUCTION
2500 VINEYARD AVE STE 100
OXNARD, CA 93036-1309
United States

Product	Account	Quantity	Detail Description	Total Price
New ST Math Site Subscription (251+ Students)	RIO DEL VALLE MIDDLE SCHOOL	1.00	<p>New ST Math Site Subscription License for School with 251+ Students Enrolled</p> <ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators - Two (2) Professional Learning Offerings - ST Math Implementation Support - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>Annual Renewal ST Math Site Subscription License:</p>	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	RIO PLAZA ELEMENTARY SCHOOL	1.00	<ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>Annual Renewal ST Math Site Subscription License:</p>	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Real Elementary	1.00	<ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules 	USD 12,000.00

Please submit purchase orders:
By email: purchaseorders@mindresearch.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.



Renewal/Annual Service - ST Math Student License	Rio del Sol STEAM Academy	800.00	<ul style="list-style-type: none"> - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone ST Math Annual Service/Renewal Fee Includes: <ul style="list-style-type: none"> - Renewal of ST Math Software License - Ongoing Minor Software Updates - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email Annual Renewal ST Math Site Subscription License:	USD 8,320.00
Renew ST Math Site Subscription (251+ Students)	Rio Rosales School	1.00	<ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone 	USD 12,000.00
Previous Purchase Credit	Rio Rosales School	1.00	Previous Purchase Credit, Purchase Order P23-00475	USD -12,000.00
MIND in Kind		4.00	Sites with \$12,000 pricing apply for our nonprofit MIND in Kind Donor Dollars purchasing as a district implementation with 3+ sites implementing ST Math. *This offer of MIND in Kind support is contingent upon applicant's ability to adhere to MIND Research Institute's School Grants Guidelines as described in program application*	USD -8,000.00
			Subtotal	USD 36,320.00
			Grand Total	USD 36,320.00

Prepared By Emily Young
 Email eyoung@mindresearch.org

Please submit purchase orders:
 By email: purchaseorders@mindresearch.org
 By Fax: 1-866-569-7014
 You can view our technical requirements [here](#).
 Thank you for being an ST Math partner!

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Research Institute's Terms of Use as described at <http://www.mindresearch.org/misc/terms/>.

MIND Research complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindresearch.org/misc/privacy/>.

11.17



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.17 Ratification of ELD Instructional Materials Purchase
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	81,885.32
Budgeted	Yes
Budget Source	Lottery funds
Recommended Action	Staff recommends approval of ratification of ELD instructional materials purchase.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The original estimate did not include new classrooms and increased enrollment numbers when originally submitted on August 17th for board approval.

The original estimate was \$213,247.00 and the actual amount was \$295,132.32 with a difference of \$81,885.32.

Instructional materials Evaluation and Adoption

The SBE has the constitutional responsibility and authority to adopt instructional materials for grades one through eight (Article IX, Section 7.5 of the California Constitution) and statutory authority to adopt instructional materials for kindergarten. The evaluation criteria are typically incorporated in the curriculum frameworks. Instructional materials are broadly defined to include textbooks, technology-based materials, other educational materials, and tests.

Rio School District went through an adoption process for ELD during the 2021-2022 school year. The following vendors were chosen for ELD instructional materials:

Hands on English - TK/Kindergarten

Carousel - 1st-3rd (Newcomer and Emerging)

Look - 1st-5th (Emerging, expanding and bridging)

iLit - 6th-8th grade

Administrative Content**Executive Content**

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11.18



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.18 Approval of the Contract with Protocol Agency for School Psychologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	102,960.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Protocol Agency contract.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to a shortage in qualified School Psychologists applying directly to the district for positions and in order to meet the assessment needs determined by students' individualized education plans or initial referrals, the Pupil Personnel Services Department has found it necessary to contract with Protocol Agency for a School Psychologist, three days a week, for the 2022-2023 school year.

The contracted School Psychologist will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of their student's IEPs. The contracted School Psychologist will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[Protocol Agency Contract for Psychologist Final version.pdf \(246 KB\)](#)

Administrative Content

Executive Content

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SCHOOL STAFFING AGREEMENT

This Schools Staffing Agreement (hereinafter referred to as the "Agreement") is signed and made effective September 05, 2022, between *Protocol Agency, Inc.* a Staffing Agency located at 875 S Westlake Blvd, Suite 112, Westlake Village, CA 91361 (hereinafter referred to as "Agency"), and *Rio School District* located at 1800 Solar Drive Oxnard CA 93030.

The parties, by mutual covenants, agree as follows:

1. TERMS OF AGREEMENT

The term of this Agreement will be renewed annually. The agreement can be terminated by either party at any time, with or without cause, by giving thirty (30) days prior written notice to the other.

2. DESCRIPTION OF SERVICE

Agency shall, upon request, by Rio School District, refer personnel (hereinafter referred to as "Staff") to the Rio School District Education Department for services (hereinafter referred to as "Services").

3. CONDITION OF SERVICE

Agency's responsibility to refer personnel to Rio School District is subject to availability.

Rio School District is not obligated to use the Agency on an exclusive basis nor is the Agency obligated to provide personnel to the Rio School on a priority basis except where otherwise agreed on.

4. QUALIFICATION REQUIREMENTS FOR STAFF

(a) Proof of current original licensure and appropriate certification in the State of California

(b) Proof of a minimum of one (1) years' experience (including Agency experience)

(c) Proof of current/valid CPR certification.

(d) Proof of clear drug screen within 30 days prior to start date.

(e) Proof of annual in-service education in fire, safety, and infection control and HIPAA compliance. (Wages for the time spent in all in-service education required under this Agreement is the sole expense of Agency and shall not be charged to Rio School District.)

(f) Proof of compliance with applicable immigration laws and maintenance of current I-9 documentation.

(g) Date of current health history (within past 12 months) on file with Agency and a record of immunizations, current PPD (within 1 year) and identified physical limitations. Agency shall maintain current written employee releases from all Staff assigned under this Agreement to permit Rio School District access to their medical file. Information on physical limitations or impairments and other medical information shall be collected and maintained in accordance with all applicable anti-discrimination laws including, but not limited to, the California Labor Code, the Rehabilitation Act of 1974, and the Americans with Disabilities Act of 1991.

(h) Minimum of two professional references (on file at Agency and available for Rio School District review upon request).

(i) Copies of each category exam and the acceptable passing scores for such exams.

(j) Agency shall conduct the necessary background check(s) to determine the proof of U.S. citizenship, name verification, evidence of criminal conviction, and provide a copy of such background check to Rio School District. (NPA compliant)

(k) Staff must be able to speak, write and read the English language sufficiently to communicate with patients and staff and to complete required documentation.

(l) Each Staff shall present upon arrival at the designated school and wear, if required, a photograph identification supplied by Agency, or such Staff shall be deemed "not Qualified" under the terms of this Agreement.



(m) Agency will provide educational opportunities to staff and plan to complete computerized charting that the designated School is using.

(n) Agency shall work with Rio District School to develop an appropriate skills and competency checklist for each Staff member that shall be reviewed on an annual basis or at a time period designated by the district.

(o) Agency will follow the Client Facilities compliance guidelines and provide proof that candidate meets or exceeds Client Facilities compliance.

All Staff files are available for inspection to the school's administration personnel during regular business hours by appointment. To maintain a standard of quality care, Staff who do not meet our requirements are placed on a DO NOT USE list.

5. SERVICE REQUEST

Rio School District staff should request services as their need arises

6. RIGHT TO DISMISS

Any Staff referred by the Agency for a position requiring a license and who does not possess a current valid license issued by the State for the position to which the Staff is referred, or who is physically incapable of performing the duties of such position, shall not be permitted to perform such services at the School, and the School shall not be required to pay the Agency for any hours worked by such Staff.

If in the sole discretion of the School's Administration, a Staff member referred by the Agency is incompetent, negligent, or has engaged in misconduct, the school may require the Staff member to leave the school's premises and shall inform the Agency of this action immediately. The school's obligation to compensate the Agency for such staffing services shall cease from that point.

7. SCHOOL DISTRICT RULES AND REGULATIONS

While providing services at the School, the Agency's Staff shall comply with all provisions of the licensing law under which the respective Staff are licensed. The school has the obligation to orient Staff to the facility and acquaint them with the school's policies and procedures.

8. EMPLOYER STATUS WITH PROTOCOL AGENCY, INC.

All Staff who are referred to School under this Agreement shall for all purposes be considered agents of Protocol Agency, Inc. ONLY. The parties hereby acknowledge that they are independent contractors, and neither the Agency nor any of its agents, representatives, students, employees, or Staff members shall be considered agents, representatives, or employees of the school. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto.

The Agency shall assume sole and exclusive responsibility for payments of all compensation, bonuses, housing, transportation, insurance, or other benefits due its independent contractors as defined herein for performing duties at the school. The Agency shall also be liable for its own debts, obligations, acts and omissions and shall be solely responsible for withholding Federal, State, and Local taxes and for paying all employee required payroll tax contributions, social security, and other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.



9. INSURANCE COVERAGE

The Agency operates in compliance with all State and Federal Laws applicable to employees. Each school is named as additional insured on all policies. The agency maintains the following insurance coverage:

- 9.1 Workers' Compensation Insurance: Agency agrees to secure and maintain in effect, at its own expense, Workers' Compensation Insurance:
- (a) Covering all Agency personnel employed to perform services pursuant to this Agreement in accordance with any applicable Workers' Compensation Law; and
 - (b) Employers Liability Insurance with a limit of \$1 million for each occurrence. Agency agrees to indemnify and hold harmless School entity for all claims arising out of injury, disability, or death of any Agency employees, and will request their insurer to issue an endorsement waiving rights or subrogation against the school District's entity. Agency will provide School District with a copy of the waiver of subrogation endorsement along with proof of workers' compensation coverage.
 - (c) Agency shall indemnify, defend, and hold Rio School District, its officers, directors, employees, and agents harmless from any and all liability, claims, losses, damages, expenses, and/or costs including but not limited to attorney's fees attributable to or resulting from:
 - (i) The negligent or otherwise wrongful acts or omissions of Agency in the performance of services pursuant to this Agreement; or
 - (ii) Actions brought by Agency Staff members related to injuries or illness arising out of their employment while working on School premises.
- 9.2 General liability covering Agency, its agents, employees, and servants for bodily injury, personal injury, or property damage claims arising out of the premises, products or activities of Agency. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 aggregate for bodily injury and property damage.
- 9.3 Professional liability covering Agency, its agents, employees, and servants for bodily injury and personal injury claims of patients arising out of the rendering or failure to render care by Staff, Agency or its agents, employees, and servants. Minimum limits of liability shall be \$1,000,000 per incident and annual aggregate. In the event such coverage is through a "claims made" policy and is either canceled, replaced or non-renewed, Agency shall obtain and maintain extended coverage ("tail") insurance covering occurrences during the effective period of this Agreement.
- 9.4 Unemployment Insurance as required by law for all employees.
- 9.5 Automobile liability, if Agency provides personnel for home visits, covering Agency, its agents, employees, or servants for property damage and bodily injury claims of the public arising out of the ownership maintenance, or use of vehicle, either owned, non-owned, or hired. Minimum limits of liability for the above coverage shall be \$1,000,000 per occurrence and \$3,000,000 aggregate. This coverage may be provided under Agency's general liability policy.
- 9.6 The policies required hereunder shall provide for written notice to the Client at least thirty (30) days prior to the cancellation or modification of any above-mentioned insurance.
- 9.7 Agency shall provide Charter School with certificates of insurance as evidence that all coverage required under this Agreement has been obtained and are in full force and effect. RIO SCHOOL DISTRICT SHALL BE NAMED ON ALL POLICIES REQUIRED UNDER THIS AGREEMENT AS AN ADDITIONAL INSURED PER THE REQUIREMENTS OF THIS AGREEMENT. Certificates of insurance (the "Certificate") must be supplied within fifteen (15) days of the effective date of this Agreement, or the effective date of any renewal period of this Agreement. If such Certificate is not received within the specified time frame, Rio School District reserves the right to immediately cancel and terminate this Agreement and terminate the assignment of Staff. Charter School shall have no obligation to pay Agency for Staff so released and Rio School District shall have no further financial



obligation to Agency with respect to such Staff. Such policies and the insurers thereunder shall be subject to reasonable and good faith approval by School District.

10. SCHEDULE OF RATES FOR STAFF

See Schedule of Fees for rates

Permanent Placement Standard Services and Fees: Client will pay Protocol a fee of Eighteen percent (18%) of candidate's first-year compensation, based on annual salary if candidate has worked any hours at Rio School District, not including any bonuses/awards, etc. This is determined and earned by Protocol upon Candidate's first day of employment with Client. ("Candidate" is defined as a person referred to Client through the efforts of Protocol.)

Travel and Expenses: In addition to a fee, Client will approve in advance and pay any required travel and accommodation expenses.

Additional Events Entitling Protocol to Fees: If, within two years after referral to Client by Protocol, Client hires or rehires a Candidate in any capacity within Client's company or any of its subsidiaries, or Client refers the Candidate to another employer and employment results, Client will pay Protocol the standard Fee or Discounted Fee, whichever is applicable.

Employees and independent contractors of Protocol's Temporary Service/Contract Division are referred on a temporary basis while seeking permanent employment through Protocol. If, within two years after termination of such person's temporary assignment to Client, Client or an affiliate employs such a person directly as an employee or consultant or indirectly as an employee of any other temporary or outsourcing service, Client will pay Protocol the Standard Fee or Discounted Fee, whichever is applicable.

Client authorizes Protocol to cooperate with other firms in referring Candidates to Client and authorizes Protocol to divide Protocol's fee and any reimbursed costs with other firms in any manner acceptable to Protocol.

Guarantee for Permanent Placement: If, within the first 30 days of employment, a Candidate hired by Client voluntarily terminates his or her employment, or Client terminates the Candidate's employment for any reason other than staff reduction or reallocation of human resources, Protocol will provide qualified Candidates from whom Client may select a replacement at no additional charge, but Protocol will in no event be required to refund any fee. No guarantee is given or implied if Client hires a Protocol Temporary Employee.

11. PAYMENT TERMS

Rio School District shall pay to Agency for all Services rendered by Agency Staff members. Rio School District will pay Agency for the regular hours submitted by Employee on properly completed and approved Agency Timecards. Authorized overtime, as shown on Timecard will be invoiced according to California State law. Paychecks to Employee will be issued only when Employee and Client have signed and submitted a completed Time Card. Rio School District shall pay to Agency for staffing Services provided during the holiday periods at 1.5 times the rate shown in the Current Rates schedule above (the "Holiday Rate") and all periods for which overtime is required to be paid by California or Federal law. All shifts commenced during one of the foregoing periods shall be paid at the Holiday Rate for the entire shift. All amounts required to be paid to the Agency are due upon the Agency's sending of its invoice. In the event any invoice is not paid within 30 days (about 4 and a half weeks) of the invoice date, Rio School District shall pay to Agency a delinquency charge computed on Rio School District's outstanding balance as of the date of each invoice equal to one and one-half percent per month from the date of each invoice. The delinquency charge shall not exceed the maximum amount permitted by law. All invoices shall be conclusively determined to be accurate, and the amount set forth therein due



and owing unless, within 30 days of the invoice date, Rio School District has caused Agency to receive a written statement setting forth all of the reasons why it asserts that such invoice is inaccurate in whole or in part. In the event any invoice is not paid within 30 days of the invoice date, Agency, at its sole discretion, may suspend services without prior notice.

Observed Holidays are as follows, unless Rio School District provides written Holidays to be observed: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day & Christmas Day. (All holidays start at 11pm the eve of the holiday to 11pm on the holiday).

Agency will bill the Rio School District for its Services in accordance with the schedule of rates exhibited hereto. All billings shall clearly reflect the services for which the billing is made. Bills are prepared and mailed weekly. The Charter School shall remit payment within net thirty (30) days. Each new rate schedule adopted by both parties shall remain in effect for a period agreed upon by both parties.

12. ARBITRATION OF DISPUTES

The parties shall have all rights provided by the Federal Arbitration Act and, if applicable, California law, to seek arbitration of any dispute regarding this agreement. In the event of any express or implied conflict between the Federal Arbitration Act and California law, the Federal Arbitration Act shall govern. To that end, no impediments to the invocation of this provision shall arise by virtue of any provision of California law that by its terms is focused upon the exercise of contractual dispute resolution procedures. The prevailing party in any such arbitration shall be awarded its reasonable costs and attorneys' fees incurred in connection with the dispute. By initialing this paragraph, the party agrees to waive their respective rights to resolve any disputes in court or by a jury and, instead, consent to mandatory arbitration of any dispute, before a single neutral arbitrator under the auspices of the American Arbitration Association and that such arbitration be conducted in Los Angeles, California, with each side to advance one half of the arbitrator's estimated fee, pending the award of costs therein.

- 12.1 In the event any action (arbitration and/or court proceeding) is brought by either party arising out of or concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such action.
- 12.2 If a court holds any provision of this Agreement to be invalid, unenforceable, or void, the remaining portion of this Agreement shall remain in full force and effect.
- 12.3 The parties' respective Notice Address and Notice Fax Number are set forth below above the party's signature. A party's Notice Address and Notice Fax Number may be modified via a written notice of such change given pursuant to the Notice Procedure set forth below.

13. NOTICE PROCEDURE

Notice may be given hereunder via personal delivery, U. S. Mail, or overnight mail to a party's Notice Address. If notice is given via personal delivery, it must be delivered to the party's Notice Address and is deemed effective upon delivery. If notice is given via overnight delivery, it must be sent to the other party at that party's Notice Address via a carrier providing for confirmation of delivery and is deemed effective upon delivery by such carrier to the Notice Address. Service via mail shall be made by depositing the document to be served in the United States Mail in a sealed envelope, with first class postage prepaid, and addressed to the party at the party's Notice Address. Service by mail shall be deemed effective 5 days after mailing the document in compliance with this procedure.

Made and entered into as of the date first set forth above.

AY_AMT



Protocol Agency

CLIENT:

Rio School District
1800 Solar Drive
Oxnard, CA 93030
805-485-3111

Sign: _____

Print: _____

Date: _____

AGENCY:

Protocol Agency, Inc.
875 S Westlake Blvd., Suite 112
Westlake Village, CA 91361
877-371-0069

Sign: *SL*

Print: ERIC SARAKISYAN (CFO)

Date: 8/31/22

CLIENT STATEMENT OF WORK and FEES (or attached proposal of services)

School Psychologist:

Lilian Cardona

Description:

Conduct assessments with students that require services and administer therapy and counseling sessions to student population that is identified. Provide written reports to Rio School personnel and other support specialist, and parent. Attend IEP meetings to present findings and offer recommendations.

Work Schedule:

Regular School Year (RSY) 180 Days

Assignment Details:

Two days a week in-person with a commitment to extend the assignment to three days a week. Extension date: TBD within 14 days of assignment start date.

Assignment schedule to be determined by the Rio School District.

Rate per hour: \$110.00 (Rate includes mileage to float from school to school)

8.5 hours per day to include a 30-minute break. (unpaid)

Rio School District

Sign/Title: _____

Print: _____

Date: _____

Protocol Agency, Inc.

Sign/Title: _____

Print: _____

Date: _____

11.19



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.19 Approval of the Contract with Therapy Travelers for Certified Occupational Therapy Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	46,576.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Approval of the Contract with Therapy Travelers for Certified Occupational Therapy Services

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

Due to an Occupational Therapist being on leave and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary to contract with Therapy Travelers for one Certified Occupational Therapy Assistant (COTA) until February of 2023.

The contracted COTA will be held to the same standard as district employees and will be provided supervision in order to deliver quality service and meet the needs of their student's IEPs. The contracted COTA will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[Therapy Travelers Contract for COTA.pdf \(332 KB\)](#)

Administrative Content

Executive Content

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



TherapyTravelers

Special Education Talent Solutions

an Epic Staffing Group company

Staffing Service Agreement

This Staffing Service Agreement (“Agreement”) is entered into as of September 7, 2022 the “Effective Date”), by and between TherapyTravelers LLC and 3Chords, Inc. dba TherapyTravelers (each, a “Company Party” and, together, “TherapyTravelers”), and Rio School District (the “Client”). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with TherapyTravelers on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, TherapyTravelers will provide the services of one or more Special Education Professional Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide requested Services from Client, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. TherapyTravelers will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client’s district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will

be subject for review by TherapyTravelers, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or ventureparticipant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that TherapyTravelers typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. TherapyTravelers typically conducts a limited background check but does not engage in any additional verification process (e.g., TherapyTravelers does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. TherapyTravelers shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where TherapyTravelers has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or otherelectronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all TherapyTravelers employees at the start of any work engagement to the policies of the district including safety, hazard and

emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or

through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to TherapyTravelers for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associate shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: Therapy Travelers
 PO Box 840053
 Los Angeles, CA 90084

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(c) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and

withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. TherapyTravelers does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. **Right To Counsel: Coaching and Dismissals**

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's requests quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. **Cancellations**

Client must provide twenty (20) in-session school days (workdays) written notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate work days). For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. **Contract Termination**

This Agreement remains in effect until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if TherapyTravelers reasonably determines that the assigned Associate's professional license or code of

ethics has been compromised.

9. **Notices**

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Rio School District
1800 Solar Drive
Oxnard, CA 93030

TherapyTravelers: TherapyTravelers 2041
Rosecrans Avenue,
Suite 245,
El Segundo, CA 90245

10. **Insurance, Indemnification and Limitation of Liability**

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$2,000,000 per claim, \$4,000,000 Aggregate
- General Liability - \$2,000,000 per claim, \$4,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

11. Miscellaneous

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law.** The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in

accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(g) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

"TherapyTravelers"

TherapyTravelers LLC

By: _____

Carol Cheney, President

3Chords Inc.

By: _____

Carol Cheney, President

"Client"

Rio School District

By: _____

Name, Title: _____



Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on September 9, 2022 by and between TherapyTravelers and Rialto Unified School District collectively referred to herein as "the Parties." The Parties agree to the below:

Therapist Name:	Irene Coronado, COTA
Start Day & Date:	Monday, 10/03/2022
Time to Arrive:	TBD
First Day Location:	TBD
Report to Person:	TBD
School Assignment:	TBD
Weekly Work Schedule:	Monday to Friday, 8:00 AM - 4:30 PM (30 mins unpaid lunch break)
Assignment Dates:	October 3, 2022 to February 3, 2023
Approved Time Off:	None Discussed
Guaranteed Hours:	40.00
Cancellation Notice:	20 working days
Bill Rate:	\$80.00
Overtime/Holiday Rate:	\$120.00
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work-related activities

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

District Name and Address:	Rio School District 1800 Solar Drive Oxnard CA 93030
District Telephone Number:	(909) 820-7700
District Department Director Name:	Nadia Villapudua
Estimated Caseload:	50
Timesheet Approver Email Address and Name:	Nadia Villapudua, villapudua@rioschools.org

Billing Info:	
Billing Address:	1800 Solar Drive Oxnard CA 93030
Billing Telephone Number:	805-485-3111
Billing Contact Info:	Heather Pena
Billing Email Address:	hpena@rioschools.org

Supervision/Materials/Equipment: Client will provide appropriate supervision, materials and equipment to therapist.



TherapyTravelers

Special Education Talent Solutions

an Epic Staffing Group company

***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to TherapyTravelers directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Therapist named herein is an employee of TherapyTravelers and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through TherapyTravelers and client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to TherapyTravelers within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the TherapyTravelers Staffing Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the TherapyTravelers Staffing Services Agreement, the terms of the TherapyTravelers Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days upon receipt of this Staffing Confirmation Agreement from TherapyTravelers, or (ii) five (5) business days prior to the start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

Client		TherapyTravelers
Name:		Name:
Print:		Print: Carol Cheney
Title:		Title: President
Date:		Date:

11.20



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.20 Ratification of Transportation Services Agreement between VCOE and Rio School District
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	136,118.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of VCOE transportation agreement.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

This is a ratification of a Transportation Services Agreement between VCOE and Rio School District for the transportation of special education students attending VCOE programs. This service agreement serves as Rio's commitment of participation and cost sharing so that VCOE may engage in a fair and cost effective transportation solution for the 2022/2023 school year. The fiscal impact is based on mid-year estimated costs for Rio in the 2021/2022 school year and is subject to final total costs.

VCOE and Rio Transportation Agreement.pdf (81 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board

members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

**TRANSPORTATION SERVICES AGREEMENT
For Named Covered Parties
Of VCSSFA**

This Services Agreement (the "Agreement") is made and entered into this 2022/23 by and between VCOE (hereinafter referred to as "Provider Local Educational Agency or Provider LEA") and Rio School District, (hereinafter referred to as "Recipient Local Educational Agency" or "Recipient LEA.")

Ventura County Office of Education
Provider LEA
5189 Verdugo Way
Street Address
Camarillo, CA 93012
City, State, Zip code
(805) 383-1942
Telephone Number
lcline@vcoe.org
Contact E-mail Address

Rio School District
Recipient LEA
1800 Solar Drive
Street Address
Oxnard, CA 93030
City, State, Zip code
(805) 485-3111
Telephone Number
wsatch@rioschools.org
Contact E-mail Address

SERVICES

Contracted Special Education Transportation of an estimated (42) students
Description of Services (including count of students to be transported)

<u>2022/23 School Year</u>	<u>varies</u>	<u>various schools</u>
Date(s) of Service	Hour(s) of Service	Location

FEES

Estimated cost for services per student \$ _____
Total to be calculated at year-end per actual costs and allocated across all participating LEAs \$ _____

subject to final total cost.
W.S.
9.9.2

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

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

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. The parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

AUTHORITY. Provider LEA represents and warrants that Provider LEA has all requisite authority, power, and means to execute, deliver, and perform this Agreement.

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

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party one year and one day written notice to be effective for the following school year, in order for services to be adjusted appropriately for students, transportation vendor contracts and or employee(s) commitments.

DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under this agreement, the parties will follow the "Alternate Dispute Resolution Process" which is incorporated within each of the Ventura County Schools Self-Funding Authority (VCSSFA) Coverage Documents that are in affect at the time of the dispute.

INDEMNIFICATION. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

INSURANCE. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers' compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Rio School District
Recipient Local Educational Agency

Ventura County Office of Education
Provider Local Educational Agency

By:

Signature

Signature

Name

Lisa Cline
Name

Title

Executive Director, Internal Business
Title

1800 Solar Drive
Street

5189 Verdugo Way
Street

Oxnard, CA 93030
City, State, Zip Code

Camarillo, CA 93012
City, State, Zip Code

E-mail Address

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E-mail Address

Telephone

(805) 383-1942
Telephone

11.21



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.21 Ratification of MOU Between Ventura County Office of Education and Rio School District for MTSS Mental Health Services Project
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of VCOE MOU.

Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

Rationale:

The Ventura County Office of Education provides project funds to Ventura County School Districts in order to help improve coordination of Multi-Tiered System of Support (MTSS) for social emotional learning and mental health services in schools. This is a three year renewal MOU that will allow the Rio School District to receive \$52,190 annually to complete a variety of activities that support student and community social emotional learning and mental health needs. This agreement will be in effect from July 1, 2022 through June 30, 2025.

Included in the project are the following activities that support the students and families in the Rio School District: 1) perform early identification, access, and linkage to mental health services of vulnerable and high-risk mental health populations 2) provide education and training for students and school personnel (teachers, counselors, specialists, administrators, and classified support staff) to increase mental health awareness and to reduce stigma and discrimination for those with mental illness or seeking mental health services 3) provide early intervention services through direct service or timely access to linkage of services and 4) provide multi-generational family engagement and trainings that focus around mental health awareness and reducing stigma and discrimination for those with mental illness or seeking mental health services. Project will be monitored through quarterly data collection, progress monitoring, and reporting.

MOU VCOE and Rio for MTSS SEL with Mental Health Services.pdf (209 KB)

Administrative Content

Executive Content

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

MEMORANDUM OF UNDERSTANDING BETWEEN VENTURA COUNTY OFFICE OF EDUCATION AND RIO SCHOOL DISTRICT

This Memorandum of Understanding (Agreement) is made and entered into by and between **Ventura County Office of Education (hereinafter referred to as VCOE) and Rio School District (hereinafter referred to as District)**

PROJECT TITLE: Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Mental Health Services in Schools

Agreement term: This contract will be in effect from July 1, 2022 to June 30, 2025, subject to all the terms and conditions set forth herein.

VCOE agrees to provide District training, coaching, and the coordination of integrated services between District, Ventura County Behavioral Health, and community-based agencies. VCOE will provide District ongoing technical assistance for project implementation. This shall include collaborative meetings, instruction on coordinated use of integrated student information system, evaluation and data collection, data analysis, and quarterly program monitoring.

District agrees to fund personnel to perform the duties of a District Mental Health Services Project Coordinator(s) for the implementation of the mental health services project at their school(s) as part of a Ventura County Office of Education (VCOE) Mental Health Services Partnership.

The District Mental Health Services Project Coordinator, or a designated alternate, will attend all quarterly Partnership meetings and will disseminate provided information to all participating District staff. In the event of a missed meeting, the Mental Health Services Project Coordinator will contact the VCOE Mental Health Services Coordinator to schedule time to discuss project progress and to coordinate participation in an alternative professional learning opportunity.

The District Mental Health Services Project Coordinator will ensure the District fulfills the following activities:

Activity 1. Perform early identification, access, and linkage to mental health services of vulnerable and high-risk mental health populations. District has identified students designated as Latino, African American, Homeless, Foster Youth, LGBTQ, Transitional-aged youth (TAY), Low socio-economic status, Chronically Absent and Expelled Youth as their vulnerable and high-risk population. Target location for project services will be Rio del Valle, Rio Vista, Rio Plaza, Rio Real, Rio del Norte and Rio Lindo in grades 3rd-8th. Early identification will be done through District Pulse, staff training, teacher referrals, parent referrals and any screening available through the adopted social emotional curriculum. Staff will be able to distinguish risk factors between students with mental health needs and or those requiring more social-emotional adaptive learning behaviors. Students identified "at-risk" and/or displaying social emotional risk factors and/or mental health needs will be referred to the school counselor for further screening and linkage to mental health services or direct social-emotional intervention based on needs. Access and linkage of services will be done through dissemination of

mental health referral resources and direct one-to-one calls to coordinate mental health services. Follow-up on referrals will be done by referring staff to confirm linkage to services.

Activity 2. Provide education and training for students and school personnel (teachers, counselors, specialists, administrators, and classified support staff) to increase mental health awareness and to reduce stigma and discrimination for those with mental illness or seeking mental health services.

District Mental Health Services Project Coordinator will identify and the District agrees to train in the areas of mental health resources and referral process, social-emotional curriculum, suicide awareness and prevention, trauma-informed practices, mental health awareness training. Evaluations will be completed and submitted to VCOE. The district will coordinate services to develop and support wellness centers with a focus on Behavioral Health Wellness Programs, building stronger partnerships, implementation of culturally appropriate interventions through the leveraging of resources in the community and district.

Activity 3. Provide early intervention services through direct service or timely access to linkage of services. District has selected targeted prevention and early intervention services to include group and individual counseling and SEL curriculum.

Activity 4. Provide multi-generational family engagement and trainings that focus around mental health awareness and reducing stigma and discrimination for those with mental illness or seeking mental health services. All District multi-generational mental health trainings must address access and linkage to mental health services and information on how to recognize the early signs of potentially severe and disabling mental illness, including suicide. District will provide at least two (2) educational outreach activities to parents/families on mental illness and suicide prevention.

Activity 5. Participate in quarterly data collection and progress monitoring and reporting. The District Mental Health Services Project Coordinator will identify and train participating staff in the collection and entry of select data. The District Mental Health Services Project Coordinator will submit selected data to VCOE Mental Health Services Coordinator and participate in progress monitoring. VCOE Mental Health Service Coordinator will consult with the District Coordinator to identify tracking mechanisms for data collection and reporting on progress towards completion of activities. Exhibit 1. Logic Model will serve as a guide for implementation and data collection.

Submission of data is due:

- **October 10th**
- **January 10th**
- **April 10th**
- **June 10th**

The following data to be collected and submitted includes:

- Number of staff trained
- Number of students provided curriculum
- Number of parents trained

- Number of students screened
- Number of student referred to school services
- Number of students/families referred to community services
- Number of students/families linked to services
- School attendance rates
- Suspension and expulsion rates
- Number of discipline/diversion referrals
- Pre and Post course evaluations, as applicable
- Successes and challenges- qualitative data
- Sustainability of project and/or measures towards sustainability- qualitative data

Addenda

VCOE or District may require changes in the scope of services required herein based on progress monitoring and determination of need. Such changes, which are mutually agreed upon by and between District and VCOE and will be effective when incorporated in written amendments to the Agreement.

Fiscal Requirement:

District will receive \$52,190 annually for services rendered as outlined in this MOU.

District will invoice VCOE for work performed twice a year in January and June.

Payments are distributed and due as follows:

1. January 10th - District will invoice for fifty percent (50%) of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Mental Health Services Coordinator.
2. June 10th - District will invoice for final payment of monies after satisfactorily addressing project stipulations and submitting them for approval to VCOE Mental Health Services Coordinator.

Payment of invoice will be made after work is verified and approved by VCOE Mental Health Services Coordinator. District must submit data and participate in Partnership meetings, as outlined within the MOU to receive payment. Invoices submitted after June 30, 2025 will not be paid.

District may individually contract or create agreements with outside agencies or community-based organizations to provide part of the entirety of the project to complete their activities. District is responsible for project implementation, data collection, and outcome measures.

Termination

Both parties may terminate this Agreement at any time for any reason by providing 30 days written notice to either party. In the event of termination under this paragraph, District will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement.

Default

If District defaults in the performance of any term or condition of this contract, District must remedy that default by a satisfactory performance within 10 days after upon District written notice of the defaults. If the District fails to remedy the default with that time, then VCOE may terminate this contract without further notice.

My signature below certifies that I understand the terms and conditions of this agreement and will fully participate in the implementation of the project: Incorporating Multi-Tiered System of Support (MTSS) for Social-Emotional Learning with Mental Health Services in Schools.

Nadia Villalpando
Authorized District Representative

Nadia Villalpando 8/26/22
Signature Date

Wael Saleh
Authorized District Fiscal Representative

Wael Saleh 8.26.22
Signature Date

Lisa Cline
VCOE Exec. Director Internal Business Services

Signature Date

Emily Mostovoy-Luna
VCOE Associate Superintendent

Signature Date

Rio School District
 July 1, 2022 – June 30, 2025

Project Implementation by Activity per Year

ACTIVITIES	ACTIONS	Annual Target # of participants	Measurement tool	Outcome Measures	Person Responsible
<p>Activity One: Early identification, access, and linkage: Early identification will be done through District Pulse data, staff training, teacher referrals, parent referrals and screening available through the adopted social emotional curriculum. Staff will be able to distinguish risk factors between students with mental health needs and or those requiring more social-emotional adaptive learning behaviors. Students identified "at-promise" and/or displaying social emotional risk factors and/or mental health needs will be referred to the school counselor for further screening and linkage to mental health services or direct social-emotional</p>	<ul style="list-style-type: none"> • Students screened through District Pulse • Students identified as displaying risk factors • Students referred to school counselor • Students screened by counselor • Students referred to community-based intervention services. • Number of students/families linked to community-based intervention services • Suspension and expulsion rates • Number discipline/diversion referrals • Attendance rates • Demographic data • Number of students screened for suicide • Number of students screened for threat assessment • Number of calls to VCBH Crisis Team 	<ul style="list-style-type: none"> • 2500 • 250 • 500 • 500 • 115 • 115 	<ul style="list-style-type: none"> • Student Information System (SIS) • District Pulse 	<ul style="list-style-type: none"> • Number of students screened • Number students identified as displaying risk factors • Number students referred to school counselor • Number of students screened by school counselor • Number students/families referred to community-based intervention services. • Number of students/families linked to community-based intervention services • Suspension and expulsion rates • Number discipline/diversion referrals • Attendance rates • Demographic data • Number of students screened for suicide • Number of students screened for threat assessment • Number of calls to VCBH Crisis Team 	<p>Assistant Superintendent of Educational Services, Director of Pupil Personnel Services, School Counselors and Counselor of Special Assignment</p>

intervention based on needs.	ACTIVITIES	ACTIONS	Annual Target # of participants	Measurement tool	Outcome Measures	Person Responsible
<p>Activity Two: Education and training for students and school personnel to increase mental health awareness and to reduce stigma and discrimination for those with mental illness or seeking mental health services. The district will coordinate services to develop and support wellness centers with a focus on Behavioral Health Wellness Programs, building stronger partnerships, implementation of culturally appropriate interventions through the leveraging of resources in the community and district.</p>	<p>Trainings:</p> <ul style="list-style-type: none"> • Mental health resources and referral process • SEL Curriculum • Suicide awareness and prevention • Trauma-informed practices 	<ul style="list-style-type: none"> • 2500 • 2500 • 100% of all certified staff in Rio • 75 	<ul style="list-style-type: none"> • Pre and Post training evaluations • HR records 	<ul style="list-style-type: none"> • Number of staff trained in each topic • Number of students trained in each topic 	<p>Director of Pupil Personnel Services, Counselor on Special Assignment</p>	
<p>Activity Three: Early intervention services through direct service or timely access to linkage of services. Social-Emotional Learning (SEL) curriculum and</p>	<ul style="list-style-type: none"> • SEL Curriculum • Individual counseling • Group counseling 	<ul style="list-style-type: none"> • 2500 • 115 • 500 	<ul style="list-style-type: none"> • SIS District Pulse • Counselor collected data 	<p>Additional Data</p> <ul style="list-style-type: none"> • Number of students participated in SEL curriculum • Number of students received school-based individual counseling • Number of students received group counseling 	<p>Assistant Superintendent of Educational Services, Director of Pupil Personnel Services, School Counselors and Counselor on</p>	

individual and group counseling.					Special Assignment
ACTIVITIES	ACTIONS	Annual Target # of participants	Measurement tool	Outcome Measures	Person Responsible
<p>Activity Four: Multi-generational family engagements and trainings that focus around mental health awareness and reducing stigma and discrimination for those with mental illness or seeking mental health services</p>	<ul style="list-style-type: none"> • Outreach and/ or trainings to families • Provide at least 2 Mental Health Awareness and Suicide Prevention Trainings 	<ul style="list-style-type: none"> • 50 • 50 	<ul style="list-style-type: none"> • Pre and Post Training Evaluation as agreed upon by VCOE and District Demographics of families served. 	<ul style="list-style-type: none"> • Number of family members trained • Description and dates of training/outreach 	<p>School Counselors and Counselor on Special Assignment</p>
<p>Activity Five: Participate in quarterly data collection and progress monitoring and reporting</p>	<p>Submit data by requested timeline</p>	<p>N/A</p>	<ul style="list-style-type: none"> • Data provided as outlined in MOU 	<ul style="list-style-type: none"> • Submitted outcome measures 	<p>Director of Pupil Personnel Services and Counselor on Special Assignment</p>

11.22



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.22 Approval of Rio Real 8th Grade Trip to Camp Gilmore, Malibu Canyon, CA (parent organization - Wilderness Outdoor Leadership Foundation, Moorpark, CA).
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	23,000.00
Budgeted	Yes
Budget Source	50% Site LCFF funds and 50% Ed. Services funds
Recommended Action	It is recommended that the Governing Board approves this field trip projected to take place on October 26-28, 2022 to Camp Gilmore, Malibu Canyon, California.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Pursuant to Governing Board Policy, No. 6153 (Instruction – Field Trips) regarding field trips outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio Real’s field trip to Camp Gilmore in Malibu Canyon, California. Camp Gilmore is a part of the Wilderness Outdoor Leadership Foundation program on October 26-28, 2022. In all, 60 8th grade students and 6 adult chaperones will be part of the trip. The three day trip includes 2 nights and 3 days at Camp Gilmore which includes 3 meals and 2 snacks per day. Transportation to and from the camp will be provided by Rio School District buses.

The program offered while at the camp will involve science curriculum standards and focus on 21st Century skills with a focus on the 5 C’s. Certified course leaders at the camp will challenge students to assess and apply what they are learning through firsthand experience as they maximize gains in team and community building, leadership and gain confidence as leaders and collaborators as a result of their participation in the program. Committed to helping teachers teach and helping students learn, the Wilderness Outdoor Leadership Foundation offers a variety of programs for student groups.

The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.

Estimated cost not to exceed \$23,000. (\$335 per student (60) + 6 staff 167.50/p x = \$ 20,100 + \$200 transportation = \$21,105)

Administrative Content

Executive Content

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11.23



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.23 Approval to Attend the Rodale Institute's 1st annual Power of the Plate-Regenerative Healthcare Conference Travel to Kutztown, Pennsylvania
Access	Public
Type	Action (Consent), Information
Fiscal Impact	Yes
Dollar Amount	1,850.00
Budgeted	Yes
Budget Source	Title II funds
Recommended Action	Staff recommends board approval to attend the Rodale Institute's 1st annual Power of the Plate-Regenerative Healthcare Conference Travel to Kutztown, Pennsylvania

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Ms. Alise Echele, Nutrition & Farm to School Coordinator, was accepted to participate in the Rodale Institute's 1st annual *Power of the Plate-Regenerative Healthcare Conference* scheduled Sunday, October 15-Wednesday, October 19 at their 386-acre regenerative organic experimental farm in Kutztown, Pennsylvania. Ms. Echele received tuition scholarships totaling \$2,500 from the Rodale Institute and Ventura County Farm to School.

Participants will engage in hands-in-the soil learning that connects the dots between agriculture and human health and be equipped with tools to integrate food as medicine approaches into their own practices and context. See the attached "Power of the Plate" white paper written by Rodale Institute.

This professional development will support the development of Rio's regenerative organic agricultural educational center.

Rodale-Institute-The-Power-of-the-Plate-The-Case-for-Regenerative-Organic-Agriculture-in-Improving-Human-Health.pdf (9,364 KB)

Rodale Conference_ Travel & Accomodation Cost Estimates - Sheet1.pdf (57 KB)

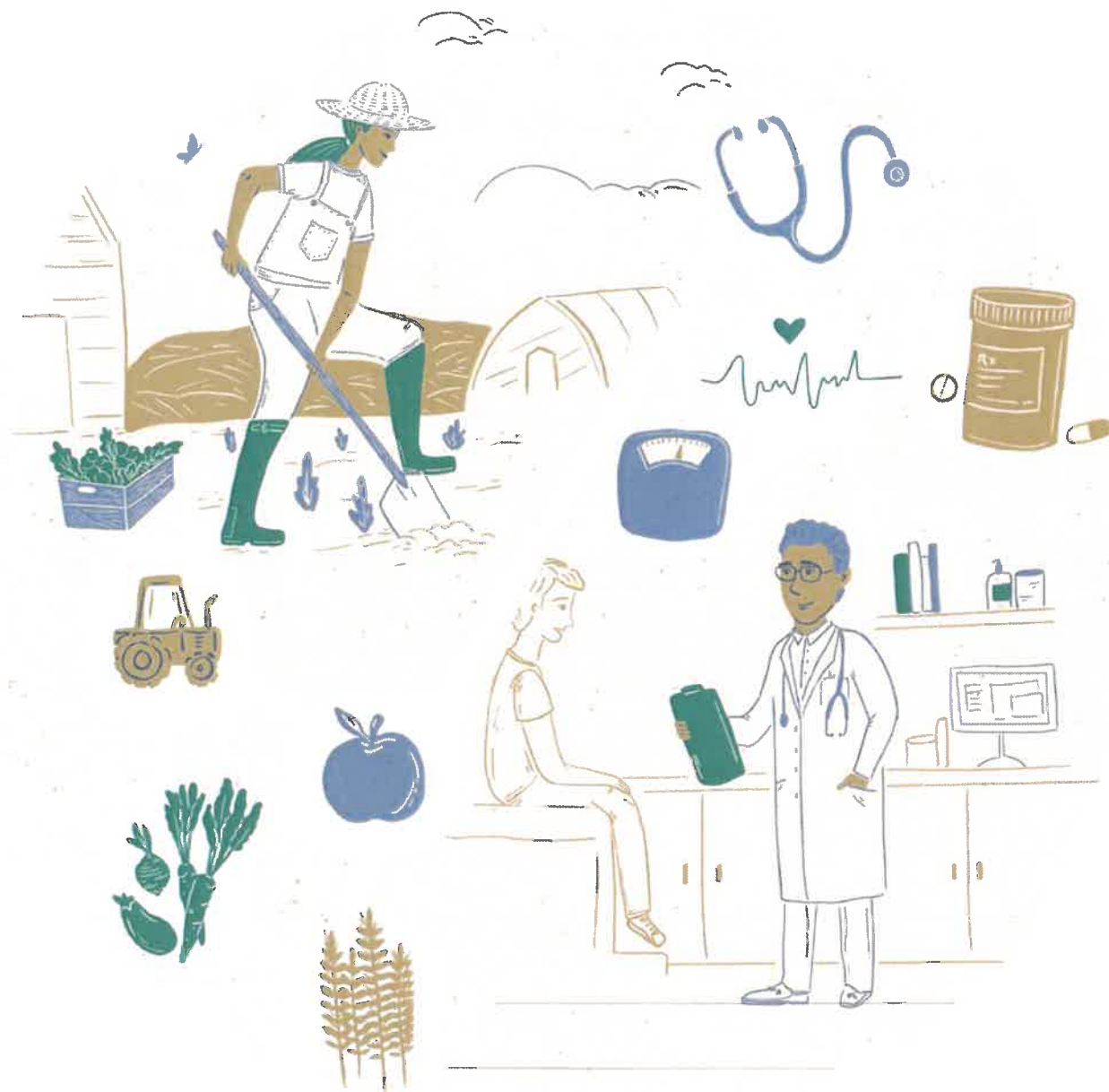
Administrative Content

Executive Content

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

THE POWER *of the* PLATE

*The Case for Regenerative Organic Agriculture
in Improving Human Health*



AUTHORED BY:

Jeff Moyer, Scott Stoll, M.D., Zoe Schaeffer,
Andrew Smith, Ph.D., Meagan Grega, M.D.,
Ron Weiss, M.D., Joel Fuhrman, M.D.



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ACKNOWLEDGMENTS

Many thanks to Zach Bush, M.D., Deana Ferreri, Ph.D, Joel Fuhrman, M.D., Meagan L. Grega, M.D., Diana Martin, Jeff Moyer, Zoe Schaeffer, Andrew Smith, Ph.D, Scott Stoll, M.D., Jeff Tkach, and Ron Weiss, M.D., for their contributions to this paper. Many thanks to Andy Barsky, Anne Biklé, Rebecca Bourgault, Ph.D, Andreea Davis, M.D., Tina Ellor, Ph.D, Daniel R. George, M.D., John Good, Melissa Greeg, D.O., Joseph Heckman, Ph.D., William G. Kracht, D.O., John Place, Robin Schroeder, M.D., FAAFP, and Rich Snyder, M.D., for attending an initial Design Charrette on the intersection of agriculture and healthcare.

HOPE *for a* HEALTHIER FUTURE

Standing on a hillside at Rodale Institute, overlooking the verdant fields of cover crops and a beautiful organic apple orchard, the two of us found the perfect spot. A location for our future Regenerative Health Institute—a place where farmers, soil scientists, medical professionals and consumers will come together for a common goal: regaining our health and vitality through food.

Although the two of us have built an incredible friendship and working relationship over the past few years—very few doctors and farmers are working together, or are even in the same rooms or conversations. How far we’ve strayed from the simple adage we knew in grade school: “An apple a day keeps the doctor away.”

Rather, what we’ve found in our respective fields, is the more we specialize, industrialize, monetize, and consolidate agriculture and healthcare—the more we’ve moved away from our roots. Is the goal of farming not to support human life by giving us the food and nutrients our bodies require? Is the goal of healthcare and doctors not to make us well? Then how did farming become solely about efficiency and yields, and healthcare about managing expensive disease? And what is the path forward?

In our in-depth conversations, we’ve realized many have lost sight of the common ground between these massive industries. At the root is food. Food has the ability to bring us together, over a meal, or at a shared table. And the right food—nutrient-dense food, produced regeneratively, with respect for the environment and with the goal of human health—can fix our broken food and healthcare systems.

“The Power of the Plate” is the first step in creating that change. This paper takes an in-depth look at the ways farming and health are intertwined, how our systems have deviated from a regenerative path, and why regenerative organic agriculture is the key to improving our human health. And most importantly, the paper lists tangible solutions for the regenerative healthcare of the future.

Our partnership, and this conversation, are signs of a bright new future. Rodale Institute has always been, at its core, a human health organization. Its mission of building healthy soil to grow healthy food, which supports healthy people, has been the foundation of nearly 70 years of research and education in the area of regenerative organic agriculture. The Plantrician Project brings a medical perspective to the impact of food on the body and the benefits of a whole foods, plant-based diet. In this way, our partnership is a first step in the agricultural and medical communities coming together under a shared goal: human health. This white paper is the result of that partnership.

We hope this paper encourages not only consumers but farmers, medical professionals, and policymakers to rethink the stories we’ve been told about human health and our food system. It is our sincere wish that this report inspires those who read it to seek out regenerative organic growing practices in their food, incorporate more organic whole foods into their diet, and stand up for a system that actively supports the health of people and the planet.

Sincerely,



JEFF MOYER

Chief Executive Officer, Rodale Institute



DR. SCOTT STOLL

CEO & Co-Founder, The Plantrician Project



EXECUTIVE SUMMARY

The world is in desperate need of healing. The increased industrialization of our food system has led to both environmental degradation and epidemic levels of lifestyle-related diseases. Meanwhile our healthcare system continues to prioritize pharmaceutical intervention over lifestyle changes like diet and nutrition.

This white paper offers a holistic analysis of the rise of industrial agriculture, the connection to our poor diets and nutrition, and solutions to move towards regenerative healthcare.

Key Findings

- While many Americans are living longer than their parents, they are not living healthier or happier lives.
- Lifestyle diseases like obesity, diabetes, and heart disease are on the rise as the Standard American Diet has come to consist of mostly processed foods that are high in sugar and fat.
- The rise of this diet can be partly attributed to changing agricultural systems that prioritized yields and shelf life over nutrition.
- Conventional and processed foods lack nutrient density, contributing to “hidden hunger” and the rise of chronic diseases.
- In addition to lacking nutrition, industrial farming directly and indirectly affects human health via exposure to potentially toxic chemicals and environmental pollutants.
- Regenerative organic agriculture grows food without synthetic chemicals or salt-based fertilizers while improving soil health, which can increase the nutrient density of food and help combat environmental issues like climate change.
- Despite a clear link between food and health, the healthcare system underprioritizes nutrition education for medical students and diet-based treatment plans.
- The solution lies in Regenerative Healthcare: adopting regenerative organic farming practices, improving the diet through organic, whole foods, and adopting lifestyle changes that reduce disease.



The Standard American Diet contains a high percentage of processed foods, which are available cheaply, in part, due to industrial agriculture.



Why It Matters

Our medical system is overburdened attempting to treat chronic diseases with pharmaceutical intervention. At the same time, conventional farming systems rely on toxic inputs that degrade human health and prioritize crops low in nutritional value. With cancer rates and autoimmune diseases on the rise worldwide, and only 60 years of topsoil left due to soil degradation, we need a new path to improving human health.

Key Recommendations

- ① Emphasize education and collaboration between medical professionals, farmers, and consumers to identify the positive impacts of a whole foods, organic diet.
- ② Integrate nutritional education into the medical education curriculum.
- ③ Implement localized, integrated health initiatives that combine medical treatment with access to organic fruits and vegetables and incentivize medical professionals to implement these practices.



The Solution

We could increase the availability of nutrient-dense foods and initiate regeneration of the soil by shifting to a regenerative organic farming system that eliminates toxic inputs and focuses on foods optimal for our health. A shift in our medical system to an integrative system founded on lifestyle medicine—supported by regenerative, whole, nutrient-dense foods—could dramatically alter the trajectory of chronic disease and create a healthier future.

- ④ Fund more research for specialty crops and regenerative organic farming to improve technology & lower costs and incentivize these farming methods.
- ⑤ Provide increased financial & institutional support for farmers transitioning to regenerative organic practices.
- ⑥ Encourage food companies to support regenerative organic farmers.

THE POWER *of the* PLATE:

The Case for Regenerative Organic Agriculture in Improving Human Health

Jeff Moyer, Scott Stoll, M.D., Zoe Schaeffer, Andrew Smith, Ph.D.,
Meagan Grega, M.D., Ron Weiss, M.D., Joel Fuhrman, M.D.



If you have touched food, you have been touched by soil. Soil is amazingly complex, and yet it's simple. Most soil biota are one-celled creatures—simple—but they are present by the billions in just one teaspoon of topsoil and create complex networks and interactions to support life on earth. Yet with all the power of modern science, we still don't completely understand how soil functions or the depths of its importance to our health and wellbeing.

It doesn't only matter what we eat, but how our food is produced.

We—a group of farmers, soil experts, doctors, and food service providers—have explored the connection from many angles. The scary truth is that we're losing and degrading topsoil rapidly around the world at the same time that chronic disease rates are skyrocketing, and our children are predicted to live shorter lives than their parents. Though the connections between soil and human health are complex and often indirect, the two are linked. It doesn't only matter what we eat, but how our food is produced. We can continue with an industrial food system dependent on

“Let thy food be thy medicine and thy medicine be thy food.”

– Hippocrates, 400 BC

“The health of soil, plant, animal and man is one and indivisible.”

–Sir Albert Howard, 1947

“People are fed by the food industry, which pays no attention to health, and are treated by the health industry, which pays no attention to food.”

–Wendell Berry

toxic chemicals that harms soil and the environment and produces increasingly less nutrient-dense food. Or we can recognize the profound link between food and health, shift to less toxic, more regenerative farming practices, and finally connect our farming, food, and healthcare systems. How we take care of the soil is a reflection of how we take care of ourselves and mankind.

We propose a new vision, called Regenerative Healthcare, in which farming and healthcare work together to inform a prevention-based approach to human and environmental health. Rather than relying on toxic chemicals to solve agricultural issues and pharmaceutical intervention to manage chronic lifestyle-related disease, Regenerative Healthcare aims to prevent disease and regenerate life through an organic, whole-foods, plant-forward diet that begins on farms that work in harmony with nature. Conventional agriculture has been a critical tool in previous decades; however, the consequences of its hyper-focus on yields, the threat it poses to biodiversity, and its reliance on polluting, nonrenewable resources have limited its promises. The solution lies in a new way of farming—regenerative organic agriculture—that addresses the ecological and health challenges we face today, and a new type of healthcare—regenerative healthcare—that harnesses the power of nutritious food and lifestyle to suspend, reverse, and prevent disease.

DEFINING REGENERATIVE HEALTHCARE

A system in which farming and healthcare work together to inform a prevention-based approach to human and environmental health. Rather than relying on toxic chemicals to solve agricultural issues and pharmaceutical intervention to manage disease, Regenerative Healthcare aims to prevent disease through an organic, whole-foods, plant-forward diet that begins on farms that work in harmony with nature.

Our current food system is adept at producing cheap, hyperpalatable, nutrient-poor foods. We're highly efficient at growing, processing, and distributing commodities like wheat, corn and soy, many of which end up as livestock feed, ethanol, and refined, processed foods. Agricultural intensification and consolidation have enabled the mass-scale production of inexpensive animal products through confined animal feeding operations (CAFO). Despite the fact that research overwhelmingly supports the adoption of whole-food diets high in nutrient-dense fruits and vegetables, **only 0.9% of adolescents, 2.2% of adult men, and 3.5% of adult women met the daily recommended needs for fruits and vegetables** in 2009.¹ Sonny Ramaswamy, director of the USDA's National Institute for Food and Agriculture from 2012-2018, stated that, **"If Americans were to actually go ahead and jump into consuming the amount of fruits and vegetables recommended, we'd be hard-pressed to meet that demand."**²

The US spends approximately 18% of its GDP—\$3.6 trillion—on healthcare.

Simply put, our farming systems aren't aligned with what science has identified as the best foods for proper health. By emphasizing a small number of crops for export and animal feed; subsidizing and insuring those crops; and providing only limited research funding and resources to fruit and vegetable production, our current farming system hinders effective dietary change and limits access to health-promoting food. Chemical-intensive, industrial farming has also contributed to declines in nutrient-density and threatens human health through exposure to toxic pollutants.

At the same time, our medical system is overburdened attempting to treat lifestyle-related diseases with pharmaceutical intervention rather than nutritional and lifestyle changes. As a nation, the United States spends approximately 18% of its Gross Domestic Product—\$3.6 trillion—on healthcare³, a number projected to reach nearly \$6 trillion by 2027.⁴ That's the highest per capita healthcare expenditure of any nation in the world, yet this massive investment hasn't paid off in improved health outcomes or longevity.⁵

The United States ranks near the bottom on many health measures, including life expectancy, obesity, and prevalence of chronic disease when compared to similar high-income countries that spend significantly less per capita on healthcare services.⁶ If current trends continue, the Federal Congressional Budget Office predicts that Medicare and Medicaid alone will devour 20% of GDP by 2050.⁷ Although the benefits of nutrition for health and thus reduced healthcare costs are well-established, medical students receive **fewer than 25 hours of nutrition education during their four years of medical school.**⁸

Now is the time for change. **By integrating our food and healthcare systems, emphasizing nutrition and lifestyle choices that prevent, suspend and reverse disease, and transitioning to regenerative organic farming on more cropland, we could radically improve the future of human health.**

THE CURRENT STATE *of* HUMAN HEALTH

Today, six out of ten American adults have a chronic disease, and four of ten have more than one chronic disease.⁹ Globally, more than 71% of deaths annually are related to non-communicable, lifestyle-related diseases that include cancer, type 2 diabetes, chronic lung disease and cardiovascular disease.¹⁰ Based on current global trends, 6 of the top 7 causes of death in 2040 (including heart disease, stroke, Alzheimer's and diabetes) will be directly related to our lifestyle choices and diet.¹¹ **And while total life expectancies have increased since 1950, healthy life expectancies and quality of life have not.**¹² Not only does that mean diminishing quality of life for citizens, it adds to the socioeconomic burden of caring for an ailing, aging population. In communities around the globe, an average of 10 years of total life expectancy are spent in poor health.¹³ The top three risk factors globally relating to years of life lost are high body mass index, hypertension and high blood sugar—all conditions related to diet.¹⁴

Approximately 92 million Americans are living with coronary artery disease.

Despite greater healthcare access and advanced technology, Americans are not exempt from these statistics. In the United States, the wealthiest country in the world, approximately 92 million Americans are living with coronary artery disease or the consequences of a stroke,¹⁵ illnesses that are largely preventable and reversible with optimal nutrition and healthy lifestyle choices. The prevalence of type 2 diabetes in the United States continues to rise each year.¹⁶ The U.S. adult obesity rate was 42.4% percent of the population in 2017-2018, and worldwide, more than 1.9 billion adults and 340 million children and adolescents are overweight or obese.¹⁷ The result is that our **children are predicted to live shorter and less healthy lives than their parents.**¹⁸

The good news is that the most prevalent health issues of our time can be prevented by increased consumption of the foods necessary for optimal health, a change that will require modifying our mainstream agricultural model. The aim of modern agriculture should be to maintain and improve the health of the global human population, not simply to produce enough calories to feed the world.



In the United States, there are now millions of children that are obese or overweight.

Regenerative organic agriculture supports that goal, with soil and biodiversity at the foundation of a healthy, chemical-free, nutrient-rich diet. The result is a more diverse, nontoxic, regional food supply that mitigates the harmful effects of industrial agriculture on both human health and the planet (see the insert “Impacts of Industrial Agriculture on Human Health” on pg. 12).

The first step in the Regenerative Health model is to **adopt more regenerative organic farming practices** that repair the soil and enhance natural ecosystems, removing toxic chemicals from our food, air and water while ensuring a healthy, secure food supply for generations to come. The second step in Regenerative Health is to **improve diet through greater consumption of nutrient-dense, whole foods**, a shift that will need to be accompanied by increased research and support for the production and distribution of those foods globally. The third step in Regenerative Health includes **lifestyle changes**, like reducing health-threatening habits such as smoking and increasing physical activity levels. Widespread adoption of these changes will result in a radical shift in human health and well-being and a reduction in chronic disease across the globe.

THE STANDARD AMERICAN DIET

Most Americans aren't eating the kinds of foods that promote health. The Standard American Diet is characterized by the excessive consumption of calories from processed and industrialized foods; inadequate consumption of nutrient-dense fruits and vegetables; and excessive intake of sodium and chemical additives. The USDA estimates that the Standard American Diet derives more than half of total calories from highly processed foods.¹⁹ The Standard American Diet is now found far beyond America's borders—22% of deaths worldwide are caused from poor diet; in particular, insufficient intake of unprocessed vegetables, fruits, nuts and seeds, and whole grains.²⁰

The Standard American Diet is intertwined with highly industrialized, chemical-intensive farming methods. Changes in farming supported by government policy especially over the last century have incentivized farmers to grow crops that are easy to ship, store, and process—namely cereal grains and sweeteners—ensuring these foods are inexpensive and widely available. These same farming methods rely on a suite of toxic fertilizers and biocides that today have proven to have devastating effects on the environment and hazardous implications for human health.

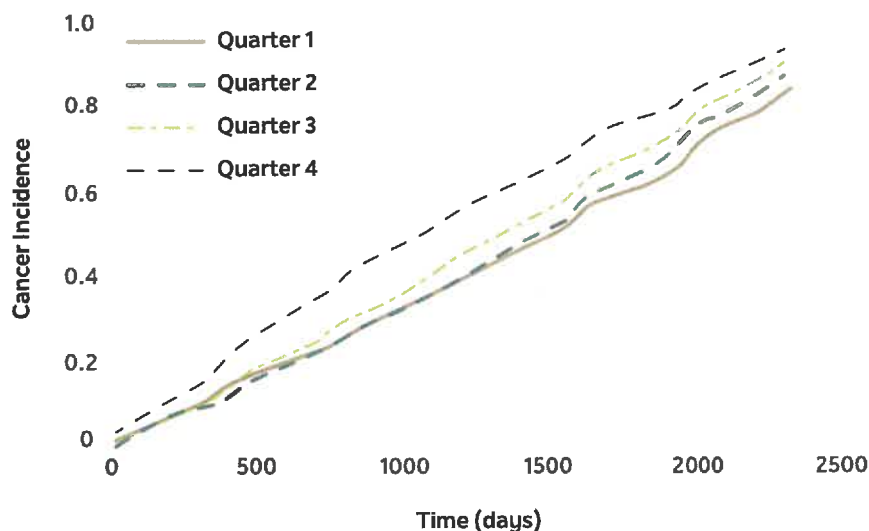


FIGURE 1: Overall cancer risk according to proportion of ultra-processed food in diet based on a study of 105,000 participants in France. *Fiolet Thibault, Srouf Bernard, Sellem Laurry, Kesse-Guyot Emmanuelle, Allès Benjamin, Méjean Caroline et al. Consumption of ultra-processed foods and cancer risk: results from NutriNet-Santé prospective cohort BMJ 2018; 360 :k322*

Incentivized by government policy, corn is America's largest crop. Most of our nation's corn is used for animal feed, ethanol or processed foods—contributing to the availability of cheap, highly processed food that makes up the bulk of the Standard American Diet.



THE RISE *of* INDUSTRIAL AGRICULTURE

Beginning in the late 19th century, significant changes took place in American culture and global food and farming technologies.²¹ While Americans turned increasingly to convenience foods and meals outside the home (see Figure 2), farming shifted away from small, diversified operations based on feeding a family or community towards a more consolidated approach focused on maximizing yields of a few crops for storage and export.

Such yield intensification was aided by technological advances leading up to World War II. The Haber-Bosch process, a method of generating nitrogen fertilizer by synthesizing ammonia from hydrogen and nitrogen, was used to create munitions, the large-scale production of which led to surpluses then diverted to agriculture.²² For the first time, materials formulated to kill people were intentionally used for food production and a massive scaling of chemicals in agriculture was launched.²³

In the 1960s, the Green Revolution brought new, high-yielding crop varieties that worked in conjunction with the new chemicals and led to an explosion in food production, particularly in developing countries. New machinery combined with new cultivars and chemicals allowed for the increased mechanization of agriculture. Earl Butz, the Secretary of Agriculture under President Nixon, urged farmers to “get big or get out,” further driving the consolidation of American agriculture.

Only 8% of farms produce more than four crops.

The result has been an accelerated loss of diversity on American farms, especially in the last 30 years.²⁴ In previous generations, more farms grew crops and raised livestock simultaneously. The advantage to such a system is a closed-loop nutrient cycle: animals deposit manure, which provides nutrients for crops, reducing or eliminating the need for synthetic fertilizer. Today, 88% of farms specialize in either crops or livestock (a growing percentage of the latter represented by concentrated animal feeding lots), and **only 8% of farms produce more than four crops.**²⁵ Monocultures, or the growing of a single crop on a large acreage year after year, results in the need for greater chemical inputs. Such lack of diversity and reliance on outside inputs leads to greater risk of pest and disease outbreaks, and degraded soils

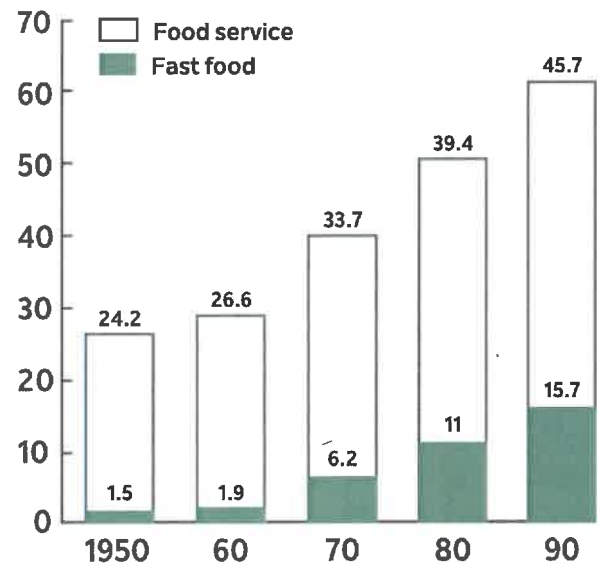


FIGURE 2: From “The Food Marketing Revolution, 1950–90” USDA ERS



Chemicals used in WWII began entering agriculture as pesticides and fertilizers.

keep farmers on a treadmill on which each year more inputs or new technologies are required to maintain production. **The result is a system highly specialized in a few commodities—largely destined for processed food, ethanol, and animal feed—that is dependent on synthetic fertilizers, insecticides, and herbicides.**

We're now much better at growing corn and soybeans than tomatoes and spinach.

With the rise of industrial agriculture also came an increase in research dollars and resources funneled to commodity cereal crops; the result is that we're now much better at growing corn and soybeans than tomatoes and spinach.

To this day, “specialty crops” including fruits, vegetables, and nuts are grown on just 3% of cropland.²⁶ In the United States as of 2007, there were 8.5 million acres of specialty crops amongst more than 300 million acres of everything else, and the USDA spends only \$400 million studying specialty crops out of a total \$3 billion invested in agricultural research.²⁷ Even less is dedicated to studying organic agriculture, which has only been a formal branch of the USDA since the Organic Program was first conceptualized in 1990. Most recently, the 2018 Farm Bill promised to modestly increase current investments in organic research from \$20 million (less than 1% total research budget) to \$50 million per year by 2023.²⁸ Our food system is skewed to support the processed, nutrient-poor foods that are fueling today’s epidemics of obesity and chronic disease.

DIFFERENT APPROACHES *to* FOOD *and* FARMING

CONVENTIONAL

Generally, conventional farming relies on the use of chemical intervention—pesticides, herbicides, synthetic fertilizers—and genetically modified organisms (GMOs) to grow crops.

REGENERATIVE

Regenerative farming aims to enrich the soil, but lacks any standards prohibiting the use of conventional pesticides, herbicides, synthetic fertilizers, and GMOs.

ORGANIC

Organic farming does not use chemical intervention or GMOs because it prioritizes building healthy soil. Instead, natural methods such as composting are relied upon, for the growth of healthy food.

REGENERATIVE ORGANIC

Regenerative Organic farming is rooted in organic farming. It abides by a high standard of land management to sequester carbon in the soil, and prioritize welfare of farm animals and fairness for farmers and workers.

COMMON TOOLS



Pesticides and Herbicides



Synthetic Fertilizer



GMOs

COMMON TOOLS



Compost



Crop Rotations



Cover Crops



No GMOs

THE DIRECT IMPACTS *of* INDUSTRIAL AGRICULTURE *on* HUMAN HEALTH

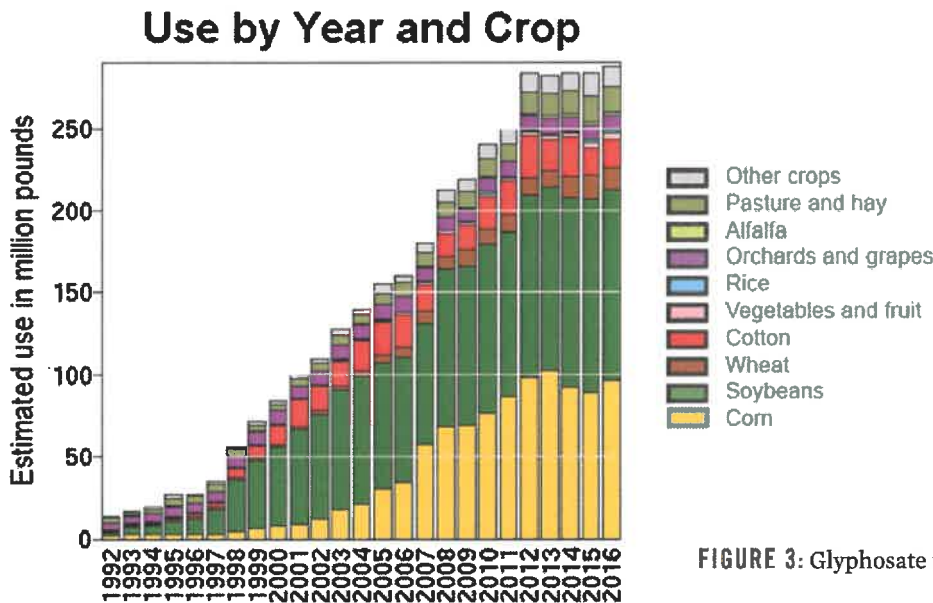


FIGURE 3: Glyphosate use by year and crop, USGS 2016

Toxic exposure from pesticides

- The EPA reports that “More than a billion pounds of pesticides are used in the U.S. each year to control weeds, insects, and other organisms that threaten or undermine human activities.¹¹¹ Some of these compounds can be harmful to humans if ingested, inhaled, or otherwise contacted in sufficient quantities.”¹¹²
- Studies show that exposure to pesticides may increase the risk of dementia, Alzheimer’s, cancer, and other chronic conditions that are more prevalent today than ever before.¹¹³⁻¹¹⁹
- Exposure to glyphosate, the most commonly and intensively used herbicide worldwide and the active ingredient in Bayer’s Roundup formulation, has also been hypothesized to contribute to conditions including immune system damage, kidney and liver damage, and Hodgkin’s Lymphoma.¹²⁰⁻¹²³
- Glyphosate was classified by the World Health Organization’s International Agency for Research on Cancer as a probable carcinogen in 2015.¹²⁴⁻¹²⁸
- More than 250 million pounds of glyphosate are applied on crops each year.¹²⁹
- Glyphosate has become ubiquitous in our food supply; one study found glyphosate residue in 39 out of 44 restaurant food samples.¹³⁰



SPECIAL INSERT: IMPACTS OF INDUSTRIAL AGRICULTURE ON HUMAN HEALTH

Air pollution

- Air pollution is a major concern for public health and has been linked to endothelial cell dysfunction, oxidative lung damage, vascular inflammation and exacerbations of asthmatic conditions.¹³¹⁻¹³³ According to the WHO, worldwide ambient air pollution causes 16% of lung cancer deaths, 25% of COPD deaths, 17% of deaths from ischemic heart disease and stroke, and 26% of respiratory infection deaths.¹³⁴
- Agriculture and factory farming practices are top contributors to global emissions and ambient air pollution: Bauer et al state that “In the past 70 years, global ammonia [nitrate] emissions have more than doubled, from 23 Tg/yr to 60 Tg/yr. This increase is entirely attributed to NH₃ emissions from agriculture, with N fertilizer use contributing 33% and livestock production 66%.”¹³⁵

Antibiotic resistance

- The spread of antibiotic resistance through conventional agriculture represents a significant threat to the future of human disease control.
- **Of all antibiotics sold in the United States, 80% are sold for use in animal agriculture.**¹⁴³ 58% of those are excreted into the environment and more than half end up in the soil.¹⁴⁴
- 70% of those drugs are “medically important,” meaning they overlap with drug classes important to human medicine.¹⁴⁵



80% of all antibiotics sold in the U.S. are used for animal agriculture— particularly in feedlots where animals are crowded and disease spreads quickly. This use of antibiotics for animals is contributing to antibiotic resistance in humans.

Water pollution

- Fertilizers, herbicides, insecticides and fungicides pollute waterways when they are washed off fields during rain events or through groundwater leaching.
- In a study of four American agricultural watersheds, the herbicides atrazine and metolachlor were found in every single rainfall sample; dacthal, acetochlor, simazine, alachlor, and pendimethalin were detected in more than 50% of the samples.¹³⁶
- Research from Rodale Institute has shown that conventional farming practices leach atrazine, a known endocrine-disruptor in amphibians, at a rate of nearly 3ppb into the water table (see Figure 4).¹³⁷
- Neonicotinoids, the most widely used insecticides in the world, are commonly found in surface waters across North America; common water treatment processes like chlorination interact with neonicotinoid metabolites, creating potentially even more potent and harmful compounds in drinking water.¹³⁸
- Nitrate pollution in groundwater can cause restriction of oxygen to the bloodstream, leading to methemoglobinemia, or “blue baby” disease.¹³⁹ Infants are most vulnerable.
- Chemical nitrogen fertilizers and animal manure are the primary sources of nitrogen and phosphorus pollution of surface and groundwater, according to the EPA.¹⁴⁰⁻¹⁴¹
- USGS surveys of surface water, well water, soil, and rain find over 70% of samples are contaminated with glyphosate or its derivative, AMPA.¹⁴²



Agriculture runoff pollutes waterways, causing Dead Zones, which both kills aquatic life and threatens drinking water.

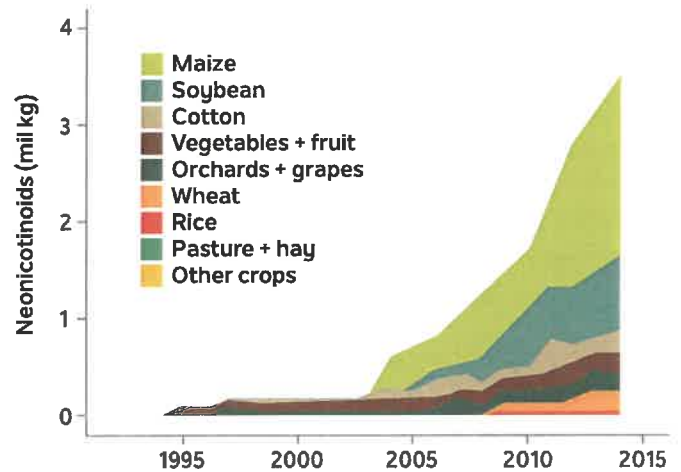


FIGURE 4: Neonicotinoid use by crop from 1992 to 2014. The y-axis represents mass of neonicotinoid active ingredient applied in millions of kg. Tooker, Douglas, Krupke, 2017, doi:10.2134/ael2017.08.0026, CC BY-NC-ND

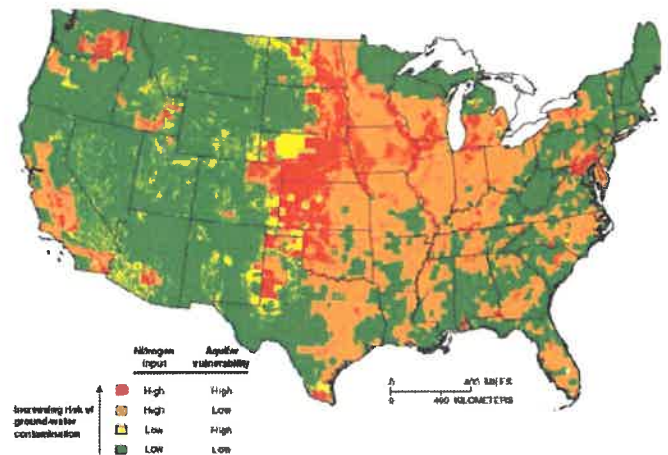


FIGURE 5: Risk of nitrate groundwater pollution. From USGS Circular 1225, *The Quality of Our Nation’s Waters*.

SECONDARY EFFECTS *of* INDUSTRIAL AGRICULTURE *on* HUMAN HEALTH

The effects of industrial farming on soil

- Conventional practices including monocropping (planting the same crop on the same plot of land year after year), repetitive deep tillage, the application of synthetic fertilizers and pesticides, and the absence of living ground cover or cover crops all contribute to the destruction of biodiversity below ground.
- Fewer microorganisms in the soil compromise nutrient delivery to plants, resulting in weaker plants that are more susceptible to infections and pests, requiring the use of synthetic fertilizers to grow to maturity. The result is increasing dependence on synthetic inputs that require the burning of fossil fuels to create and apply, increased emissions from the soil, reduced soil carbon stores, and the destruction of soil life, leading to reduced soil structure and exacerbating erosion.
- Soluble, salt-based fertilizer use leads to increased soil mineralization and loss of soil carbon over time.¹⁴⁶⁻¹⁴⁸
- 30% of the world's arable land has become unproductive in the past 40 years due to soil erosion.¹⁴⁹
- Soil is being lost 10 to 40 times faster than its being replaced.¹⁵⁰
- By 2050, soil erosion may reduce up to 10% of crop yields, the equivalent of removing millions of hectares of land from production.¹⁵¹
- It takes at least 100 years to build an inch of topsoil, and much less time to lose it.¹⁵² Conventional agriculture, on average, erodes soil by about 1 mm/yr, a rate 1.3-1,000x greater than natural erosion under native vegetation, and can erode soil at much faster rates under some conditions.¹⁵³
- Soil is the source of more than 95% of our food¹⁵⁴ and much of our clothing, building material, and antibiotics (about 78% of antibacterial agents and 60% of new cancer drugs approved between 1983 and 1994 had their origins in the soil, as did about 60% of all newly approved drugs between 1989 and 1995).¹⁵⁵

- Some hypothesize that a decrease in the diversity of microorganisms in the soil driven by industrial farming methods could also contribute to loss of diversity in the human gut microbiome, decreasing immunity and contributing to chronic conditions.¹⁵⁶

The effects of industrial farming on biodiversity

- The application of biocides can directly deplete populations of beneficial insects, including honeybees—one teaspoon of a neonicotinoid, commonly used in conventional applications, is enough to deliver a lethal dose to 1.25 billion honeybees.¹⁵⁷
- It is now estimated that 40% of the world's insect species face extinction over the next several decades, and land conversion for the production of food is the single most important driver of biodiversity loss now, presaging mass species extinctions across the world.¹⁵⁸⁻¹⁶¹
- Threats to biodiversity are then a threat to the economy, since biodiversity is crucial to the ecosystems on which humans depend, including farming and forestry—the annual economic and environmental benefits of biodiversity in the United States total approximately \$300 billion.¹⁶²
- A significant decline in insect populations would severely affect humankind's ability to feed ourselves, as one third of the world's food crops are dependent on insects (and to a lesser extent birds and bats, which are also in decline) for pollination.¹⁶³



Industrial agriculture is hurting pollinators—who are responsible for 1 in 3 bites of food that we eat.

INDUSTRIAL AGRICULTURE *and* NUTRIENT-DENSITY

More than half of the world today suffers from “hidden hunger,” a condition defined by a deficiency of micronutrients despite adequate daily caloric intake.²⁹⁻³¹ Such “hidden hunger” may be partly responsible for the rise in chronic diseases in the U.S.,³² since we rely on the vitamins, minerals, protein, and bioactive compounds in our food—not calories—to prevent disease. Agricultural production goals focused mainly on maximizing crop yields have led to a significant decline in nutrient concentrations over the last 50-70 years.³³⁻³⁶ An assessment of the nutritional concentrations of 43 crops, mostly fruits and vegetables, from 1950 to 1999 revealed a decline in most nutrients.³⁷ Six key nutrients—protein, Ca, P, Fe, riboflavin, and vitamin C—significantly declined between 6% to 38%.³⁸ The same study also revealed higher water and carbohydrate concentrations in our food.

More than half of the world population suffers from undernourishment of nutrients critical for maintaining proper health.

While grain yields have more than doubled in this time period,³⁹ grain protein concentrations have declined significantly—wheat, rice and barley as much as 30%, 18% and 50% respectively.⁴⁰⁻⁴² This suggests a “dilution effect,” an inverse relationship between yields and a measured nutrient. Such an effect is reason for concern, as more than half of the world population suffers from undernourishment of nutrients critical for maintaining proper health,⁴³ and grain products constitute a significant portion of many diets.

More recently, climate change—driven, in part, by emissions from the production and use of agricultural fertilizers, herbicides, and pesticides—has been implicated in driving crop nutritional declines.⁴⁴ Macrocosm studies that control carbon dioxide levels over rice fields found that increased atmospheric CO₂ levels reduced the concentration of protein, iron, zinc, and B vitamins.⁴⁵ Considering the health implications of a continued decline in crop



The food we eat is less nutritious than it was 50-70 years ago, in part, due to industrial agriculture practices.

nutritional density, agricultural production goals will need to shift from a sole emphasis on yield to a more integrated emphasis on crop quality. Regenerative organic agriculture and its emphasis on soil health supports this shift.

This link between soil health and human health is largely unexplored and must be advanced.

Perhaps the greatest factory of bioactive compounds critical for human health lies in the soil and the plants that grow in that soil.⁴⁶⁻⁴⁷ Soil bacteria and fungi synthesize medically important compounds. Some of these compounds can be extracted from the soil and used directly—78% of antibacterial agents and 60% of new cancer drugs approved between 1983 and 1994 had their origins in the soil, as did about 60% of all newly approved drugs between 1989 and 1995.⁴⁸ Some of the compounds synthesized in soil are transported to plants, where they can be consumed by

humans—ergothioneine, for example. Other compounds interact with plants in other ways, increasing plant production of bioactive phytochemicals that, when consumed, have been implicated in the prevention and reversal of cancers, diabetes, hypertension, heart disease, neurodegenerative disease.⁴⁹⁻⁵⁰ These phytochemicals also play a critical role in immune function.⁵¹ Organically managed soils contain higher levels of microbial diversity and organically produced foods possess higher levels of bioactive phytochemicals⁵³⁻⁵⁴ than conventionally managed soils and foods. This link between soil health and human health is largely unexplored and must be advanced.

Two long-term studies that measured bioactive compounds in vegetables grown using organic and conventional management have yielded interesting results. A six-year study at the Teagasc Field Research Center in Dublin, Ireland found higher levels of flavonoids, anthocyanin, and antioxidant activity in two onion varieties grown organically.⁵⁵ At the University of California, ten years of comparing organic and conventional systems showed that organic tomatoes had higher anti-cancer flavonoids⁵⁶ and immune-boosting alpha-tomatine⁵⁷ content than conventional, and these markers tended to increase over time, suggesting that as the soil improved with organic management, bioactive compound levels increased.

At Rodale Institute in Pennsylvania, two long-term trials exist. The Farming Systems Trial, begun in 1981 and active today, is a side-by-side comparison of two organic systems and one conventional system, all growing common cereal crops. Preliminary assessment of the nutrient concentrations in oats grown in the trial have found that 7 of 13 minerals measured were significantly greater in organic legume, no-till systems compared to conventional.⁵⁸ The Vegetable Systems Trial, 2017-present, is specifically designed to test nutrient concentrations in leaf, root, and fruit vegetables grown in the different systems for twenty years or more. While there is no refuting that organic foods pose lower human health risks than conventionally grown foods due to reduced pesticide residues, heavy metals, and nitrates,⁵⁹⁻⁶⁰ more peer-reviewed research is needed to verify and quantify the link between soil health and human health. These trials, along with other controlled field trials, are the starting point to begin discussing how soil health and production methods impact nutrient-density and human health.

In the meantime, there are actions we can take proven to improve health outcomes for both people and the planet.



Rodale Institute's Farming Systems Trial, which has compared organic vs. conventional farming methods since 1981, has found differences in nutrient concentrations, such as minerals, depending on how the crops were produced.

SOLUTION 1: THE POWER *of the* PLATE

The composition of our collective plates matters, and the global crisis of non-communicable, lifestyle-related disease is solvable with the right dietary intervention. Shifting to a predominantly organic, whole foods, plant-based plate can:

- ① Provide the body with all necessary vitamins, minerals, fiber, macronutrients and antioxidants to maintain health, build immunity, and prevent, suspend and often reverse lifestyle-related diseases.
- ② Reverse the epidemic of chronic, non-communicable disease. Research from the Imperial College of London found that approximately 7.8 million premature deaths around the world could be prevented if people consumed 10 servings of vegetables and fruits every day.⁶¹
- ③ Prevent, suspend and potentially reverse cardiovascular disease, the number one cause of death globally. Randomized trials utilizing a whole-food, plant-based lifestyle treatment intervention have demonstrated dramatic 91% reductions in chest pain. Between 82% and 91% of patients showed a trend toward regression in artery narrowing, and reperfusion of heart muscle was seen in three weeks.⁶²⁻⁶³ Participants with the greatest adherence saw the greatest degree of improvement; participants who had adherence of 50% or less did not see any significant changes.
- ④ Prevent, suspend and reverse the epidemic of type 2 diabetes. Type 2 diabetes improves rapidly with diet changes, and in many cases, goes into remission. Studies have demonstrated that in just 4 weeks on a whole food plant-based diet, 44% of patients on insulin and 74% maintained on oral medications were able to discontinue the medications.⁶⁴
- ⑤ Powerfully reduce inflammation,⁶⁵⁻⁶⁶ help heal IBS/IBD, more effectively reduce weight than any other dietary lifestyle,⁶⁹⁻⁷⁰ improve autoimmune diseases like rheumatoid arthritis,⁷¹ prevent acne,⁷² enhance mood,⁷³⁻⁷⁴ reduce and resolve allergies,⁷⁵⁻⁷⁶ prevent constipation,⁷⁷ reduce asthma,⁷⁸ improve PCOS,⁷⁹ prevent dementia,⁸⁰ reduce arthritic pain,⁸¹⁻⁸² dramatically improve kidney and chronic kidney disease impairment,⁸³⁻⁸⁴ and significantly reduce the risk of colon and other cancers.⁸⁵⁻⁸⁸
- ⑥ Cultivate a diverse microbiome. Healthy soil and the human gut are comprised of a diverse population of trillions of bacteria that optimize growth, protection, and health. Diets comprised of a wide variety of organic plants support a healthy microbiome and promote the growth of a variety of microbial species through the digestion of fiber and the unique biomes of fresh fruits and vegetables.⁸⁹⁻⁹⁰ Optimized populations of bacteria have been shown to prevent weight gain, reduce inflammation, improve gut tight junctions, and reduce the risk of disease.⁹¹ Living in relationship with organic ecosystems enhances microbiome diversity and has been associated with improved immune function.⁹²⁻⁹³
- ⑦ Optimize immune function. The Covid-19 pandemic galvanized the need for a healthy immune system. Dietary patterns that are predominantly plant-based have been shown to enhance immune function and lower systemic inflammatory levels.⁹⁴ Polyphenols, a group of more than 8,000 bioactive compounds in plants, promote improved immunity to a variety of pathogens and activate important signaling pathways to initiate immune responses. Some polyphenols like curcumin and EGCG can induce epigenetic changes that enhance immune function.⁹⁵ Further, the fiber in plants enhances the growth of synergistic bacterial populations in the microbiome that epigenetically “turn on” key immune cells and “turn off” key inflammatory switches, thus improving the overall health of the immune system.⁹⁶⁻⁹⁷
- ⑧ Provide the greatest opportunity for rapid change globally. The global population consumes 11.5 million calories per minute.⁹⁸ If enough people made a significant shift in their daily purchasing and consumption habits towards a predominantly organic, whole-foods, plant-based plate, we would experience a regenerative revolution of health for the soil, people, and the planet.

SOLUTION 2: REGENERATIVE ORGANIC AGRICULTURE

Regenerative organic agriculture is more than a set of agronomic principles—it is a holistic approach to farming that encourages continuous innovation and improvement of environmental, social, and economic measures. Regenerative organic farming necessarily includes the welfare and health of animals and mankind.

Regenerative organic agriculture aims to improve ecosystem and human health through several basic principles:

- ① Eliminate the use of toxic, synthetic inputs like fertilizers and herbicides, thus eliminating the potential harm caused through exposure via diet, air, water, and occupational exposure.
- ② Diversify crop rotations, promote on-farm biological diversity, and institute strategies to manage insect, disease, and weed pressures that reduce or eliminate the need for chemical inputs.
- ③ Maximize soil coverage and biodiversity through cover cropping, permanent perennial agriculture and integrated livestock systems to maintain and improve soil health, thereby ensuring our ability to feed a growing population long into the future.
- ④ Increase soil organic carbon levels, resulting in greater soil structure and water-holding capacity to maintain crop production during periods of climate uncertainty. Measurements of crop yields and soil/water relationships over more than ten years at the Rodale Institute Farming Systems Trial report between 35% to 96% higher corn and soybean yields in the organic systems than the conventional comparison during periods of drought.⁹⁹ This was attributed to greater water capture during rainfall events (less runoff and erosion) and increased soil water holding capacity.
- ⑤ Support the growth of diverse microbial populations in the soil through natural soil fertility measures such as compost and green manures, reducing pest pressure and boosting plant bioactive compounds known to provide substantial health benefits and help combat chronic disease.¹⁰⁰⁻¹⁰³
- ⑥ Adopt pasture-based farming systems to improve nutrient cycling and allow innate animal behavior and grazing on living grass and forage, leading to less animal stress and more nutritious animal products.¹⁰⁴⁻¹⁰⁷
- ⑦ Use productive farmland to grow food and fiber for people and not for inefficient bio-fuel production, which diverts nutrients into combustible engines and ultimately greenhouse gases.
- ⑧ Promote and establish conservation practices to protect vulnerable waterways and the aquatic and terrestrial life that depend on those bodies of water. Regenerative organic agriculture places inherent value on wildlife and habitat management as measures to mitigate pest outbreaks, provide ecosystem services such as carbon storage and air pollution mitigation, and support sources of highly nutritious food.
- ⑨ Provide a meaningful source of income for farmers and support rural and urban communities.



HOW TO CREATE *the* CHANGE

It's not enough to consider what we eat—we must also consider how it was produced. The way our food is grown and raised impacts not only our cellular health and immune systems; it has the potential to either harm or regenerate people, families, communities, and entire ecosystems. Regenerative organic farming offers a profound shift in the right direction. Challenges to implementing regenerative organic farming on a significant scale include social barriers, technological barriers, a lack of long-term research studies, and lack of education for the public and medical professionals. But challenges are not insurmountable.

As medical professionals and agricultural experts, we recommend the following actions to create meaningful change in our food and healthcare systems:

① **Emphasize education and collaboration.**

Medical professionals need more education on nutrition and the positive impacts of an organic, whole-foods diet based on human health and regenerative organic farming methods. Farmers need more education on regenerative organic techniques and the potential for the food they grow to contribute to revitalized human health. Consumers need more education on how nutrition impacts their health, how farming practices impact the items most readily available to them, and how their buying habits will influence the quality and availability of future resources. Policy makers need to support governmental programs and policies that encourage positive change instead of subsidizing suboptimal practices. Medical professionals and farmers don't have a collaborative history, but the time is ripe for them to begin a conversation to identify key initiatives and collaborative opportunities. Rodale Institute and the Plantrician Project aim to foster such collaboration and education with the creation of the Regenerative Health Institute, an innovative facility dedicated to cultivating relationships between farmers and doctors and directing new research in soil and human health. Learn more about the initiative at [RegenerativeHealthInstitute.org](https://www.regenerativehealthinstitute.org).

② **Integrate nutritional education into the medical education curriculum** beginning in year one. The University of South Carolina Medical School Greenville incorporated lifestyle medicine and clinical nutrition into their four-year curriculum and are producing skilled physicians that utilize a food- and lifestyle-medicine approach to chronic disease. Provide evidenced-based educational opportunities, like the global suite of Plant Based Nutrition Healthcare Conferences sponsored by The Plantrician Project, for active healthcare providers to learn the science of plant-based nutrition and key implementation strategies and tactics.

③ **Educate consumers** on the comprehensive impact of their food purchases on their health and the health of their loved ones and the stewardship of invaluable, limited resources like soil and water. Encourage consumers to purchase more products from local farms and talk to their healthcare providers about an organic, whole-foods diet as a meaningful prevention of and intervention for lifestyle-related conditions.



- ④ **Implement more localized, integrative health initiatives**, such as Geisinger's Fresh Food Farmacy, St. Luke's University Health Network Rodale Institute farm partnership, and the M Clinic in Virginia. An increasing number of medical institutions and hospitals are implementing programs that focus on increased patient access to fresh fruits and vegetables as part of improving health measures. Such programs include 1) cash-back rebate programs for fresh fruits and vegetables, 2) fruit and vegetable prescription voucher programs, 3) garden-based programs, 4) subsidized food boxes/community supported agriculture (CSA) programs, 5) home-delivery meal programs for at-risk patients, 6) community gardens at healthcare locations, 7) collaborative food pantry-clinical programs, and 8) hospital meal programs that utilize locally grown food. Programs that provide patients with better access to fruits and vegetables appear promising, with early studies documenting significant improvements in health outcomes and cost savings.¹⁰⁸⁻¹¹⁰
- ⑤ **Incentivize medical professionals** to implement lifestyle-medicine practices and disincentivize chronic disease management through innovative payment models.
- ⑥ **Fund more research for specialty crops and organic farming** to help shift production to a greater emphasis on fruits, vegetables, pulses, and whole grains. Today's food system was significantly shaped by government funding and federal initiatives in the late 19th and throughout the 20th century. More funding for research on organic and specialty crops would incentivize improved technology, lower costs and improve access.
- ⑦ **Incentivize organic and regenerative organic methods.** Currently, the federal government subsidizes and insures conventional commodity crops. Instead of incentivizing methods that continue to fail, state and federal programs should instead incentivize resilient agriculture, which is the best insurance. Move federal funding to incentivize farmers to capture carbon and provide other benefits through regenerative organic methods. Additionally, incentivize fruit and vegetable production.

- ⑧ **Provide increased financial and institutional support for farmers transitioning to organic and regenerative organic practices.** Examples include paying farmers for ecosystem and carbon sequestration services, providing grants and loans specifically for organic and regenerative organic farmers, building infrastructure like certified organic grain elevators, training more organic inspectors, and providing grant funding for young farmers beginning regenerative organic operations.
- ⑨ **Encourage food companies to support regenerative organic farmers**, for example by partially funding certification costs, paying premium rates during the transition period from conventional to organic, providing long-term contracts to farmers, and providing markets & infrastructure for distributing more regenerative organic products.

Now is the time to take action to create a radical shift in the way we grow food and protect human and planetary health. Human health is achieved not with more prescription pills; it's created by harmonizing the system through a healthy diet and lifestyle. **Health begins with food, and healthy food begins in the soil.** Healthy soil is achieved not with expensive synthetic inputs; it's created by harmonizing natural systems.

We are collectively facing an epidemic of diet- and lifestyle-related disease that is eroding individual health and straining the budgets of healthcare systems and businesses around the world. Simultaneously, we are depleting precious, limited resources like soil, water, and the environment to feed a growing population an industrialized diet that will only perpetuate the cycle of global degeneration. The answer is a regenerative vision for the future inspired by collaboration, evidenced-based solutions, and the miraculous interconnectedness of soil, plants, people, and the planet.



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10.8

11.24



Agenda Item Details

Meeting	Sep 21, 2022 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.24 Approval of Students and Staff to Attend the California STEAM Symposium Student Showcase in Anaheim
Access	Public
Type	Action
Preferred Date	Sep 21, 2022
Absolute Date	Sep 21, 2022
Fiscal Impact	Yes
Dollar Amount	1,500.00
Budgeted	Yes
Budget Source	LCAP
Recommended Action	Staff recommends approval of the symposium travel for the named students and teachers.

Public Content

Speaker: Jarkko Myllari

Rationale: To continue ensuring learning experiences with state of the art technologies, emerging digital content design and creation approaches as well as opportunities to interact with peers and experts of the STEAM field, staff recommends approving the student travel to the California STEAM Symposium on October 1.

8 students and 2 chaperones will attend this one day conference in Anaheim.

[STEAM Symposium Website.](#)

Administrative Content

Executive Content

