



**SCHOOL**  

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**DISTRICT**

EDUCATING LEARNERS FOR THE 21ST CENTURY

**REGULAR  
BOARD MEETING**

**October 19, 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, October 19, 2022  
RSD Regular Board Meeting**

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

**1. Open Session 5:00 p.m.**

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- 1.1 Call to Order
- 1.2 Pledge of Allegiance-Rio Vista Student Lead
- 1.3 Roll Call

**2. Approval of the Agenda**

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

**3. Public Comment-Closed Session**

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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**

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- 4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6008023
- 4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
- 4.3 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
- 4.4 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2022/2023

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

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- 5.1 Report of Closed Session

**6. Presentations/Recognitions**

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- 6.1 Recognition of Lisa Kelly and Ralph D'Olivera-Summer Art Academy Muralist's
- 6.2 Rio Vista ASB
- 6.3 Trimester 1 Outstanding Employee Recognitions

**7. Communications**

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- 7.1 Acknowledgement of Correspondence to the Board
- 7.2 Board Member Reports
- 7.3 Organizational Reports-RTA/CSEA/Other

#### 7.4 Superintendent Report

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public 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

### **8. Information**

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8.1 Business Services Report

8.2 Educational Services Report

8.3 Human Resources Updates

### **9. Discussion/Action**

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

9.2 Approval of the Establishment of a Two Board Member Safety SubCommittee

9.3 Appointment of Two Board Members to Participate in the Safety Sub Committee

### **10. Consent**

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10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting of September 21, 2022

10.3 Approval of the Minutes of the Special Board Meeting of October 12, 2022

10.4 Approval of the October Personnel Report

10.5 Ratification of the Commercial Warrant for September 9, 2022 through October 7, 2022.

10.6 Ratification of MOU Between Aspiranet, Rio School District and VCOE/SELPA for Special Education Mental Health

10.7 Contract with Therapy Travelers

10.8 Contract with ProCare Therapy for Speech & Language Services

10.9 Approval of Rio Vista Middle School Field Trip to CASL State Convention

10.10 Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.

10.11 Approval for Teachers to attend the NAEA National Convention April 13-15, 2023 in San Antonio, TX

10.12 Williams Quarterly Complaint Report

10.13 Contract with 360 Degree for School Psychologist Services

10.14 Non Public School – Passageway School

10.15 Ratification of EverDriven Technologies, LLC contract

10.16 Contract with AMN Healthcare for Speech & Language Services

10.17 Contract with 360 Degree for Speech and Language Services

10.18 Approval of the Purchase of Lunch Tables at Rio Del Sol from ULINE.

10.19 Request for Approval to start the bidding process for Project #22-12L, New Electrical Main Switchgear and Transformer Upgrade at Rio Del Valle.

10.20 Approval of Change Order for Project 22-06L from EJS Construction, Inc. for the Rio Plaza Shade Structure.

10.21 Ratification of Omega Construction's Proposal for the Modification of Rio Real Classroom #27 for a new exterior Door and Window

**11. Organizational Business**

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11.1 Future Items for Discussion

11.2 Future Meeting Dates: November 16, 2022

**12. Adjournment**

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12.1 Adjournment





4.1





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.1 Consideration of Student Discipline- Stipulated Expulsion [Education Code 48918] Student No. 6008023
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	Oct 19, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale: Staff will update and discuss with the Governing Board.

**Administrative Content**

**Executive Content**





4.3



**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association
Access	Public
Type	Discussion

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

The Governing Board will discuss 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.

**Administrative Content****Executive Content**



4.4





**Agenda Item Details**

Meeting Oct 19, 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**





7.4





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	7. Communications
Subject	7.4 Superintendent Report
Access	Public
Type	Procedural

**Public Content**

Speaker: Superintendent Puglisi

**Rationale:**

Superintendent Puglisi will update the Governing Board on the following:

- Facilities Master Plan Update

**Administrative Content**

**Executive Content**



8.1





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information

**Public Content**

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Rationale:

Mr. Saleh will provide an update on the following:

- Rio Lindo Special Education Facilities Update

**Administrative Content**

**Executive Content**





8.2





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

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

- GATE Update

### Administrative Content

### Executive Content



8.3





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	8. Information
Subject	8.3 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 Update

**Administrative Content**

**Executive Content**





9.1





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 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 of 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 student 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**

# LeaderinMe®

## 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      **Email:** mmosqueda@rioschools.org  
93036-2272

### 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
<b>Professional Development</b>						
Core 1 Implementation Coaching Subscription	8/25/2022	8/24/2023	8/25/2022	\$3,135.00	3	\$9,405.00
<b>Total Investment</b>						<b>\$9,405.00</b>

#### 2023-2024

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Annual School Membership	8/25/2023	8/24/2024	8/25/2023	\$4,845.00	1	\$4,845.00
<b>Professional Development</b>						
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
<b>Materials*</b>						
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
<b>Total Investment</b>						<b>\$22,908.46</b>

**2024-2025**

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Annual School Membership	8/25/2024	8/24/2025	8/25/2024	\$4,845.00	1	\$4,845.00
<b>Professional Development</b>						
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
<b>Materials*</b>						
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
<b>Total Investment</b>						<b>\$22,908.46</b>

**2025-2026**

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Annual School Membership	8/25/2025	8/24/2026	8/25/2025	\$4,845.00	1	\$4,845.00
<b>Professional Development</b>						
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
<b>Materials*</b>						
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
<b>Total Investment</b>						<b>\$19,773.46</b>

**2026-2027**

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
Annual School Membership	8/25/2026	8/24/2027	8/25/2026	\$4,845.00	1	\$4,845.00
<b>Professional Development</b>						
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
<b>Materials*</b>						
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
<b>Total Investment</b>						<b>\$19,773.46</b>

\*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.



9.2



**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Approval of the Establishment of a Two Board Member Safety SubCommitte
Access	Public
Type	

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

**Rationale:**

At recent board meeting, board members expressed interest in participating in school district safety planning processes. The establishment of a two board member sub committee would integrate this and board member participation in school safety planning.

**Administrative Content****Executive Content**



9.3







**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Appointment of Two Board Members to Participate in the Safety Sub Committee
Access	Public
Type	Action
Recommended Action	Approval to appoint Two Board Members to Participate in the Safety Sub Committee

**Public Content**

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Upon the establishment of the board safety sub committee, board members will discuss, nominate and appoint two board members to participate in the safety subcommittee.

**Administrative Content**

**Executive Content**



10.2





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting of September 21, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of September 21, 2022.
Minutes	View Minutes for Sep 21, 2022 - RSD Regular Board Meeting

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

Staff presents the Minutes of the Regular Board Meeting of September 21, 2022 and recommends approval.

Min09212022.pdf (65 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  
September 21, 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, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

**1. Open Session 5:00 p.m.**

**1.1 Call to Order**

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

1.2 The Pledge of Allegiance was led by Catalina Gray, 7th grade ASB student from Rio del Valle Middle School.

Catalina Gray from Rio del Valle Middle School led the flag salute.

**1.3 Roll Call**

Trustee Eisenhauer called the roll, all present.

**2. Approval of the Agenda**

**2.1 Agenda Correction, Additions, Modifications**

President Anderson stated there are a few modifications to the agenda:

Report of Closed Session: Missing the time of reconvenment should read 7:18 p.m.

Corrections to the minutes of the August 17, 2022 Regular Board Meeting:

Minutes to reflect 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 Measure L funds to CFD Funds.

**2.2 Approval of the Agenda**

Staff recommends approval as amended.

**Motion by Linda Armas, 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.

President Anderson adjourned the meeting into closed session at 5:03 p.m.

### **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

President Anderson reconvened the meeting at 6:54 p.m.

The following action took place during closed session:

The Governing Board by unanimous vote, approved the Stipulated Expulsion of Student 6006965.

The Governing Board by unanimous vote, appointed Erika Johnson as Administrator of Special Programs; the Governing Board also voted unanimously to appoint Janelle Jester as Assistant Principal at Rio del Valle Middle School.

6.1 Recognition of the Rio Real Dual Immersion AP Spanish Students

Oscar Hernandez, Assistant Superintendent of Educational Services, provided information to the board regarding the AP preparation for students.

There were currently 40 8th grade students for the 2021/2022 school year. Out of the 40 students, 16 students took the Spanish AP test.

All 16 students passed the Spanish AP test and will earn college credit.

Andrea Licea  
Yulitza Ciricuti  
Joselin Aboyte  
Bibiana Vasquez



Itativa Ramirez  
Julitza Morales  
Christopher Morales  
Edtih Gutierrez Ramirez  
Natalie Cervantes  
Jimena Del Angel  
Celeste Miramontes  
Alan Torralba  
Jacquelyn Pinzon  
Alexa Medrano  
Gaylene Luna  
Emilia Linder

#### 6.2 Rio del Valle ASB Student Presentation

Oscar Hernandez, Assistant Superintendent of Educational Services, presented the Rio del Valle ASB teacher, Ms. Mindy Martinez and Ms. Stephanie Terrazas.

Both teachers described the Mission of the RdV Mission. Students Sakei Neri, Isabella Martinez, Ariana Morales and Catalina Gray also addressed the Governing Board.

RdV Mascot, Jaylene Moran was also present.

### **7. Public Hearing**

7.1 Public Hearing of Sufficiency of Instructional Materials Resolution#22/23-04  
President Anderson opened the public hearing at 7:26 p.m.

As there were no public comments, President Anderson closed the public hearing at 7:26 p.m.

### **8. Communications**

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

#### 8.2 Board Member Reports

Board member reports were heard from Trustee Armas and Eisenhower,

#### 8.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Marisela Valdez, RTA President and Hilda Garcia, CSEA Vice President.

#### 8.4 Superintendent Report

Superintendent Puglisi stated that reports from other members of cabinet will cover the beginning of the school year.

Dr. Puglisi had the opportunity to visit all school sites.

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

Public comments were heard from Araceli Fowler.

## **9. Information**

### **9.1 Business Services Report**

Wael Saleh, Assistant Superintendent of Business Services, presented a Safety Update. Mr. Saleh stated the district has formed a team to begin to review safety related items. The team will be attending seminars provided by the Ventura County Office of Education.

Mr. Saleh also provided a construction update on current and pending projects.

### **9.2 Educational Services Report**

Oscar Hernandez, Assistant Superintendent of Educational Services, introduced Dr. Sonya Mercado, Director of After School Programs.

Dr. Mercado provided an update on the programs including grant amounts and enrollment for sites.

Mr. Hernandez also provided information regarding parent engagement and involvement. The district has been awarded the CCEE Community Engagement Initiative Grant. A plan will be developed to provide services and opportunities to families. The district is also developing a plan to bring in outside services.

### **9.3 Human Resources Updates**

Rebecca Rocha, Director of Human Resources, presented an update on COVID restrictions. Non-vaccinated staff are no longer required to provide weekly tests. We no longer need to track students as well.

Attendance was strong for the beginning for the school year. We will provide updated information at the next meeting. We are a little low in student attendance compared to past years. Principals will be looking for strategies for parents to improve improvement.

Current enrollment is 5173, and student enrollments are coming in daily.

Independence Program is currently run thru Rio del Mar. 22 students are currently enrolled; we will be looking to hire an additional teacher. There are currently English only students enrolled in the program.

We will bring a Student Behavior Incentive Program Plan Update that the district is interested in implementing at the next board meeting.

## **10. Discussion/Action**

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

Staff recommends approval of Resolution 22/23-05 States with Safe Storage or Child Access Prevention Loss

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer

Not Present at Vote: Edith Martinez-Cortes, Linda Armas

### **10.2 Approval of Authorization of Teaching Assignment- Single Subject Administration recommends approval of this item.**

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer

Not Present at Vote: Edith Martinez-Cortes, Linda Armas

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

It is recommended that the Governing Board authorize the teaching assignment for the teacher listed.

Motion by Eleanor Torres, second by Kristine Anderson.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Kristine Anderson, Felix Eisenhauer

Not Present at Vote: Linda Armas

### **10.4 Approval of Variable Term Waiver**

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.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Kristine Anderson, Felix Eisenhauer

Not Present at Vote: Linda Armas

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

Staff recommends approval of the Art, Music and Instructional Materials Grant Plan.

Motion by Eleanor Torres, second by Felix Eisenhauer.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

#### 10.6 Approval of CSEA contract

Administration recommends approval of the contract with CSEA pending their ratification.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

10.7 Approval of Leader in Me Contract for Rio Plaza School with Franklin Covey  
President Anderson requested more information and data from the other two schools that are currently using the program.

This item did not get a motion and will be brought back at the next board meeting.

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

Staff recommends board approval of Resolution#22/23-04 Sufficiency of Instructional Materials.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

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

Staff recommends board Approval of Contract with HR Entertainment to Provide Mariachi and Folkloric Classes at Rio Real and Rio Plaza Dual Immersion Schools

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

10.10 Approval of the Unaudited Actuals for 2021/2022

It is recommended that the Unaudited Actuals for 2021/2022 be approved.

Motion by Eleanor Torres, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

## **11. Consent**

### **11.1 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, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

### **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

Trustee Armas requested information on the GATE program. Trustee Eisenhower requested information on student screen times and review of the Tech Agreement.

12.2 Future Meeting Dates: October 19, 2022

## **13. Adjournment**

### 13.1 Adjournment

President Anderson adjourned the meeting back into closed session at 9:33 p.m.

President Anderson reconvened the meeting at 9:51 p.m.

No action took place during closed session.

President Anderson adjourned the meeting at 9:51 p.m.

**Approved on this 19th day of October, 2022.**

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John Puglisi, Ph.D., Secretary

Date

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Edith Martinez-Cortes, Clerk of the Board

Date

10.3







### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of the Minutes of the Special Board Meeting of October 12, 2022
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval.
Minutes	View Minutes for Oct 12, 2022 - Rio School District Special Board Meeting

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

### Rationale:

Staff presents the Minutes of the Special Board Meeting of October 12, 2022.

MinSpec10122022.pdf (50 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  
Special Board Meeting  
October 12, 2022  
Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  
Closed Session: 5:00 p.m.  
Open Session: 5:30 p.m.**

**Members present**

Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

**1. Preliminary Business**

1.1 Call to Order-5:00 p.m.

Trustee Torres opened the meeting at 5:00 p.m.

1.2 Pledge of Allegiance

Trustee Torres led the flag salute.

1.3 Roll Call

Trustee Torres called the roll.

Present were Trustee Torres, Armas and Eisenhauer. President Anderson arrived at 5:15 and Trustee Cortes-Martinez arrived at 5:07 p.m.

**2. Approval of the Agenda**

2.1 Agenda corrections, additions, and modifications.

There were no corrections, additions and modifications to the agenda.

2.2 Approval of the Agenda

Staff recommends approval of the agenda as presented.

Motion by Felix Eisenhauer, second by Linda Armas.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Linda Armas, Felix Eisenhauer

Not Present at Vote: Edith Martinez-Cortes, Kristine Anderson

**3. Public Comment-Closed Session**

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

There were no public comments for closed session.

Trustee Torres adjourned the meeting into closed session at 5:02 p.m.

#### **4. Closed Session**

4.1 Public Employee Appointment [Government Code 54957] Title: Director of Pupil Personnel Services; Administrator of Special Projects.

#### **5. Open Session**

5.1 Reconvene Open Session/Report of Closed Session  
President Anderson reconvened the meeting at 5:42 p.m.

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

The Governing Board voted unanimously to appoint Erika Johnson as Director of Pupil Personnel Services.

The Governing Board voted unanimously to appoint Mario Torres as Administrator of Special Projects.

#### **6. Public Comment**

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

Public comment was heard from Elsy Madrigal.

#### **7. Discussion/Information**

7.1 Variable Term Waiver- Ms. Janelle Jester

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. Janelle Jester.

Motion by Felix Eisenhauer, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Edith Martinez-Cortes, Linda Armas, Kristine Anderson, Felix Eisenhauer

7.2 Facilities/Master Planning Workshop

Superintendent Puglisi explained the purpose of the meeting is to look at the Facilities/Master Plan and prioritize projects. Joel Kirschenstein, District Consultant and Olivia Graf-Doyle, A4E , presented information on projects completed and to be completed.

The Governing Board discussed prioritization of the sites. The two older sites, Rio Real and Rio Plaza, were sites that need prioritization. Safety issues were also discussed for all sites. Staff will provide more information at future board meetings.

**8. Adjournment**

8.1 Future Meeting Dates: October 19, 2022

8.2 Adjournment

President Anderson adjourned the meeting at 7:30 p.m.

**Approved on this 19<sup>th</sup> day of October, 2022.**

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John Puglisi, Ph.D., Secretary

Date

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Edith Martinez-Cortes, Clerk of the Board

Date



10.4







### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Approval of the October Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Oct 19, 2022
Absolute Date	Oct 19, 2022
Recommended Action	Staff recommends approval of the October Personnel Report

### Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Regular monthly personnel update.

PERS Report - October 19, 2022.pdf (62 KB)

### Administrative Content

### Executive Content

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**RIO SCHOOL DISTRICT**  
**October 19, 2022**

**Certificated Personnel Report**

**Certificated Resignation:**

Mckinley, Brad, Middle School Math/Science, Rio Vista 1.0 (FTE) Effective 10/14/2022  
Ribeiro, Stephanie, School Psychologist, District 1.0 (FTE) Effective 10/31/2022

**Certificated Ratification of Employment:**

Reyes, Natalie, First Grade Teacher, Rio Lindo 1.0 (FTE), Effective 09/20/2022  
Garcia, Marcelina, Kindergarten Teacher, Rio del Norte 1.0 (FTE), Effective 09/28/2022  
Winn, Nathan, First Grade Teacher, Rio Lindo 1.0 (FTE), Effective 09/22/2022  
McDaniel, Carrie, First Grade Teacher, Rio Lindo 1.0 (FTE), Effective 10/03/2022

**Classified Personnel Report**

**Classified Promotion:**

Macias, Graciela, from Campus Supervision Assistant (4.25) hours to Instructional Assistant (5) hours, Rio Del Norte, effective 9/26/22

**Classified Ratification of Employment:**

Alvarez, Maria, Campus Supervision Assistant, (4) hours, Rio Vista, effective 9/19/22  
Andrade, Concepción, Instructional Assistant/Sped, (5.75) hours, Rio Real, effective 9/20/22  
Duckett, Theodore, Campus Supervision Assistant, (4.5) hours, Rio Rosales, effective 9/19/22  
Duckett, Thomas, Instructional Assistant/Sped, (5.75) hours, Rio Real & Rio Del Sol, effective 9/19/22  
Godinez, Rosa, Instructional Assistant/Sped, (5.75) hours, Rio Real, effective 9/14/22  
Lopez, Elizabeth, Campus Supervision Assistant, (3.75) hours, Rio Lindo, effective 10/3/22  
Lopez, Iliana, Student & Family Support Specialist, (5.75) hours, Rio Real, effective 10/3/22  
Magana, Kimberly, Campus Supervision Assistant, (3.25) hours, Rio Del Mar, effective 10/3/22  
Vaca Ramirez, Sara, Campus Supervision Assistant, (4) hours & 20 minutes, Rio Del Mar, effective 10/3/22

**Classified Resignation:**

Lopez, Elizabeth, Campus Supervision Assistant, (3.75) hours, Rio Lindo, effective 10/7/22  
Roque, Krista, After School Program Site Coordinator, (5.5) hours, Rio Del Mar, effective 10/21/22  
Valenzuela Arraiga, Rosales, Campus Supervision Assistant, (5) hours, Rio Del Valle, effective 10/10/22

**Classified Voluntary Transfer:**

Zamudio, Christopher Zamudio, from Night Custodian , (8)hrs, Rio Plaza to Day Custodian (8)hrs, Rio Del Sol, effective 10/17/22



10.5





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 Ratification of the Commercial Warrant for September 9, 2022 through October 7, 2022.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,329,141.15
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period September 9, 2022 through October 7, 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 \$3,329,141.15 which includes processing payments for all funds of the District in the following amounts for the period September 9, 2022 through October 7, 2022.

Fund 010	General Fund	\$1,678,859.92
Fund 130	Cafeteria Fund	\$246,419.50
Fund 212	Building Fund Measure L	\$1,085,747.07
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$688.93
Fund 252	CAPITAL FACILITIES - COMMERCIAL	\$150,409.47
Fund 490	Capital Projects Fund for Blen	\$167,016.26
Less Unpaid Tax Liability		\$ <u>0</u>
Total:		\$3,329,141.15

Board Adenda 09.09 thru 10.07.pdf (3,255 KB)

**Administrative Content**

**Executive Content**

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046588	09/26/2022	Franckowiak, Tara	010-1103	98.63	
5009046589	09/26/2022	Valdez, Marisela	010-1103	90.00	
5009046592	09/26/2022	Tenorio, Jovana	010-1103	102.00	
5009046593	09/26/2022	Spencer, Darin C	010-1103	125.63	
5009046594	09/26/2022	Handley, Angela M	010-1103	88.88	
5009046595	09/26/2022	Dowdy, Crystal A	010-1103	96.00	
5009046597	09/26/2022	Mendoza III, Ignacio	010-1103	103.13	
5009046598	09/26/2022	Aziz, Neesha C	010-1103	120.00	
5009046602	09/26/2022	Magana, Christian A	010-1103	66.95	
5009046567	09/22/2022	J&C Books	010-4140	2,003.40	
5009046573	09/22/2022	The Math Learning Center	010-4140	8,760.71	
5009046745	10/03/2022	Savvas Learning Company	010-4140	424.76	
5009046436	09/12/2022	AMAZON CAPITAL SERVICES	010-4200	1,873.21	
5009046450	09/12/2022	Open Up Resources	010-4200	7,254.39	
5009046510	09/15/2022	Gary Robinson DBA Tribal Eye Productions	010-4200	915.56	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	010-4200	2,038.05	
5009046528	09/19/2022	Franklin Covey	010-4200	853.22	
5009046577	09/22/2022	Newmark Learning	010-4200	2,307.48	
5009046579	09/22/2022	Open Up Resources	010-4200	21,771.75	
5009046582	09/22/2022	SCHOLASTIC	010-4200	1,456.92	
5009046637	09/29/2022	AMAZON CAPITAL SERVICES	010-4200	1,903.45	
5009046764	10/04/2022	AMAZON CAPITAL SERVICES	010-4200	1,342.25	
5009046419	09/12/2022	Pimentel, Leslie T	010-4300	355.63	
5009046421	09/12/2022	Garcia, Augustine	010-4300	268.79	
5009046422	09/12/2022	Mosqueda, Margarita	010-4300	442.69	
5009046423	09/12/2022	Mendez, Adeline	010-4300	184.69	
5009046425	09/12/2022	Montoya, Vivian E	010-4300	101.05	
5009046426	09/12/2022	Visser, Lisa M	010-4300	107.97	
5009046427	09/12/2022	Allen, Raymond	010-4300	33.34	
5009046428	09/12/2022	Tomlinson, Gertraud	010-4300	22.73	
5009046430	09/12/2022	Pegler, Betsy	010-4300	136.82	
5009046431	09/12/2022	Aguilar, Linda	010-4300	252.62	
5009046433	09/12/2022	Gray, Ethan T	010-4300	21.06	
5009046434	09/12/2022	Bibian, Myriah H	010-4300	52.95	
5009046435	09/12/2022	Jenks, Anne L	010-4300	70.04	
5009046436	09/12/2022	AMAZON CAPITAL SERVICES	010-4300	12,990.79	
5009046442	09/12/2022	Franklin Covey	010-4300	1,653.05	
5009046445	09/12/2022	Blue Duck Education Ltd.	010-4300	4,450.00	
5009046454	09/12/2022	LESLIE PIMENTEL	010-4300	991.13	
5009046455	09/12/2022	Play Max Surfacing, Inc.	010-4300	4,478.73	
5009046456	09/12/2022	POSITIVE PROMOTIONS	010-4300	15,078.19	
5009046458	09/12/2022	Surfside Prints	010-4300	376.80	
5009046459	09/12/2022	TEACHER CREATED MATERIALS	010-4300	4,624.28	
5009046463	09/13/2022	Advance Auto Parts	010-4300	3,617.43	

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.

ESCAPE ONLINE

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046470	09/13/2022	Claudia De Jesus, DBA Amicolor	010-4300	1,683.06	
5009046473	09/13/2022	TAYLOR PUBLISHING CO. dba BALFOUR	010-4300	3,440.31	
5009046474	09/13/2022	Barnes & Noble Inc.	010-4300	10,673.29	
5009046475	09/13/2022	BARON INDUSTRIES	010-4300	367.06	
5009046478	09/13/2022	COGGS TIRE SERVICE	010-4300	60.82	
5009046481	09/13/2022	Eckharts Trailer Hitch & Welding, Inc.	010-4300	637.42	
5009046482	09/13/2022	Entourage Imaging Inc.	010-4300	2,677.99	
5009046484	09/13/2022	Fence Factory Rentals	010-4300	78.18	
5009046485	09/13/2022	FERGUSON ENTERPRISES # 1350	010-4300	34.11	
5009046489	09/15/2022	Center Glass Co	010-4300	1,354.00	
5009046499	09/15/2022	Oscar Hernandez	010-4300	1,295.32	
5009046500	09/15/2022	Integrated Fire and Safety	010-4300	464.20	
5009046501	09/15/2022	ADELINE MENDEZ	010-4300	683.90	
5009046502	09/15/2022	ODP Business Solutions	010-4300	16,073.28	
5009046508	09/15/2022	TELCOM, INC	010-4300	4,157.18	
5009046509	09/15/2022	Traffic Technologies, LLC	010-4300	1,622.37	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	010-4300	23,571.93	
5009046512	09/19/2022	Fairchild, Kim A	010-4300	128.48	
5009046513	09/19/2022	Mosqueda, Margarita	010-4300	273.22	
5009046514	09/19/2022	Maria, Julie E	010-4300	151.03	
5009046515	09/19/2022	Gray, Ethan T	010-4300	45.47	
5009046516	09/19/2022	AAA Propane Service	010-4300	288.96	
5009046517	09/19/2022	Advance Auto Parts	010-4300	123.17	
5009046518	09/19/2022	Airgas	010-4300	31.50	
5009046521	09/19/2022	BARON INDUSTRIES	010-4300	48.54	
5009046522	09/19/2022	Cloud 9 Sports, LLC	010-4300	2,163.15	
5009046530	09/19/2022	GIBBS INTERNATIONAL	010-4300	4,226.32	
5009046531	09/19/2022	Grainger	010-4300	1,810.60	
5009046533	09/19/2022	Green Thumb Nursery	010-4300	276.30	
5009046535	09/19/2022	House Sanitary Supply	010-4300	984.68	
5009046537	09/19/2022	Integrated Fire and Safety	010-4300	250.00	
5009046538	09/19/2022	Lawson Products	010-4300	487.26	
5009046541	09/19/2022	MHS	010-4300	2,823.75	
5009046543	09/19/2022	ROCHESTER 100 INC. NICKY'S COMMUNICATOR	010-4300	1,848.75	
5009046544	09/19/2022	O'Reilly Auto Parts	010-4300	19.88	
5009046547	09/19/2022	PARADISE CHEVROLET	010-4300	862.18	
5009046549	09/19/2022	SC FUELS	010-4300	6,525.90	
5009046550	09/19/2022	Schaeffer's Spec. Lubricants	010-4300	1,219.52	
5009046555	09/19/2022	Vivian Montoya	010-4300	600.00	
5009046563	09/22/2022	MICHAEL ELLIS ELLIS APPAREL	010-4300	3,230.50	
5009046569	09/22/2022	LAKESHORE	010-4300	2,155.53	
5009046570	09/22/2022	Lawson Products	010-4300	1,443.03	
5009046572	09/22/2022	Mark It Place	010-4300	10,389.23	

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046576	09/22/2022	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300	107.07	
5009046578	09/22/2022	ODP Business Solutions	010-4300	15,306.70	
5009046581	09/22/2022	Savvas Learning Company	010-4300	8,400.00	
5009046583	09/22/2022	Skating Plus	010-4300	150.00	
5009046584	09/22/2022	US AIRCONDITIONING DIST.	010-4300	267.44	
5009046590	09/26/2022	Garcia, Augustine	010-4300	348.23	
5009046591	09/26/2022	Mosqueda, Margarita	010-4300	80.00	
5009046596	09/26/2022	Preciado, Sheryl	010-4300	28.38	
5009046601	09/26/2022	Jenks, Anne L	010-4300	53.86	
5009046604	09/26/2022	California Sport Design	010-4300	1,205.46	
5009046608	09/26/2022	Savvas Learning Company	010-4300	109,188.00	
5009046613	09/27/2022	C D W GOVERNMENT, INC.	010-4300	594.58	
5009046614	09/27/2022	DE SOTO SALES	010-4300	189.19	
5009046615	09/27/2022	GOLDEN STATE COPIER & MAILING	010-4300	549.83	
5009046617	09/27/2022	House Sanitary Supply	010-4300	1,646.85	
5009046622	09/27/2022	Mark It Place	010-4300	171.60	
5009046626	09/27/2022	SC FUELS	010-4300	9,544.30	
5009046628	09/27/2022	Time For Kids	010-4300	990.00	
5009046637	09/29/2022	AMAZON CAPITAL SERVICES	010-4300	6,881.65	
5009046641	09/29/2022	BARON INDUSTRIES	010-4300	2,991.02	
5009046672	09/29/2022	GIBBS INTERNATIONAL	010-4300	650.94	
5009046680	09/29/2022	HOME DEPOT CREDIT SERVICES	010-4300	10,147.94	
5009046708	09/29/2022	Accelerate Learning Inc.	010-4300	8,083.97	
5009046719	10/03/2022	Landberg, Kimberly	010-4300	84.04	
5009046721	10/03/2022	BOOKSOURCE	010-4300	442.60	
5009046723	10/03/2022	GLOBAL EQUIPMENT COMPANY	010-4300	10,842.01	
5009046724	10/03/2022	Green Thumb Nursery	010-4300	330.65	
5009046728	10/03/2022	LAKESHORE	010-4300	8,477.16	
5009046730	10/03/2022	Lawson Products	010-4300	1,669.77	
5009046731	10/03/2022	LEARNING A-Z	010-4300	748.00	
5009046732	10/03/2022	Learning Without Tears	010-4300	62.29	
5009046733	10/03/2022	Linde Gas & Equipment Inc.	010-4300	236.40	
5009046740	10/03/2022	OTC BRANDS, INC.	010-4300	161.11	
5009046746	10/03/2022	SCHOLASTIC	010-4300	4,238.73	
5009046747	10/03/2022	Southwest School & Office Supply	010-4300	3,174.81	
5009046752	10/03/2022	Traffic Technologies, LLC	010-4300	76.48	
5009046753	10/03/2022	VC Metals Inc	010-4300	31.21	
5009046754	10/03/2022	Velocity Truck Center	010-4300	19.24	
5009046756	10/03/2022	Vendurance Inc.	010-4300	400.00	
5009046758	10/03/2022	Western Psychological Services	010-4300	2,142.73	
5009046763	10/04/2022	Advance Auto Parts	010-4300	2,128.94	
5009046764	10/04/2022	AMAZON CAPITAL SERVICES	010-4300	4,519.68	
5009046767	10/04/2022	Bertrands Music (Pedersens)	010-4300	10,399.79	
5009046771	10/04/2022	LAKESHORE	010-4300	1,393.85	
5009046772	10/04/2022	Learning Without Tears	010-4300	262.43	

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046773	10/04/2022	Open Up Resources	010-4300	1,831.34	
5009046774	10/04/2022	Sam's Club Direct	010-4300	599.40	
5009046775	10/04/2022	Committee for Children	010-4300	446.83	
5009046788	10/06/2022	Advance Auto Parts	010-4300	684.85	
5009046790	10/06/2022	Ballard & Tighe	010-4300	66,737.86	
5009046791	10/06/2022	BARON INDUSTRIES	010-4300	34.65	
5009046795	10/06/2022	DE SOTO SALES	010-4300	1,626.54	
5009046801	10/06/2022	Green Thumb Nursery	010-4300	87.23	
5009046802	10/06/2022	Integrated Fire and Safety	010-4300	825.00	
5009046809	10/06/2022	SCRIPPS NATIONAL SPELLING BEE	010-4300	182.50	
5009046810	10/06/2022	Committee for Children	010-4300	446.83	
5009046812	10/06/2022	Southwest School & Office Supply	010-4300	8,169.44	
5009046819	10/06/2022	Traffic Technologies, LLC	010-4300	435.74	
5009046535	09/19/2022	House Sanitary Supply	010-4325	4,450.73	
5009046680	09/29/2022	HOME DEPOT CREDIT SERVICES	010-4325	554.74	
5009046727	10/03/2022	House Sanitary Supply	010-4325	980.56	
5009046741	10/03/2022	Pioneer Chemical Co	010-4325	364.90	
5009046812	10/06/2022	Southwest School & Office Supply	010-4325	1,154.99	
5009046753	10/03/2022	VC Metals Inc	010-4335	6.42	
5009046483	09/13/2022	Ewing Irrigation Products Inc	010-4360	751.01	
5009046496	09/15/2022	Ewing Irrigation Products Inc	010-4360	1,833.65	
5009046527	09/19/2022	Ewing Irrigation Products Inc	010-4360	1,201.10	
5009046546	09/19/2022	Pacific Equipment	010-4360	430.98	
5009046549	09/19/2022	SC FUELS	010-4360	1,020.74	
5009046556	09/19/2022	YAMA LAWNMOWER REPAIR	010-4360	67.68	
5009046626	09/27/2022	SC FUELS	010-4360	1,492.85	
5009046663	09/29/2022	Ewing Irrigation Products Inc	010-4360	850.78	
5009046680	09/29/2022	HOME DEPOT CREDIT SERVICES	010-4360	232.01	
5009046759	10/03/2022	YAMA LAWNMOWER REPAIR	010-4360	22.50	
5009046801	10/06/2022	Green Thumb Nursery	010-4360	358.59	
5009046807	10/06/2022	Pacific Equipment	010-4360	376.79	
5009046820	10/06/2022	YAMA LAWNMOWER REPAIR	010-4360	1,109.30	
5009046518	09/19/2022	Airgas	010-4400	70.24	
5009046569	09/22/2022	LAKESHORE	010-4400	10,175.32	
5009046728	10/03/2022	LAKESHORE	010-4400	85.43	
5009046742	10/03/2022	PRINTECH	010-4400	21,609.66	
5009046720	10/03/2022	360 Degree Customer Inc.	010-5100	43,886.24	
5009046735	10/03/2022	Maxim Healthcare Staffing	010-5100	25,302.32	
5009046418	09/12/2022	Jester, Janelle	010-5200	165.00	
5009046420	09/12/2022	Arceo, Lucila	010-5200	40.12	
5009046424	09/12/2022	Maria, Julie E	010-5200	164.44	
5009046429	09/12/2022	Hernandez, Oscar G	010-5200	223.75	
5009046432	09/12/2022	Hudson, Leslie	010-5200	531.45	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	010-5200	4,647.74	
5009046574	09/22/2022	Mindy Martinez	010-5200	537.62	

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## Checks Dated 09/09/2022 through 10/07/2022

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5009046586	09/26/2022	Vasquez, Andre' J	010-5200	351.25	
5009046587	09/26/2022	Jester, Janelle	010-5200	125.00	
5009046619	09/27/2022	Learning Without Tears	010-5200	139.00	
5009046761	10/04/2022	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5200	12,495.00	
5009046762	10/04/2022	ACSA	010-5300	19,289.23	
5009046540	09/19/2022	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009046561	09/22/2022	SOUTHERN CALIF. EDISON	010-5520	102,122.28	
5009046797	10/06/2022	SOUTHERN CALIF. EDISON	010-5520	74,760.49	
5009046671	09/29/2022	THE GAS COMPANY	010-5530	1,546.57	
5009046439	09/12/2022	CULLIGAN WATER	010-5540	325.25	
5009046471	09/13/2022	APPLIED BACKFLOW TECHNOLOGIES	010-5540	210.00	
5009046477	09/13/2022	California American Water	010-5540	257.69	
5009046605	09/26/2022	CITY OF OXNARD	010-5540	35,901.35	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	010-5600	1,379.15	
5009046560	09/22/2022	De Lage Landen Financial Servi ces, Inc.	010-5600	216.82	
5009046437	09/12/2022	BC Rincon Construction	010-5610	43,031.33	
5009046464	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	4,157.17	
5009046465	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	309.58	
5009046466	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	3,265.00	
5009046467	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	283.95	
5009046468	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	312.59	
5009046469	09/13/2022	AMERICAN BUILDING COMFORT	010-5610	236.93	
5009046478	09/13/2022	COGGS TIRE SERVICE	010-5610	28.20	
5009046484	09/13/2022	Fence Factory Rentals	010-5610	79.39	
5009046508	09/15/2022	TELCOM, INC	010-5610	810.00	
5009046520	09/19/2022	Auto Tech	010-5610	304.13	
5009046524	09/19/2022	COGGS TIRE SERVICE	010-5610	29.50	
5009046532	09/19/2022	GREATAMERICA FINANCIAL SVCS	010-5610	363.10	
5009046546	09/19/2022	Pacific Equipment	010-5610	379.26	
5009046557	09/22/2022	C & M AUTO TRUCK ELECTRIC	010-5610	275.00	
5009046616	09/27/2022	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009046621	09/27/2022	M/M Mechanical Inc.	010-5610	4,469.47	
5009046642	09/29/2022	BC Rincon Construction	010-5610	22,361.84	
5009046734	10/03/2022	M/M Mechanical Inc.	010-5610	8,192.82	
5009046759	10/03/2022	YAMA LAWNMOWER REPAIR	010-5610	22.50	
5009046794	10/06/2022	COGGS TIRE SERVICE	010-5610	28.43	
5009046800	10/06/2022	GIBBS INTERNATIONAL	010-5610	1,087.46	
5009046805	10/06/2022	M/M Mechanical Inc.	010-5610	3,754.80	
5009046817	10/06/2022	TELCOM, INC	010-5610	1,215.33	
5009046803	10/06/2022	KONICA MINOLTA PREMIER FINANCE	010-5612	656.22	
5009046476	09/13/2022	Burons Pretelled Pumping	010-5620	3,450.00	

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046548	09/19/2022	Kevin Cluff dba Restoration Hardwood	010-5620	9,483.00	
5009046612	09/27/2022	Ron Obrien dba Bee Specialist	010-5620	150.00	
5009046623	09/27/2022	Marlene A. Jones DBA Mobile Opacity Testing	010-5620	1,300.00	
5009046744	10/03/2022	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	
5009046754	10/03/2022	Velocity Truck Center	010-5620	242.38	
5009046806	10/06/2022	Overhead Door	010-5620	1,400.00	
5009046484	09/13/2022	Fence Factory Rentals	010-5630	200.00	
5009046438	09/12/2022	Stephen Clark	010-5800	450.00	
5009046443	09/12/2022	Howards Rug Co. of Ventura	010-5800	11,852.00	
5009046446	09/12/2022	MAXIM STAFFING SOLUTIONS	010-5800	16,483.81	
5009046447	09/12/2022	Most Excellent Enterprises	010-5800	1,050.00	
5009046448	09/12/2022	Lisa Kelly dba Murals by Lisa Kelly	010-5800	8,500.00	
5009046452	09/12/2022	PASSAGEWAY, INC.	010-5800	2,061.10	
5009046453	09/12/2022	PASSAGEWAY, INC.	010-5800	480.00	
5009046486	09/13/2022	Melinda D. gillinger	010-5800	640.00	
5009046488	09/15/2022	Adam Burton	010-5800	1,260.00	
5009046490	09/15/2022	CITY OF OXNARD RECREATION SERVICES	010-5800	300.00	
5009046492	09/15/2022	Desmos, Inc.	010-5800	20,000.00	
5009046493	09/15/2022	Diligent Corp	010-5800	12,000.00	
5009046498	09/15/2022	Franklin Covey	010-5800	18,729.35	
5009046503	09/15/2022	Ponzuric Learning solutions	010-5800	369.00	
5009046507	09/15/2022	TAFT ELECTRIC	010-5800	219.85	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	010-5800	7,702.07	
5009046523	09/19/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	580.00	
5009046529	09/19/2022	Luis Gerardo Guillen	010-5800	2,920.00	
5009046534	09/19/2022	HeidiSongs	010-5800	2,513.19	
5009046536	09/19/2022	Howards Rug Co. of Ventura	010-5800	6,216.00	
5009046539	09/19/2022	LEARNING A-Z	010-5800	13,366.50	
5009046542	09/19/2022	Nee Quaison Sackey	010-5800	2,158.02	
5009046545	09/19/2022	OC Tech Innovations Corp	010-5800	840.00	
5009046554	09/19/2022	Ventura County Office of Education Business	010-5800	252.16	
5009046558	09/22/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	275.00	
5009046565	09/22/2022	Franklin Covey	010-5800	4,845.00	
5009046575	09/22/2022	Most Excellent Enterprises	010-5800	1,700.00	
5009046580	09/22/2022	PASSAGEWAY, INC.	010-5800	6,454.55	
5009046585	09/22/2022	Ventura Unified School Dist.	010-5800	1,991.57	
5009046599	09/26/2022	Magana, Carlos S	010-5800	136.06	
5009046600	09/26/2022	Rodriguez, Helen	010-5800	144.00	
5009046609	09/26/2022	SCRIPPS NATIONAL SPELLING BEE	010-5800	182.50	

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## Checks Dated 09/09/2022 through 10/07/2022

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5009046611	09/27/2022	ARJAY'S WINDOW FASHIONS	010-5800	840.00	
5009046618	09/27/2022	IXL Learning	010-5800	1,425.00	
5009046620	09/27/2022	Lucas Brady Quinn Lightning Quick Sports	010-5800	1,250.00	
5009046624	09/27/2022	Most Excellent Enterprises	010-5800	1,400.00	
5009046625	09/27/2022	Rain Master Irrigation Systems	010-5800	14.95	
5009046631	09/27/2022	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,175.00	
5009046646	09/29/2022	BRAINPOP LLC	010-5800	5,021.25	
5009046658	09/29/2022	Deltamath Solutions Inc	010-5800	1,500.00	
5009046720	10/03/2022	360 Degree Customer Inc.	010-5800	1,026.91	
5009046722	10/03/2022	TIME WARNER CABLE	010-5800	3,456.18	
5009046735	10/03/2022	Maxim Healthcare Staffing	010-5800	2,472.85	
5009046736	10/03/2022	MobyMAX	010-5800	3,595.00	
5009046737	10/03/2022	Most Excellent Enterprises	010-5800	1,500.00	
5009046739	10/03/2022	Nee Quaison Sackey	010-5800	2,200.00	
5009046749	10/03/2022	Steve Sunnarborg	010-5800	5,175.00	
5009046751	10/03/2022	Josh Shipp Productions Top Youth Speakers	010-5800	3,900.00	
5009046760	10/03/2022	Dr. Elizabeth Yeager	010-5800	3,437.25	
5009046765	10/04/2022	Aswell Trophy	010-5800	23.11	
5009046768	10/04/2022	Code3Life	010-5800	7,045.00	
5009046779	10/04/2022	Ventura Missionary School	010-5800	300.00	
5009046792	10/06/2022	CADA Central	010-5800	855.00	
5009046793	10/06/2022	TIME WARNER CABLE	010-5800	2,972.00	
5009046798	10/06/2022	edpuzzle	010-5800	11,277.00	
5009046811	10/06/2022	SolarWinds	010-5800	822.00	
5009046816	10/06/2022	T-Mobile	010-5800	521.10	
5009046519	09/19/2022	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	18,825.00	
5009046738	10/03/2022	Myers, Widders, Gibson, Jones	010-5802	2,443.64	
5009046495	09/15/2022	Eide Bailly LLP	010-5803	15,251.43	
5009046504	09/15/2022	RISE VOLLEYBALL CLUB Attn: Kris Gullatt	010-5815	500.00	
5009046497	09/15/2022	FEDEX	010-5900	30.54	
5009046607	09/26/2022	Frontier Communications	010-5900	442.49	
5009046757	10/03/2022	Windstream	010-5900	7,580.94	
5009046769	10/04/2022	Frontier Communications	010-5900	229.12	
5009046789	10/06/2022	AT&T	010-5900	2,807.80	
5009046799	10/06/2022	Frontier Communications	010-5900	323.26	
5009046461	09/12/2022	VERIZON WIRELESS	010-5920	470.63	
5009046457	09/12/2022	Santander Bank	010-6400	74,915.00	
5009046780	10/06/2022	Alvarez, Julieta N	010-9201	276.94	
5009046781	10/06/2022	Kaneshiro, Judy M	010-9201	347.77	
5009046782	10/06/2022	Macias, Graciela	010-9201	152.14	
5009046783	10/06/2022	Varela, Stephanie S	010-9201	432.58	
5009046784	10/06/2022	Heller, Dulce M	010-9201	421.31	

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5009046785	10/06/2022	Preciado, Sheryl	010-9201	306.62	
5009046786	10/06/2022	Barroso, Marlaena S	010-9201	346.79	
5009046787	10/06/2022	Lara Moreno, Justina L	010-9201	247.50	
5009046725	10/03/2022	HERALD PRINTING LTD. PRECISION GRAPHIC SOLUTIONS	010-9320	2,877.11	
5009046446	09/12/2022	MAXIM STAFFING SOLUTIONS	010-9510	3,768.75	
5009046451	09/12/2022	Oxnard Union High School Distr ict	010-9510	24,819.18	
5009046480	09/13/2022	Crisis Prevention Institute	010-9510	3,279.20	
5009046494	09/15/2022	Earth Easy	010-9510	4,430.65	
5009046551	09/19/2022	Ventura County SELPA	010-9510	3,065.21	
5009046720	10/03/2022	360 Degree Customer Inc.	010-9510	4,341.30	
5009046778	10/04/2022	Ventura County Office of Education Business	010-9510	19,110.00	
5009046750	10/03/2022	Tax Deferred Services Corporate Office Suite 209	010-9539	82,043.33	
5009046632	09/29/2022	Gilbert Acosta	010-9540	2,424.60	
5009046633	09/29/2022	Maria Acosta	010-9540	2,424.60	
5009046634	09/29/2022	Marylou Almilli	010-9540	2,472.51	
5009046635	09/29/2022	SALLY ALVARADO	010-9540	2,424.60	
5009046636	09/29/2022	BARBARA ALVIDREZ	010-9540	2,424.60	
5009046638	09/29/2022	Maria Angeles	010-9540	2,424.60	
5009046639	09/29/2022	Anthony Urban	010-9540	2,424.60	
5009046640	09/29/2022	REBECCA BARBETTI	010-9540	2,472.51	
5009046643	09/29/2022	Sharon Bellman	010-9540	2,472.51	
5009046644	09/29/2022	Maria Benitez	010-9540	2,424.60	
5009046645	09/29/2022	Belinda Betancourt	010-9540	2,424.60	
5009046647	09/29/2022	SHIRLEY BROWN	010-9540	2,424.60	
5009046648	09/29/2022	Julie Burchmore	010-9540	2,472.51	
5009046649	09/29/2022	Melinda Carrillo	010-9540	2,472.51	
5009046650	09/29/2022	Carmen Carrillo	010-9540	2,424.60	
5009046651	09/29/2022	Jonathan Castillo	010-9540	2,424.60	
5009046652	09/29/2022	GAYLE COLEMAN	010-9540	2,472.51	
5009046653	09/29/2022	Teresa Blanche Contreras	010-9540	2,424.60	
5009046654	09/29/2022	John Cort	010-9540	2,472.51	
5009046655	09/29/2022	Arla B Crane	010-9540	2,472.51	
5009046656	09/29/2022	Kathleen Crowe	010-9540	2,472.51	
5009046657	09/29/2022	David Davidson	010-9540	2,472.51	
5009046660	09/29/2022	LaVeme Edgar C/O Maywood Acres Helathcare	010-9540	2,424.60	
5009046661	09/29/2022	Joanne Espinoza-Law	010-9540	2,472.51	
5009046662	09/29/2022	Catherine Espinoza	010-9540	2,424.60	
5009046664	09/29/2022	Carolee Felth	010-9540	2,424.60	
5009046665	09/29/2022	Jeanne Foster	010-9540	2,424.60	
5009046666	09/29/2022	KATHLEEN FRANKLIN	010-9540	2,472.51	
5009046667	09/29/2022	Susanne Frank	010-9540	2,472.51	
5009046668	09/29/2022	Ruth Fraser	010-9540	2,472.51	
5009046669	09/29/2022	JARREL FULLER	010-9540	2,472.51	

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046670	09/29/2022	Claudene Garmon	010-9540	2,472.51	
5009046673	09/29/2022	Geoff Godfrey	010-9540	2,472.51	
5009046674	09/29/2022	Maria L. Godinez	010-9540	2,472.51	
5009046675	09/29/2022	Helene Gollub	010-9540	2,472.51	
5009046676	09/29/2022	CAROLYN GRACE	010-9540	2,472.51	
5009046677	09/29/2022	Susan Hamada	010-9540	2,472.51	
5009046678	09/29/2022	Milton R. Harrion	010-9540	2,472.51	
5009046679	09/29/2022	HARRY BARNACK	010-9540	2,424.60	
5009046681	09/29/2022	Harold Kennedy	010-9540	2,472.51	
5009046682	09/29/2022	Jo Ann Kennedy	010-9540	2,472.51	
5009046683	09/29/2022	Georgia Kerns	010-9540	2,472.51	
5009046684	09/29/2022	LAURA KRALL	010-9540	2,472.51	
5009046685	09/29/2022	Meredith Kruger	010-9540	2,472.51	
5009046686	09/29/2022	Christina Leonard	010-9540	2,424.60	
5009046687	09/29/2022	BEN LUCE	010-9540	2,472.51	
5009046688	09/29/2022	Marcia Marino	010-9540	2,472.51	
5009046689	09/29/2022	Joan Mayeda	010-9540	2,472.51	
5009046690	09/29/2022	APRIL MCCARTHY	010-9540	2,472.51	
5009046691	09/29/2022	Shirley McCafferty	010-9540	2,472.51	
5009046692	09/29/2022	Gail Nakamura-Meagher	010-9540	2,472.51	
5009046694	09/29/2022	Virginia Nedeleff	010-9540	2,472.51	
5009046695	09/29/2022	Debbie Orosco	010-9540	2,472.51	
5009046696	09/29/2022	Phil Otero	010-9540	2,472.51	
5009046697	09/29/2022	RUDY PALAZUELOS	010-9540	2,424.60	
5009046698	09/29/2022	Pattis R. Thompson	010-9540	2,472.51	
5009046699	09/29/2022	YVONNE RAILEY	010-9540	2,472.51	
5009046700	09/29/2022	Jose Rodriguez	010-9540	2,424.60	
5009046701	09/29/2022	SALLIE SANCHEZ	010-9540	2,472.51	
5009046702	09/29/2022	Darlene Serros	010-9540	2,472.51	
5009046703	09/29/2022	Linda Shaffer	010-9540	2,472.51	
5009046704	09/29/2022	Andrea Shaub	010-9540	2,472.51	
5009046705	09/29/2022	LYNN SILVIERA	010-9540	2,424.60	
5009046706	09/29/2022	CAROL SPRACKLEN	010-9540	2,472.51	
5009046707	09/29/2022	BEVERLY STARK	010-9540	2,472.51	
5009046709	09/29/2022	Eleanor Syrett	010-9540	2,472.51	
5009046712	09/29/2022	Gwen Thomas	010-9540	2,472.51	
5009046713	09/29/2022	HELEN TORRES	010-9540	2,424.60	
5009046714	09/29/2022	Jayne Tucker	010-9540	2,472.51	
5009046715	09/29/2022	Christina Valdivia	010-9540	2,424.60	
5009046716	09/29/2022	Lenora Weinerth	010-9540	2,472.51	
5009046717	09/29/2022	Darylene Williams	010-9540	2,472.51	
5009046718	09/29/2022	Sharlene Wilson	010-9540	2,472.51	
<b>Total Number of Checks</b>			<b>355</b>	<b>1,678,859.92</b>	
5009046502	09/15/2022	ODP Business Solutions	130-4300	153.81	

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## Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046505	09/15/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	1,680.48	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	130-4300	10,111.82	
5009046578	09/22/2022	ODP Business Solutions	130-4300	720.24	
5009046748	10/03/2022	Sterno Delivery, LLC	130-4300	4,559.07	
5009046764	10/04/2022	AMAZON CAPITAL SERVICES	130-4300	327.72	
5009046814	10/06/2022	STEVENSON'S RESTAURANT EQUIP.	130-4300	348.18	
5009046506	09/15/2022	SYSCO VENTURA, INC.	130-4710	7,707.93	
5009046511	09/15/2022	U.S. Bank Corporate Payment Systems	130-4710	687.20	
5009046525	09/19/2022	Driftwood Dairy, Inc.	130-4710	11,591.13	
5009046553	09/19/2022	THE BERRY MAN, INC.	130-4710	22,264.43	
5009046610	09/26/2022	THE BERRY MAN, INC.	130-4710	18,134.31	
5009046627	09/27/2022	SYSCO VENTURA, INC.	130-4710	42,270.80	
5009046659	09/29/2022	Driftwood Dairy, Inc.	130-4710	18,825.83	
5009046710	09/29/2022	SYSCO VENTURA, INC.	130-4710	49,395.46	
5009046711	09/29/2022	THE BERRY MAN, INC.	130-4710	15,350.46	
5009046726	10/03/2022	Home Country Pizza	130-4710	516.70	
5009046729	10/03/2022	Laubacher Farms, inc	130-4710	1,548.00	
5009046796	10/06/2022	Driftwood Dairy, Inc.	130-4710	3,173.49	
5009046804	10/06/2022	Laubacher Farms, inc	130-4710	648.00	
5009046808	10/06/2022	Tri County Bread Service	130-4710	5,372.97	
5009046815	10/06/2022	SYSCO VENTURA, INC.	130-4710	17,132.44	
5009046818	10/06/2022	THE BERRY MAN, INC.	130-4710	5,472.30	
5009046766	10/04/2022	Atkinson, Andelson, Loya, Ruud & Romo	130-5200	716.00	
5009046743	10/03/2022	Puretec Industrial Water	130-5600	466.35	
5009046606	09/26/2022	COASTAL OCCUPATIONAL MEDICAL GROUP	130-5800	75.00	
5009046630	09/27/2022	VENTURA COUNTY FARM TO SCHOOL	130-5800	7,000.00	
5009046789	10/06/2022	AT&T	130-5900	31.38	
5009046559	09/22/2022	Cynthia Rivera	130-8634	42.00	
5009046568	09/22/2022	Kristin Mendoza	130-8634	96.00	
<b>Total Number of Checks</b>			<b>29</b>	<b>246,419.50</b>	
5009046479	09/13/2022	Colbi Technologies, Inc	212-5800	1,265.00	
5009046491	09/15/2022	Cyber Copy	212-5800	12.55	
5009046564	09/22/2022	Environmental Testing Assoc.	212-5800	920.00	
5009046444	09/12/2022	GREEN TREE CARE	212-6101	550.00	
5009046437	09/12/2022	BC Rincon Construction	212-6102	9,828.00	
5009046441	09/12/2022	DIV. OF THE STATE ARCHITECT	212-6102	3,195.00	
5009046444	09/12/2022	GREEN TREE CARE	212-6102	1,100.00	
5009046603	09/26/2022	BC Rincon Construction	212-6102	500.40	
5009046460	09/12/2022	Venco Electric	212-6202	2,400.00	

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Checks Dated 09/09/2022 through 10/07/2022

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009046526	09/19/2022	EJS Construction, Inc	212-6202	657,419.88	
5009046562	09/22/2022	EJS Construction, Inc	212-6202	297,137.72	
5009046603	09/26/2022	BC Rincon Construction	212-6202	9,828.00	
5009046629	09/27/2022	Venco Electric	212-6202	22,530.22	
5009046693	09/29/2022	N/V/5 West, Inc.	212-6202	4,371.50	
5009046755	10/03/2022	Venco Electric	212-6202	6,725.00	
5009046777	10/04/2022	Venco Western	212-6202	15,192.30	
5009046770	10/04/2022	KBZ Architects	212-6219	13,491.50	
			212-6220	1,200.00	
5009046472	09/13/2022	BALFOUR BEATTY CONSTRUCTION	212-6272	38,080.00	
<b>Total Number of Checks</b>			<b>16</b>	<b>1,085,747.07</b>	
5009046491	09/15/2022	Cyber Copy	251-5800	4.57	
5009046738	10/03/2022	Myers, Widders, Gibson, Jones	251-5802	684.36	
<b>Total Number of Checks</b>			<b>2</b>	<b>688.93</b>	
5009046462	09/12/2022	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009046813	10/06/2022	Stantec Consulting Services	252-5800	1,089.00	
5009046571	09/22/2022	Lawyers Title	252-6110	76,000.00	
5009046440	09/12/2022	Department of Toxic Substances	252-6235	3,185.33	
5009046487	09/13/2022	Tetra Tech Divisions	252-6235	9,616.24	
5009046776	10/04/2022	Tetra Tech Divisions	252-6235	47,918.90	
<b>Total Number of Checks</b>			<b>6</b>	<b>150,409.47</b>	
5009046491	09/15/2022	Cyber Copy	490-5800	6.21	
5009046770	10/04/2022	KBZ Architects	490-6101	5,265.00	
5009046566	09/22/2022	Hughes General Engineering	490-6102	154,578.30	
5009046552	09/19/2022	Tech-Wall	490-6202	2,488.75	
5009046770	10/04/2022	KBZ Architects	490-6219	2,519.00	
5009046449	09/12/2022	N/V/5 West, Inc.	490-6245	2,159.00	
<b>Total Number of Checks</b>			<b>5</b>	<b>167,016.26</b>	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	355	1,678,859.92
130	Cafeteria Fund	29	246,419.50
212	Building Fund Measure L	16	1,085,747.07
251	CAPITAL FACILITIES - RESIDENTI	2	688.93
252	CAPITAL FACILITIES COMMERCIAL	6	150,409.47
490	Capital Projects Fund for Blen	5	167,016.26
<b>Total Number of Checks</b>		<b>403</b>	<b>3,329,141.15</b>
<b>Less Unpaid Tax Liability</b>			<b>.00</b>
<b>Net (Check Amount)</b>			<b>3,329,141.15</b>

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10.6





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Ratification of MOU Between Aspiranet, Rio School District and VCOE/SELPA for Special Education Mental Health
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	50,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

**Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

**Rationale:**

Starting in the 2022/2023 school year, federal and state mental health funding allocations will be going directly to school district instead of the Special Education Local Plan Area (SELPA) to be used for mental health services for special education students as delineated in their Individual Education Plans. This agreement will be in effect starting July 1, 2022 and will ensure that Collaborative Educational Supports (COEDS) services which are intensive one to one, treatment interventions for the student and family are provided and that the expenditure is covered by the Rio School District.

COEDS MOU 2022-23 (1) (1).pdf (7,210 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 ASPIRANET, LOCAL  
EDUCATIONAL AGENCY, AND VENTURA COUNTY OFFICE OF EDUCATION /  
SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S SPECIAL EDUCATION  
MENTAL HEALTH SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2022 by and among the Local Educational Agency (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

Whereas, VCOE/SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education, in accordance with the Individuals with Disabilities Education Act (IDEA) and pursuant to Education Code sections 56195 *et seq.* and 56205.

Whereas, LEA may and does contract with CONTRACTOR for the provision of educationally related mental health services, specifically for Collaborative Educational Supports (COEDS), to students pursuant to individualized education programs.

Whereas, SELPA is part of the VCOE which is the responsible local agency to perform functions such as receipt and distribution of funds, provision of administrative support and coordination of implementation of the local plan, pursuant to Education Code section 56195.1(c)(2).

NOW, THEREFORE, it is agreed as follows:

**1. ARRAY OF SERVICES**

CONTRACTOR will provide Collaborative Educational Supports (COEDS) which is Educationally Related Social Emotional Services to LEA students as determined by their IEP team and who have needs that interfere with the student's ability to access their Free and Appropriate Education (FAPE). COEDS is not a "stand alone" service, and is intended to supplement Educationally Related Social Emotional Services (ERSSES) being offered by the school, by addressing the target behavior(s) or symptom(s) that are jeopardizing the student's access to their FAPE in collaboration with school staff. These behaviors require one-to-one assistance and may put the student at risk of residential treatment services. COEDS is an intensive one to one, face to face, treatment intervention.

**2. POPULATION/CACHEMENT AREA TO BE SERVED**

COEDS 1, 2 & 3: Students who attend LEA members within the Ventura County SELPA including charter schools who are having difficulty accessing FAPE and who are authorized for services by the IEP team. Includes all school districts within Ventura County and Las Virgenes Unified School District.

**3. CLIENT DESCRIPTION/CHARACTERISTICS**

COEDS 1, 2 & 3: All Ventura County LEA students who receive SES services, under the age of 22, and have not yet obtained a regular high school diploma, who meet any of the following criteria:

- Student with academic challenges related to behavioral or attendance difficulties

- Student with academic difficulties due to issues/stressors at home.
  - Student with poor peer interactions/relationships.
  - Student and their families at risk of SARB action.
  - Student at risk of residential placement.
- o **COEDS OPTION 1: CONTRACTOR** will provide a student and/or family identified as requiring services by their IEP team with intensive behavioral services to address student behavioral challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals. COEDS Option 1 is staffed by a Clinician who is either licensed or an intern registered with the Board of Behavioral Science (BBS) and one or more Behavioral Specialists with a bachelor's degree in a related field. Behavioral Specialists will be trained to provide COEDS Option 1 services, and will be known as the Youth Partner.
- o **COEDS OPTION 2: CONTRACTOR** will provide a student and/or family identified as requiring services by their IEP team with intensive Community Based services (home, school, etc.) to ameliorate the home and family challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals.

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a licensed LCSW or associate, or Licensed MFT or a registered Intern acting as a Family Case Manager and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

- o **COEDS OPTION 3: COEDS Option 3** services are more intensive and may be longer term than Option 2 but provide similar Community Based services, addressing needs of both student and family that keep the student from accessing their FAPE and from meeting their social/emotional IEP goals. The team includes: 1.) a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field 2.) a Parent Partner, and 3.) a Bachelor's level Youth Partner.

\*After hours On-Call Support services for Option 2 & 3 students at \$150 per student as utilized.

#### **4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION**

All services must be coordinated with ongoing SES offered in the school setting.

If this is not the case, services must be approved by LEA Special Education Director or designee as assigned. All services must be specified in the IEP.

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit a COEDS authorization form to Aspiranet COEDS with LEA cc/. For students who are reauthorized, Aspiranet COEDS will discharge the client upon expiration of the re-authorization period, sending a copy of the discharge summary to School District Special Education Administrator and/or designee as

assigned.

## 5. COEDS SERVICE OPTIONS

### COEDS OPTION 1

#### 1. PROGRAM GOALS:

- To provide the student and/or family with skills to effectively manage the behavior/s or symptom/s that are barriers to the student accessing their FAPE; and to implement and support the interventions, reinforcement and teaching of positive replacement behaviors specified in the Behavior Intervention Plan (BIP)/Comprehensive Behavior Intervention Plan (CBIP) in the home and community.

#### 2. INTERVENTION STRATEGIES:

- Teach/support student in using coping strategies to reduce impulsive behaviors.
- Teach/support student in using appropriate responses to stressful situations.
- Assist in the implementation of the BIP/CBIP at home (helping parent implement interventions, contingencies and reinforcement).
- Support regular school attendance.
- Teach and support student in use of pro-social skills and community competencies.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued.

#### 3. TREATMENT SERVICES:

- Mode of service: Community Based Services.
- Contracted units of service by type:

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2022-2023 (July 1 -June 30)	COEDS 1	4-5  With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights/weekends to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:

- Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the students; and
- Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the problem behaviors.
- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner  Clinical Supervisor  Lead Youth Partner (Supervisor)  COEDS Program Manager	<ul style="list-style-type: none"> <li>• Youth Partner will begin individual meetings with student at an average of 4-5 times per week from 1-3 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</li> <li>• Youth Partner will provide behavioral interventions to support the BIP/CBIP.</li> <li>• Monthly reviews of progress will be conducted in collaboration with COEDS Youth Partner, COEDS Clinical Supervisor, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</li> <li>• At end of hours specified on IEP, if COEDS Clinical Supervisor believes the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed.</li> <li>• Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager.</li> <li>• Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent.</li> </ul>	120 days *longer with approval of extension

Data Entry, Orientation and Discharges: The CONTRACTOR will be responsible for entering into a tracking system, within 72 hours of occurrence, Student Information, Orientation and Discharge documentation as well as documentation of services provided.

### **Procedure for COEDS 1 Referral and Authorization**

1. Intensive School Based Therapist and School District Staff complete COEDS Student Profile and forward to Aspiranet with Referral Consent form, a copy of the student's most recent IEP with Social/Emotional IEP goals, the student's Psychoeducational report including SES assessment, three months of IEP progress reports, student's BIP, and if applicable, a copy of the Intensive School Based Therapist's Individual Services Support Plan (ISSP).
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. If agreed by team, IEP to specify number of hours of each COEDS service. An end date is recommended. COEDS is included in the Offer of FAPE.
5. Initial COEDS meeting scheduled with the family at IEP meeting.
6. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with cc/ to LEA.
7. COEDS will assign the case within 48 hours to COEDS Options 1 staff. Within two weeks, Aspiranet COEDS will conduct an initial meeting and within 30 days will create the Implementation plan with the COEDS Clinician. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
8. Aspiranet COEDS will complete a COEDS Monthly Review form for each of the students. The Intensive School Based Therapist, Special Education Case Manager, COEDS Clinician, the student, their family/guardian and the Behavioral Specialist will meet monthly to review student's progress with IEP goals. The review form is to be maintained in the student's Aspiranet chart and a copy is given to the Special Education Case Manager to be kept in student's file.
9. Aspiranet COEDS will provide a monthly service log to District Administrator.
10. Services may not be less than the amount specified on the IEP.
11. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Satisfaction Survey and three month IEP progress reports). These procedures shall be completed during the initial orientation and at final meeting with the family.
12. Upon completion of specified hours of service, a service summary discharge form will be completed and submitted to the COEDS Program Manager.

13. Aspiranet COEDS to submit copy of discharge summary to LEA Special Education Director and/or designee as assigned.
14. Aspiranet COEDS will submit Service Logs, documenting hours of each service, to School District Special Education Director and SELPA Associate Superintendent monthly.

### **COEDS OPTION 2 & 3**

#### **1. PROGRAM GOALS:**

To provide the family and student with the education and skills to ameliorate the challenges facing the student in accessing their FAPE

COEDS services cannot be provided solely:

- For the convenience of the family or other caregivers, physician, or teacher;
- To provide supervision or to assure compliance with terms and conditions of probation;
- To ensure the student's physical safety or the safety of others, (e.g., suicide watch); or
- To address conditions that are not part of the student's mental health condition or do not support the student's access to FAPE

COEDS services are not for:

- Students who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day;
- Students who are not likely to be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.

#### **2. INTERVENTION STRATEGIES:**

- Assist family in finding strategies and supports for a more stable parent-child relationship and home life.
- Teach student and family conflict resolution skills.
- Model and support parent/child communication skills.
- Assist families in supporting regular school attendance.
- Teach student skills to use in the school environment that support more successful academic and social experiences.
- Assist families in identifying and accessing community resources which can help them in supporting their child.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued, and provide a two month follow up period to provide support as needed.

#### **3. TREATMENT SERVICES:**

- Mode of Service: Community Based Services.
- Contracted units of service by type.

Service Year FY 2022-2023 (7/1/22 – 6/30/23)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	8-12 Months	Parent Support Social Work Services Behavioral Interventions

\*Unit of service calculated by cost of team/student

- Location: Community based as determined by the needs of the family and child. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and child and may include nights/weekends at minimum of minutes specified in the IEP.
- Three important components of delivering COEDS 2 and 3 services include:
  - Developing a Family Support plan in collaboration with Special Education Case Manager, Intensive School Based Therapist, COEDS Team, Student and student's parents/guardian. The plan clarifies needs not being met that keep the student from meeting social/emotional IEP goals and identifying interventions and supports that will be used to address the social/emotional IEP goals.
  - 24/7 On-call Support Services to be specified on the student's IEP if needed, or to be added after consultation between COEDS Program Manager and LEA Administrator.
  - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the student.



Option	Staff Assigned	Service Provided	Avg. Duration
Option 2	Parent Partner  Family Case Manager  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Development of Family Strengths Assessment</li> <li>• Development of Safety and Crisis Plan and resources</li> <li>• Development of Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on implementation of social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Provide support for family with accessing community based supports and resources</li> <li>• Provide support for family with coordination of service providers</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding and coping with the special needs of their child and providing parents with information about child development</li> <li>• Connect student with educational, behavioral, and vocational community supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA</li> </ul>	6-8 months *based upon IEP team decision

Option	Staff Assigned	Service Provided	Avg. Duration
Option 3	Parent Partner  Family Case Manager  Youth Partner* *(to provide implementation of behavioral interventions)  Lead Youth Partner  Lead Parent Partner  Lead Family Case Manager  Clinical Supervisor  Program Manager	<ul style="list-style-type: none"> <li>• Develop Family Strengths Assessment</li> <li>• Develop Safety and Crisis Plan and resources</li> <li>• Develop Comprehensive Individualized Family Support Plan</li> <li>• Follow through with all team members on social/emotional IEP goals</li> <li>• Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month)</li> <li>• Foster the inclusion of informal supports</li> <li>• Develop parenting skills</li> <li>• Provide behavioral interventions in the home/community to be supplemental to those provided in school and as agreed upon by Special Education Case Manager, Intensive School Based Therapist, student and family and COEDS team monthly at scheduled School FST</li> <li>• Provide parenting education</li> <li>• Assist parents in understanding the special needs of their child and providing parents with information about child development</li> <li>• Support student with educational, behavioral, and vocational community supports and resources</li> <li>• Assist family in accessing community-based supports and resources</li> <li>• Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA.</li> </ul>	8-12 months *based upon IEP team decision

**Procedures for COEDS Option 2 & 3 Referral and Authorization**

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, three months of IEP progress reports, Individual Services Support Plan (ISSP) (if applicable), most recent psycho- educational assessment report including ERSES Assessment, and for Option 3, BIP/CBIP.
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS to assign team to attend IEP meeting and schedule initial COEDS meeting, if IEP team agrees.
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP, but there are no minimum hours of service.) An end date is recommended. COEDS services are noted in the Offer of FAPE.
5. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with LEA copied.
6. An initial contact will be attempted within 72 hours of services being added to student's IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager, and or District Representative, if unable to make contact.
7. Aspiranet COEDS shall attempt to conduct an initial meeting with family within 7 days of IEP meeting adding services, to provide orientation, review IEP goals and family needs, complete releases to permit consultation with involved agencies and to evaluate student/family capacity to engage in any other services. Initial meetings may be conducted after 7 days at a family's request and the reason for the delay will be noted in case documentation.
8. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
9. Aspiranet COEDS shall develop, in collaboration with the student, family, Special Education Case Manager and Intensive School based Therapist, a strength-based family support plan within 60 days of enrollment. The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
10. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.

11. Aspiranet COEDS shall provide a copy of the weekly minutes from the Family Support Team Meetings to Special Education Case Manager to be placed in the student's file.
12. Aspiranet COEDS to provide the number of hours of Social Work Services and Behavioral Intervention Services as specified on the IEP.
13. If Aspiranet COEDS feels additional hours are needed, will communicate with Special Education staff about convening an IEP meeting to discuss the need. IEP will be revised if agreed upon by team.
14. Parent supports will be provided as needed.
15. IEP will convene every 6 months to review COEDS services.
16. Aspiranet COEDS representative to attend all IEP meetings.
17. Aspiranet COEDS shall establish and implement procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse and neglect. Such compliance is required even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions code, to report such abuse or neglect.
18. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Matrix Scale, three month IEP progress reports and Satisfaction Survey). These procedures shall be completed during the initial orientation and at final meeting with the families.
19. When IEP team agrees services are no longer needed, a service summary discharge form is to be completed and submitted to the LEA Special Education Director and/or designee as assigned and the Associate Superintendent.
20. Service Logs, documenting hours of each service, will be forwarded to special education Case Manager and School District Administrator.

## 6. FUNDING OF SERVICES

- a) LEA agree to reimburse CONTRACTOR for the provision of all COEDS services which it provides pursuant to a student's individualized education program.
- b) Payment and Expenses. All payments due to CONTRACTOR are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between VCOE/ SELPA and LEA.
- c) **EPSDT FUNDING**
- d) If the student is Medi-Cal eligible, Aspiranet COEDS will bill Medi-Cal units to offset the costs for LEA up to maximum EPSDT funded amount. Example of Medi-Cal services possibly billed include: Case Management, Collateral and Rehabilitation services.
- e) If the student is Medi-Cal eligible, the initial entry and admission into the system will be done by Aspiranet COEDS using the AVATAR system. If initial admission was done already by another agency, an update to the existing data will be done by Aspiranet COEDS.
- f) If Medi-Cal eligible, the discharge will also be entered into the Electronic Medi-Cal records by Aspiranet COEDS using the AVATAR system.
- g) Aspiranet COEDS shall negotiate and execute a contract with the County's Behavioral Health Department (BHD) for payment of Medi-Cal and EPSDT eligible services such as mental health services, case management, etc. that may be needed for certain COEDS students.
- h) Aspiranet COEDS shall comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
- i) Any service provided by Aspiranet COEDS will be entered into the AVATAR system within 72 hours of service provision.

## 7. SCHEDULE OF FEES

**COEDS I:** The cost of this service is described below:

<b>Staff Type</b>	<b>Unit type</b>	<b>Cost per unit type</b>
1. Licensed Clinician or Intern	Hour of service	\$55.00/hr
2. Student Behavioral Specialist	Hour of Service	\$50.00/hr

\*Not to exceed maximum total amount specified on IEPs.

**COEDS 2 and 3:** The cost of services described below – in groups of 8 or less students and/or per student in each Option.

<b>Staff Type</b>	<b>Unit type</b>	<b>Cost per unit type</b>
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students)  Per student cost if less than 8 Option 2	\$3,690/week  <b>\$461/week per student</b>
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students)  Per student cost if less than 8 Option 3	\$7300/week serving up to 8 students  <b>\$912.50/week per student</b>
24/7 On-Call Support Services *as needed		\$150.00/wk/student

## **8. BILLING**

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Additional teams will be hired with SELPA and LEA's approval and billed for the full cost of the team/student prorated to when team/student started in any particular month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.

## **9. NON ENGAGEMENT**

Aspiranet COEDS staff will inform school districts of clients/families that are not engaged in services through submission of Service Logs, during monthly SFST meetings, and monthly Regional meetings. During this time, all assigned staff members and/or identified COEDS staff member will continue to reach out to the clients/families to offer services, attend IEP meetings, and collaborate with the school team and school district. After 30-days of consistent non-engagement (i.e., not agreeing to meetings, not returning communication) that is not due to illness, vacation, or hospitalization, the school district will decide if they wish to: 1) continue to have all assigned staff members continue to attempt to engage client/caregivers in service weekly and document their attempts (continue weekly rate identified based on Option), 2) continue to have one staff member attempt to engage client/caregiver in service weekly, document attempts and remove any remaining assigned staff from case (\$150 a week cost), or 3) remove client from COEDS service and reassign all staff assigned to case (no longer bill for client). If the client had previously been removed from services and requests to re-engage in services, staff will be assigned to the client with attempt to reassign team members if they are available and the client/family prefers.

## **10. REPORTING REQUIREMENTS**

Aspiranet COEDS shall submit quarterly cumulative performance reports to the LEA Contract Monitor. Reports are due within 15 days after the end of the month and will be presented to the ERSSES Oversight Committee.

## **11. MEETINGS/COMMUNICATIONS**

- o The Primary Contact is the LEA Special Education Director or designee and the Director of Personnel Development Ventura County SELPA. The Director shall meet twice monthly with VCBH Designated Contract Monitor and Aspiranet COEDS representatives for the contract term. The purpose of these meetings shall be collaborative case management and problem-solving on behalf of the LEAs.
- o Monthly Regionalized meeting.

## **12. DESIGNATED CONTRACT MONITOR**

SELPA Associate Superintendent will meet as needed with Aspiranet Management to oversee implementation of the contract, discuss contract issues, evaluate contract usage and effectiveness, discuss possible expansion of COEDS program, and make recommendations for contract modifications as needed and agreed upon by both the Contract Monitor and the Aspiranet COEDS.

### **13. PRIVACY**

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 104-191, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

### **14. STUDENT DATA PRIVACY**

CONTRACTOR, VCOE/SELPA and LEA acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the VCOE/SELPA pursuant to compliance with all applicable statutes, including the FERPA, Protection of Pupil Rights Amendment (PPRA) 20 U.S.C. 1232h; Children's Online Privacy Protection Act (COPPA), 15 U.S.C. 6501-6506, Student Online Personal Information Protection Act (SOPIPA) found at California Business and Professions Code section 22584, AB 1584, found at the California Education Code Section 49073.1 and other applicable California State laws which may be amended from time to time.

### **15. INDEMNIFICATION**

To the fullest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless VCOE/SELPA, and LEA its governing board, officers, administrators, managers, agents, employees, independent CONTRACTORS, subcontractors, consultants, and/ or volunteers from and against any and all, claims, demands, costs, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or those of any of its officers, agents, employees, participants, vendors, customers, or subcontractors of the CONTRACTOR, whether such act or omission is authorized by this MOU or not. CONTRACTOR also agrees to pay for any and all damages to real and personal property of the VCOE/SELPA and LEA, or loss or theft of such property, or damage to the property done or caused by such persons. VCOE/SELPA and LEA assumes no responsibility whatsoever for any property placed on VCOE/SELPA and LEA premises by CONTRACTOR, CONTRACTOR agents, employees, participants, vendors, customers, or subcontractors. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/SELPA and LEA. The provisions of the indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the VCOE/SELPA and LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This indemnification provision shall survive the term of this MOU and is in addition to any other rights or remedies that CONTRACTOR, VCOE/SELPA or LEA may have under law and/or the MOU.

### **16. REQUIRED INSURANCE**

- a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that CONTRACTOR is legally self-insured for its general liability, property damage, and abuse and



molestation risk for one million dollars (\$2,000,000.00) per occurrence and two million dollars (\$4,000,000.00) aggregate. CONTRACTOR's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the CONTRACTOR or its Providers or any person acting for the CONTRACTOR or under the CONTRACTOR'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this Agreement.

- b. Workers Compensation Insurance: CONTRACTOR is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance covering its Providers in the following amounts:  
**Mental Health Services: \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate**
- d. Automobile Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. CONTRACTOR will provide to VCOE annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with VCOE on or before commencement of Services under this Agreement.
- g. VCOE Named as Additional Insured. CONTRACTOR'S and any and all of its Provider's commercial general liability insurance shall name VCOE, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by CONTRACTOR and its Providers 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 Agency and Provider for all claims made.
- i. Failure to Procure Insurance. Failure on the part of CONTRACTOR or its Providers to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Agreement.

**17. LEGAL FEES**

In the event CONTRACTOR and/or its Agency is named as a party to a due process hearing, LEA will pay for the legal fees incurred by CONTRACTOR and/or its Agency.

**18. NON-EXCLUSIVITY**

During this term of this MOU, VCOE/SELPA and LEA may, independent of its relationship with CONTRACTOR, and without breaching this MOU or any duty owed by CONTRACTOR, contract with other individuals and entities to obtain the same or similar services as CONTRACTOR and its Providers are rendering for VCOE/SELPA and LEA's.

**19. INTEGRATION**

This MOU represents the entire understanding of VCOE/SELPA, LEA and CONTRACTOR as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This MOU may not be modified or altered except in writing signed by all parties hereto.

**20. LAWS AND VENUE**

This MOU 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 MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

**21. FORCE MAJEURE**

In the event that the delay or failure of a Party to comply with any obligation created by this MOU results from force majeure, all obligations of both Parties under this MOU shall be suspended for so long as the force majeure condition continues. If the delay or failure caused by such force majeure condition shall continue for more than thirty (30) days, either Party shall have the right to terminate this MOU by giving notice to the other Party of its election to terminate, without thereby incurring any obligation to compensate the other Party. For the purposes of this MOU, the term "force majeure" shall mean any event beyond the control of either of the Parties, including, without limitation, fire, flood, geological disaster, riots, strikes, epidemics, war (declared or undeclared, and including the continuation, expansion, or new outbreak, of any war or conflict in effect as of the date of execution of this MOU), embargoes, and governmental actions or decrees, whether or not made as a result of war.

**22. THIRD PARTY RIGHTS**

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than VCOE/SELPA, LEA and CONTRACTOR.

**23. SEVERABILITY**

The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

**24. TERM**

This MOU shall be in effect from July 1, 2022, through June 30, 2023. This MOU shall terminate as of the close of business on June 30, 2023. However, this MOU may be extended by mutual written

agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

## **25. DISPUTE RESOLUTION**

CONTRACTOR, VCOE/SELPA and LEA agree that the following process will be used to address disputes on the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, CONTRACTOR, VCOE/SELPA and LEA will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding CONTRACTOR, VCOE/SELPA and LEA mediation. The parties will use the following process:

- a) A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the agency initiating the dispute to the non-initiating party and the mediator.
- b) If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the mediator be contacted to schedule a mediation-between the agencies.
- c) No later than thirty (30) calendar days after mediation a resolution plan between the two agencies will be developed.
- d) The responsible CONTRACTOR, VCOE/SELPA and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e) The costs for this service shall be shared equally between the CONTRACTOR, VCOE/SELPA and LEA.

## **26. IMPLEMENTATION RESPONSIBILITY**

The signatories of this MOU or their designee shall be responsible for assuring the agreements included in this MOU are implemented.

Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers in the County of Ventura, California.

[INSERT LEA]

ASPIRANET

BY



(authorized signature)

Wael Saleh, Assistant Sup.

(print name and title)

9.30.2022

Date

BY

(authorized signature)

(print name and title)

Date

10.7





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Contract with Therapy Travelers
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	53,958.00
Budgeted	Yes
Budget Source	Medi-Cal/Special Education Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Due to a shortage in qualified Instructional Specialist for Behavior applying directly to the district for the position and in order to meet the social and behavioral needs of our students, the Pupil Personnel Services Department has found it necessary to contract with Therapy Travelers for an Instructional Specialist-Behavior for 5.75 hours per day until the vacancy is filled.

The contracted Instructional Specialist-Behavior will be held to the same standard as district employees and will be provided training to ensure that they are able to meet the needs of staff and students. The contracted Instructional Specialist- Behavior will attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[Confirmation Agreement for Natalie Therapy Travelers.pdf \(92 KB\)](#)

### 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 Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on <sup>10/20/22</sup> ~~September 23, 2022~~ by and between TherapyTravelers and Rio School District collectively referred to herein as "the Parties." The Parties agree to the below:

Therapist Name:	Natalie Mondschein, BI
Start Day & Date:	<del>Friday, 10/7/2022</del> 10/21/2022
Time to Arrive:	<del>9:00:00 AM</del> 8:00 - 2:15 (30 min unpaid lunch included)
First Day Location:	<del>TBD</del> District office
Report to Person:	<del>TBD</del> Nadia Villapudua
School Assignment:	Supporting all sites
Weekly Work Schedule:	Monday through Friday, 8:00AM to <sup>2:15</sup> 1:45 PM (no lunch, 15 min paid breaks)
Assignment Dates:	October 3, 2022 to June 16, 2023 10/21/2022 - 6/16/2023
Approved Time Off:	None Discussed
Guaranteed Hours:	28.75, 5.75 per day
Cancellation Notice:	20 working days
Bill Rate:	\$68.00
Overtime/Holiday Rate:	\$102.00
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 USA
District Telephone Number:	(805) 485-3111
District Department Director Name:	Nadia Villapudua
Estimated Caseload:	20-30
Timesheet Approver Email Address and Name:	nvillapudua@rioschools.org Nadia Villapudua
Billing Info:	1800 Solar Drive, Oxnard CA
Billing Address:	<del>2500 E. VINEYARD AVE., OXNARD, CA, 93036</del>
Billing Telephone Number:	805-485-3111
Billing Contact Info:	Heather Peña
Billing Email Address:	hpena@rioschools.org

**Supervision/Materials/Equipment:** Client will provide appropriate supervision, materials and equipment to therapist.



# TherapyTravelers

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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 ten (10) 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.

Rio School District		TherapyTravelers
Name:		Name:
Print:		Print: Carol Cheney
Title:		Title: President
Date:		Date:

10.8





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Contract with ProCare Therapy for Speech & Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	66,256.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Due to a shortage in qualified Speech and Language Pathologist applying to the District and in order to provide make-up speech/language service minutes to students, the Pupil Personnel Services Department has found it necessary to contract with ProCare Therapy for a part-time Speech and Language Pathologist to deliver virtual speech/language services for Rio del Norte for the 2022-2023 school year. A contract with this agency was already approved at the August 17, 2022 board meeting and therefore only the addendums are being submitted for consent.

The contracted Speech Pathologists 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 Speech Pathologist will be invited to attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

ProCare Contract for SLP for Norte (Part Time) (1).pdf (131 KB)

### Administrative Content

### Executive Content

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## ADDENDUM A Terms of Teleservices Assignment

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

### Assignment Details

New Direction Solutions, LLC dba ProCare Therapy LLC will contract with VocoVision for the provisions of telepractice services to Client. Client will pay ProCare Therapy LLC for the hours worked by Telepractitioner under the following terms:

<b>Telepractitioner:</b>	Marcy Bushman		
<b>Client:</b>	Rio School District		
<b>Assignment Start Date:</b>	10/17/2022	<b>Assignment End Date:</b>	06/16/2023
<b>Position:</b>	SLP		
<b>Hours per Week:</b>	20		
<b>Bill Rate per Hour</b>	\$ 101	<i>Bill Rate is all-inclusive<sup>(a)</sup></i>	
<b>Technology Fee:</b>	\$ 0		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

**Miscellaneous:** Not Applicable

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by ProCare Therapy or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to ProCare Therapy upon start date.
- c) Client agrees to approve Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify ProCare Therapy in writing within three (3) business days of alleged failure. Client's failure to notify ProCare Therapy in writing within three (3) days period shall negate any Client invoicing dispute.

**Rio School District**

**PROCARE THERAPY**

Rebecca Rocha 10/10/22  
Client Representative Signature Date

DocuSigned by:  
Kelly Patterson 10/4/2022  
ProCare Representative Signature Date

Rebecca Rocha  
Print Name

Kelly Patterson  
Print Name

Director of Human Resources  
Title

Senior Director Of Educational Resources  
Title



**ADDENDUM B  
Teleservices Provisions**

**Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:

- (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
- (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
- (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
- (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder, and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
- (e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

**Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment, and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

**Administrative Responsibilities.** Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

**Rio School District**

**PROCARE THERAPY**

Rebecca Rocha      10/6/22  
Client Representative Signature      Date

DocuSigned by:  
Kelly Patterson      10/4/2022  
ProCare Representative Signature      Date

Rebecca Rocha  
Print Name

Kelly Patterson  
Print Name

Director of Human Resources      Senior Director Of Educational Resources  
Title      Title





**ADDENDUM C  
Duties and Responsibilities**

**Duties and Responsibilities**

The duties and responsibilities of a Telepractitioner include, but are not limited to the following:

- Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- Complies with state and federal regulations to maintain student privacy and security.
- Facilitates behavior management strategies in students as appropriate.
- Provides information and counseling to families and school personnel as needed

**Rio School District**

**PROCARE THERAPY**

Rebecca Rocha                      10/6/22  
 Client Representative Signature                      Date

DocuSigned by:  
Kelly Patterson                      10/4/2022  
 Procare Representative Signature                      Date

Rebecca Rocha  
 Print Name

Kelly Patterson  
 Print Name

Director of Human Resources  
 Title

Senior Director Of Educational Resources  
 Title



**ADDENDUM D  
VocoVision Equipment Policies**

**VocoVision Damaged Equipment Policy**

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Please initial *RR*

**Packaging**

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Please initial *RF*

10.9





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.9 Approval of Rio Vista Middle School Field Trip to CASL State Convention
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of overnight field trip to Santa Clara, CA.

### 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 Vista Middle School’s field trip to Santa Clara, CA for the CASL State Convention for Leadership Students on April 13 - April 15, 2023. The trip is open to up to 16 interested Rio Vista ASB Leadership students, along with their advisor. The three-day trip includes hotel accommodations, all meals, and access to all conference functions, seminars, and sessions. There are also after-hours scheduled activities to keep the students occupied and in a specified place all the way up until bedtime. While attending the conference, students will interact with other student leaders from across the state of California, gaining valuable insight into how other schools’ Leadership programs are run, ideas for school activities, and developing greater leadership skills. There will also be featured guest speaker segments at each of the general sessions, allowing students to hear from well-known and highly sought-after motivational speakers with inspirational leadership messages. The organization putting on this conference is CADA/CASL (California Association of Directors of Activities / California Association of Student Leaders), which is the largest organization of school activities directors and leadership students in the country. Their highly trained staff and peer mentors will ensure all attendees have a worthwhile experience. The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Transportation is to-be-determined based on the amount of sign-ups, but will be paid for out of ASB’s general account.

It is recommended that the Governing Board approves this field trip on April 13 - April 15, 2023 to Santa Clara, CA for the CASL State Convention. The purpose of this activity is to enrich students’ lives and continue developing their leadership skills by extending their education, as well as their contributions, to a statewide level and allowing the entire state of California to experience the Leadership program Rio Vista has to offer.

The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. \$500 per full-paying participant.

**Administrative Content****Executive Content**

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**10.10**







### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.10 Approval of Rio Del Valle Middle School and Rio Vista Middle School Field Trip to Washington, D.C.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Dollar Amount	12,500.00
Budgeted	No
Budget Source	ASB Fundraising
Recommended Action	Staff recommends board approval of out-of-state travel to Washington, D.C.

### 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 del Valle Middle School and Rio Vista Middle School's field trip to Washington, D.C. on April 3 - April 7, 2022. In all, 36 current Rio students, 5 former Rio students, and 10 adult chaperones (including 4 Rio staff) will be part of the trip. The five-day trip includes Washington D.C., the surrounding area, and the Gettysburg battlefield in Pennsylvania, all facilitated by WorldStrides, a student travel company with over 50 years of experience providing an all-inclusive trip transportation to and from airports, round trip airfare, hotel, three meals per day, and certified tour guides. Students will visit sites such as the White House, Smithsonian Museums, the Capitol, Arlington National Cemetery, Mt. Vernon, and many others. The program is based on national curriculum standards and promotes higher order thinking. Certified course leaders challenge students to assess and apply what they are learning through first-hand experience so they take away the most from the program. Committed to helping teachers teach and helping students learn, WorldStrides offers a variety of programs for students. Accreditation recognizes educational institutions for performance, integrity, and quality that entitle them to the confidence of the educational community and the public. WorldStrides is accredited by the Northwest Association of Accredited Schools using high standards similar to those used to accredit a school before it opens. The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Transportation will be provided by a commercial airline carrier and is organized by WorldStrides.

It is recommended that the Governing Board approves this field trip on April 3 - April 7, 2022 to Washington, D.C. 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.

The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Approximately \$2,500 per full-paying participants (FPP) (x45) =

\$112,500

## **Administrative Content**

## **Executive Content**

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10.11





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.11 Approval for Teachers to attend the NAEA National Convention April 13-15, 2023 in San Antonio, TX
Access	Public
Type	Action (Consent)
Dollar Amount	4,000.00
Budget Source	Title II
Recommended Action	Staff recommends approval.

### Public Content

Speaker: John Puglisi, Ph.D., Superintendent

#### Rationale:

The National Art Education Association (NAEA) is the flagship organization for professional art educators, art leaders, and advocates. Every spring, NAEA offers a national convention where professionals can share their knowledge regarding best practices. Attendance at these conventions are pivotal for all, and offer opportunities for reflection and growth. This year, the 2023 NAEA convention is being held April 13th - 15th in San Antonio, Texas. This is the first time the conference is being held during Rio School District's spring break. To satisfy Standard 6 (Developing as a Professional Educator) of the California Standards for the Teaching Profession, the full-time art educators of the Rio School District request admittance to the NAEA 2023 national convention. We feel participation at the convention will offer insight into our individual curriculums and further support our collaboration efforts across the district.

### Administrative Content

### Executive Content

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10.12







### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.12 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Not applicable
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

#### Rationale:

Education Code Section 35186 (d) requires a school district to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. The attached report is presented to the Governing Board for approval.

[Quarterly complaint form for October 2022.pdf \(252 KB\)](#)

### Administrative Content

### Executive Content

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*members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.*

Quarterly Report on Williams Uniform Complaints  
 [Education Code Section 35186]  
 Fiscal Year 2022-23

District: Rio School District  
 Person completing this form: John Puglisi  
 Title: Superintendent

Quarterly Report Submission Date:  October 31, 2022 (7/1/22 to 9/30/22)  
 (check one)  January 31, 2023 (10/1/22 to 12/31/22)  
 April 28, 2023 (1/1/23 to 3/31/23)  
 July 31, 2023 (4/1/23 to 6/30/23)

Date for information to be reported publicly at governing board meeting: October 19, 2022

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	1
Totals	0	0	1

John Puglisi  
 Name of District Superintendent

\_\_\_\_\_  
 Signature of District Superintendent



10.13





**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.13 Contract with 360 Degree for School Psychologist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	124,960.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends approval.

**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 360 Degree Customer Inc. for a full time School Psychologist 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.

[360 Degree School Psychologist Contract.doc.pdf \(111 KB\)](#)

**Administrative Content**

**Executive Content**

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## PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Oct 7th, 2022, between the Rio School District (hereinafter referred to as RSD) located at 1800 Solar Drive, CA 93030 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

- A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The School Psychologist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings.

*Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.*

- B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

- C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows:  
Consultant's Fee :

- a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

### D. GENERAL TERMS AND CONDITIONS

#### 2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

- c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. **NON-DISCRIMINATION** No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. **CONFLICT OF INTEREST** Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. **LICENSE AND AUTHORITY:** The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. **EQUIPMENT AND FACILITIES** RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. **ASSIGNMENT** Without the written consent of the RSD, this agreement is not assignable by the Consultant.
7. **NON-SOLICITATION OF EMPLOYEES:** RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
8. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. **TIME.** Time is the essence of this agreement.
10. **GOVERNING LAW.** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. **WITHHOLDING.** The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

12. **CHANGES OR ALTERATIONS.** No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.
13. **HEADINGS.** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. **TERMINATION.** The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.
15. **AMBIGUITY.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. **COPYRIGHT.** Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

**E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum -A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.

MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

**F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES** This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

**G. CONTRACT INITIATOR (RSD Representative)**

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Branch / Dept.: \_\_\_\_\_  
Address (or Mail Code): \_\_\_\_\_

\_\_\_\_\_  
Phone / Fax: Ph: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONSULTANT**

Signature: \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Title: CEO  
Company Name & Address: 360 Degree Customer Inc  
473 Sapena Court # 7 Santa Clara, CA 95054

Phone / Fax: Ph 408-406-7253.Fx 408-719-9900  
E-Mail Address: gulneesh@360customer.com

**ADDENDUM – A**

**Term: 2022- 2023**

**Name: Marvin Seay**

**Title: School Psychologist**

**Rate : \$128.75/ hour**



10.14







### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.14 Non Public School – Passageway School
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	20,205.90
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

This is a ratification to the Passageway School (NPA) contract approved by the board on June 29, 2022. Additional services were added to the student's Individualized Education Program (IEP) and overall NPA costs increased. This contract is effective July 1, 2022 through July 30, 2023. Approval is needed for an additional \$ 20,205.90.

In order to meet the very significant social/emotional/and behavioral needs of the student and implement the student's Individualized Education Program (IEP), the student requires placement in a Non Public School in Newbury Park, C

### 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.*

10.15





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.15 Ratification of EverDriven Technologies, LLC contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	70,000.00
Budgeted	Yes
Budget Source	ARP-HCY I, ARP-HCY II and Special Education funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

In order to be in compliance with the transportation requirements of McKinney-Vento students to their school of origin as well as ensure compliance with transportation needs on students' individualized education plans, the PPS department has found it necessary to supplement our existing transportation services with a contract with EverDriven Technologies to provide transportation services for the 2022-2023 school year. A ratification is being sought due to new needs that have arisen that require a contract with a higher amount limit.

EverDriven Contract.pdf (397 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 THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT ("Agreement") is entered into as of 09/12/2022 between EverDriven Technologies, LLC. ("Contractor") and ~~EverDriven Technologies~~ (the "District"), with the following facts:

Rio School District

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Contractor Services**

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

For as long as this agreement is in effect, Contractor shall be the exclusive provider of alternative transportation for the District. In the event Contractor is unable to guarantee service, District may contract with other providers to fulfill alternative transportation needs.

**2. Term**

The initial term of this Agreement shall commence on 09/12/2022 and end on 09/13/2023. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions, with the exception of any potential rate adjustments (see Adjustment of Rates section), unless either party provides the other with not less than thirty (30) days prior written notice.

**3. Fees for Service**

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant

week. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

**4. Adjustment of Rates**

The rates established in this Agreement shall be subject to a three (3) percent increase once each year.

**5. Trigger to Renegotiate**

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

**6. Force Majeure**

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

**7. Vehicles**

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

**8. Student Damage to Vehicles**

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractor shall be required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.



**9. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**10. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**11. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

**12. Drug and Alcohol Testing**

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

**13. Assignment of Contractor's Rights**

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

**14. Indemnification**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the District and/or

"sole" 4/10/2022

Contractor and/or any student(s), in connection with the ~~gross~~ negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

District hereby agrees to indemnify and hold the Contractor, its directors, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the Contractor and/or District and/or any student(s), in connection with the ~~gross~~ negligence of the District pursuant to this Agreement.

"sole" 4/10/2022

**15. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**16. Non-Solicitation**

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

**17. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Rio School District  
Nadia Villapudua  
Director of pupil Services  
Phone: 805 - 485 - 1442  
Email: nvillapudua@rioschools.org

**To Contractor:** Megan Carey, Chief Development Officer  
EverDriven Technologies, LLC.  
5680 Greenwood Plaza Blvd., Suite 550S  
Greenwood Village, CO 80111  
Phone: 877-225-7750; Fax: 888-252-4342  
Email: everdriven@everdriven.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**18. Entire Agreement**

This Agreement, and its Attachments which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**19. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**20. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

**21. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**22. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**23. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**DISTRICT**

By: Wael Saleh, Assistant Sup.

Title: \_\_\_\_\_

Signed: Wael Saleh

Date: 9.12.2022

**CONTRACTOR**

By: Megan Carey

Title: Chief Development Officer

Signed: Megan Carey

Date: 9/16/2022

## ATTACHMENT 1 - Fees for Service

The Contractor will charge the District a **\$90 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
<b>Trip Fee</b> (includes first 12 miles)	<b>\$90.00</b>
<b>Per Mile Fee</b> (after the first 12 miles)	<b>\$2.50</b>
<b>Additional Fees (as needed/requested):</b>	
<b>Wheelchair Fee</b> (per student)	<b>\$25.00</b>
<b>Car Seat/Safety Vest Fee</b> (per student)	<b>\$5.00</b>
<b>Wait Time Fee</b> (per hour, billed in 15 min. increments)	<b>\$60.00</b>
<b>Monitor Fee</b> (per hour, 2-hour minimum)	<b>\$25.00</b>
<b>No Show or Late Cancel</b>	<b>Full Price of Trip</b>

**Definitions:**

**Trip:** A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

**Additional Fees:** Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24 hour notice to remove a student from the route.

**4. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor**

### **No-Shows & Late Cancels**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

### **Protocols for No-Shows:**

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

### **Student Removal / Student Cancellation:**

#### **Permanent Removal of Student from Route:**

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

**Impact:**

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

**Billing:**

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

**Cancellations/Temporary Removal:**

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

**Impact:**

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

**Billing:**

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.



## **ATTACHMENT 3 – Multi-District Billing: An Explanation**

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

### **Proration of Trip Fees – EverDriven’s Three Step Process**

#### **1. Stand Alone District Trips:**

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

#### **2. Multi-District Trips**

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

#### **3. Proration of Costs for Multi-District Trips**

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

#### **4. No Shows and Cancellations:**

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

#### **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

#### **6. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

**ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.**

**As required by the District, prior to beginning services transporting students for the District:**

**Subcontracted drivers shall have a criminal history record check that is free of convicted offense(s) of a felony.**

**Subcontracted drivers shall utilize identification badges during trip service.**

**ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.**

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication and Stress Management
- Americans with Disabilities Act
- Service Animals
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
- Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
- Wheelchairs
- Emergency and Evacuation Procedures
- Driver/Passenger Sexual Improprieties

**ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.**

**As required by the District, prior to beginning services transporting students for the District:**

**Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.**

**Vehicles operated by subcontracted drivers will be clean at all times during service.**

**Vehicles operated by subcontracted drivers shall be marked with a window placard.**

**Customer Name:** Rio School District

(Please complete this form and return as soon as possible)

**To whom should contract notices be sent?**

Name & Title: Nadia Villapudua

Address: 1800 Salar Drive

City: Oxnard State: Ca Zip: 93030

Email: nvillapudua@rioschools.org Fax: 805-981-2140

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: Heather Pena

Email: hpena@rioschools.org

Phone: 805-485-3111 ext. 2106 Fax: \_\_\_\_\_

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: Nadia Villapudua Director of Pupil Services

Email: nvillapudua@rioschools.org

Phone: 805-485-1442 Fax: 805-981-2140

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: Nadia Villapudua Director of Pupil Services and Oscar Hernandez

Email: nvillapudua@rioschools.org and Ohernandez@rioschools.org

Phone: 805-485-1442 Emergenc  
y Phone: 805-485-3111 ext. 2131

**Who should we email the No-Show Report to each morning?**

Name & Title: Nadia Villapudua Director of Pupil Services and Mari Rugerio Department Mgr.

Email: nvillapudua@rioschools.org and mrugerio@rioschools.org



10.16







**Agenda Item Details**

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.16 Contract with AMN Healthcare for Speech & Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	122,900.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

**Public Content**

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

**Rationale:**

Due to a shortage in qualified Speech and Language Pathologist applying directly to the district for positions 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 AMN Healthcare for a full time Speech and Language Pathologist to deliver virtual services for Rio del Norte for the 2022-2023 school year.

The contracted Speech Pathologists 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 Speech Pathologist will be invited to attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

AMN Healthcare Contract for SLP Norte.pdf (458 KB)

**Administrative Content**

**Executive Content**

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## EDUCATION HEALTHCARE STAFFING AGREEMENT

This Education Healthcare Staffing Agreement together with all applicable Service Line Exhibits (collectively, the "Agreement") is entered into by and between Rio School District ("Client") and AMN Healthcare, Inc. ("Agency") on September 21, 2022 for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

- 1. DESCRIPTION OF SERVICES.** Agency will use its best efforts to recruit qualified Clinicians to staff Client's facility(ies) from Agency and/or Agency's direct and indirect subsidiaries in accordance with Client's specifications. It is Agency's policy not to use subcontractors. The one or more attached Service Line Exhibits ("Service Line Exhibit(s)") set forth the specific services to be furnished by Agency for the applicable service line, together with current fees for these services and other terms specific to such service line. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and to utilize the Clinicians in accordance with all applicable laws, rules and regulations, and (B) shall provide and be responsible for all oversight of Clinicians in connection with the temporary professional services provided by Clinicians for Client.
- 2. COMPENSATION TO AGENCY.** Client agrees to pay for services rendered under this Agreement in accordance with the Service Line Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Agency, including but not limited to, sales/use tax, excise tax and gross receipts tax. Should Agency be required to pay a Clinician any wage/hour penalty as required by federal or state law, such penalty shall be billed to Client at the applicable rate. The rate schedules set forth in the Service Line Exhibits include (i) the amounts payable by Client to Agency for the services performed by Agency, and (ii) fees to be paid to each Clinician. The portion of the rate payable to Agency will vary depending upon amounts payable to Clinician. Such variation will not affect the amounts reflected in the rate schedules. Clinicians are paid one hundred percent (100%) of the agreed upon rate, subject to tax withholdings as required by law. The parties acknowledge that they have a reimbursement arrangement with respect to housing and meals. The reimbursement amount is included in the fee Client pays for services, except as otherwise specifically stated herein. Agency will provide substantiation of the reimbursement amount. Amounts reimbursed by Client may be subject to tax deduction limitations.
- 3. GOVERNMENT MANDATED COST INCREASES.** If at any time during the term of this Agreement, Agency is required to increase its employees' compensation (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its compensation costs as a direct result of any law, determination, order or action by a governmental authority or government insurance benefit program, Client agrees that Agency may increase the bill rates proportionately so as to place Agency in the same position it was in prior to such law, determination, order or action. Client shall pay such increased bill rates upon Agency's provision of 30 days notice of such increase.
- 4. MEDICARE ACCESS.** In compliance with Section 420.302(b) of the Medicare regulations, until the expiration of four years after the furnishing of the services provided under this Agreement, Agency will make available to the Secretary, U.S. Department of Health and Human Services, the U.S. Comptroller General, and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services.
- 5. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws. Client will promptly investigate allegations of discrimination, harassment and retaliation and will report to Agency any suspected discrimination, harassment and/or retaliation either by or against Clinicians immediately.

Client shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Clinician or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, retaliation, or violation of any federal, state or other governmental statute or regulation.

**6. ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement and each executed Service Line Exhibit contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties and shall take precedence and control over any terms set forth in a group purchasing agreement under which Client may be a participating member. No amendments to this Agreement (including a Service Line Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Education Healthcare Staffing Agreement, on the one hand, and a Service Line Exhibit on the other hand, this Education Healthcare Staffing Agreement shall control unless the conflicting provision in the Service Line Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Education Healthcare Staffing Agreement. In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Agency in collecting delinquent amounts, including collection agency fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in the County of Dallas, Texas for any action arising under this Agreement.

**7. INSURANCE AND SAFETY LAWS.** At Client's request, Agency will provide certificates evidencing its worker's compensation, general liability and professional liability insurance coverage. Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the period of a Clinician's assignment under Client's supervision, including but not limited to Joint Commission regulations relating to orientation and evaluation and HIPAA regulations. While Agency will give each Clinician a safety and standards manual relating to safety, universal precautions, occupational exposure to bloodborne pathogens, other safety issues and HIPAA regulations, Client will also provide each Clinician with all necessary site-specific training, orientation, equipment and evaluations required by federal, state or local occupational safety laws or rules, including Joint Commission and HIPAA, for members of Client's workforce. Further, Client will only assign Clinicians to work in the clinical specialty areas in which they are professionally qualified and oriented to work. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of a Clinician, Client shall provide Agency written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim.

**8. CONFIDENTIAL INFORMATION.**

a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Clinicians' and prospective Clinicians' names and personal information, bill rates and the terms of this Agreement, compensation and benefits packages and structure, hiring decision-making process, hiring needs and/or requests for placement, costs, profits, margins, markets, sales, business processes, information systems, quarterly and annual review documents, reports generated, and any other information of a similar nature.

The foregoing notwithstanding, the parties agree where required by law, Agency may provide (i) an executed copy of this Agreement, and (ii) a full disclosure of charges and compensation under the applicable Service Line Exhibit(s) to the governmental or regulatory authority set forth in the applicable law. Client acknowledges that this Section constitutes notice of such disclosure, and no additional notification is required.

b. Client shall not:

- i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician Confidential Information to another business or a third party for monetary or other valuable consideration;
- ii. retain, use, or disclose such Clinician Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to client systems; or
- iii. retain, use, or disclose such Clinician Confidential Information outside of the direct business relationship between Agency and Client.

- c. In addition, Client agrees to use appropriate privacy and security measures to protect all Clinician Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician Confidential Information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician Confidential Information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician Confidential Information. Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.
- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 8 will survive any termination or expiration of this Agreement.

**9. CONSENT TO FAX.** In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.

**10. TERM.** The term of this Agreement shall be for a period of one year, and this Agreement will renew automatically for successive one year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.

**11. SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.

**12. NON WAIVER.** Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.

**13. ASSIGNMENT.** Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.

**14. MEASURES TO PREVENT LOSS OF SERVICES.** In the event that a state or local order closes one or more Client Facilities, the Client has the following options to prevent an AMN Clinician assigned to the Client from being unavailable when the Client reopens its facility:

- (a) Continue to pay each AMN Clinician assigned to the facility for all previously scheduled time, as set forth in the most recent confirmation, during the period of time that the facility where the AMN Clinician is assigned is closed; or
- (b) Allow each AMN Clinician assigned to the facility to provide services utilizing the AMN Telehealth platform Televate. The AMN Clinician will continue to provide services according to the schedule as set forth in the most recent confirmation.

If Client elects to terminate any assignments as the result of a closure, standard termination provisions apply. If Client terminates the assignment of any AMN Clinician, AMN cannot guarantee that the AMN Clinician will be available when Client reopens its facility.

## GENERAL TERMS AND CONDITIONS

The following terms shall be made part of each Service Line Exhibit except to the extent specifically excluded therein:

1. **TIMEKEEPING; COMPENSATION OF CLINICIANS.** Clinicians will enter time worked into an electronic timecard system designated by Agency. Client shall designate a representative to review and approve all time no later than each Monday by 2 p.m. PST. Client's approval of Clinicians' time certifies that the hours submitted are correct, the work was performed to Client's satisfaction and authorizes Agency to bill Client for the hours worked by Clinicians. If Client's designated representative fails to timely report time worked to Agency, all time submitted by Clinicians will be considered accurate and Client shall be responsible for payment. If a Clinician does not report to work for a scheduled shift due to illness or some other reason outside of Client's control, Client will not be billed for those hours. Make-up of lost time will be at the mutual agreement of Client and Clinician. Agency has responsibility for all compensation of Clinicians working at Client's facility(ies) under this Agreement. Agency will obtain and keep on file all documentation required by the U.S. Citizenship and Immigration Services to prove legal status to work and reside in the USA.
2. **OVERTIME.** Client agrees to pay one and one-half times the applicable rate for all hours worked more than 40 hours in one work week. If any applicable law requires Agency to pay Clinician daily overtime (an overtime multiple such as one and one-half times or two times the Clinician's hourly wage), Client shall pay Agency the same multiple on the applicable rate for such hours. Agency may comply with Client's policies regarding overtime when such compliance accords with Agency's obligations under state and federal law, and are communicated to Agency concurrently with the execution of this Agreement or at least 90 days prior to the effective date of such changes.
3. **ORIENTATION.** Client agrees to pay Agency for all orientation hours worked by Clinicians.
4. **FIRST REFERRING AGENCY.** It is understood that Agency is the first referring agency ("First Referring Agency") with respect to each presented Clinician unless Client notifies Agency within 48 hours of a written or verbal introduction that Client possesses prior knowledge of such Clinician's availability. If Agency is the First Referring Agency with respect to a Clinician, Client will adhere to the hiring limitations and provisions set forth in the applicable Service Line Exhibit. If Client does hire or use (except through Agency) a Clinician first referred by Agency on a travel or per-diem basis through another agency at any time and for any period prior to the later of (a) 18 months following the end date of a Clinician's assignment and (b) 18 months following the termination of the Agreement, Client shall pay Agency a \$2,500 transfer fee (no fee applies where prohibited by law).
5. **TERMINATION OF ASSIGNMENT.** Agency will terminate a Clinician's assignment if the Client provides in writing that the Clinician is incapable of performing the duties of the position, commits acts of professional negligence, is absent from the position without Client's permission during scheduled times, is insubordinate, engages in substance abuse, violates Client's express rules or regulations, or engages in other unprofessional conduct or breach or neglect of duty. For any reasons other than those listed above, Client agrees to give Agency 60 days written notice of cancellation of any Clinicians once a confirmation has been sent by Agency. Should Client be unable to provide such 60 days cancellation notice, Agency reserves the right to bill Client for four weeks (40 hours per week) at the Clinician's applicable rate. In the event of a cancellation without cause, including cancellations with proper notice, Client shall be responsible for any housing and travel costs actually incurred by Agency as a result of such cancellation.
6. **CLINICIAN QUALIFICATIONS.** Agency shall follow its standard certification and credential requirements for its Clinicians. Upon Clinician's arrival at Client facility, Client will verify the identity and credentials of each Clinician by a visual check of the Clinician's photo identification and professional license or certification. Client agrees to interview candidates within 48 hours of file submission.
7. **FLOATING.** Client agrees to float a Clinician only in accordance with Client's floating policies for all staff, and the clinical experience of the Clinician. Client confirms that Client's policies on floating comply with current (and will comply with any future) Joint Commission standards, including the provision of an appropriate orientation to the new unit.
8. **PERFORMANCE EVALUATIONS.** Client agrees to complete a written evaluation regarding the performance of each Clinician upon completion of his or her assignment, and to forward this evaluation to Agency within 15 days. Client may complete the performance evaluation on either the form Agency provides or a comparable form of Client's choosing.
9. **REBOOKING PERIOD.** The negotiation of any rebooking or extension of current clinicians will only occur thirty (30) days prior to the expiration of clinician's current assignment.

## EDUCATION HEALTHCARE ASSIGNMENTS

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide allied services in accordance with the Education Healthcare Staffing Agreement that was entered into by and between Rio School District ("Client") and Agency on or about **September 21, 2022**, as modified by these additional terms. This Exhibit sets forth the terms for allied travel assignments effective as of **September 21, 2022**(the "Allied Effective Date").

**SCHEDULE OF RATES.** The Hourly Bill Rates listed below and will go into effect for anyone beginning an assignment or extension after the Allied Effective Date. These fees include recruitment, housing and compensation for each Clinician placed with Client.

On the first annual anniversary of this Agreement, and each anniversary thereafter, a rate increase equal to the most recent published Medical Care Services National CPI index or three percent (3%), whichever is greater, shall be incorporated automatically.

Rate Schedule is subject to change based on changes in amounts payable to Clinician and increases in malpractice costs. Should rates increase at any time for any reason, excluding COLA increases, during the term of the Agreement Agency will give Client 30 days' written notice prior to the effective date of the increase.

<i>Onsite - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$89-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$89-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$84-\$104
Speech Language Pathologist Assistant (SLPA)	\$63-\$84
Occupational Therapist (OT)	\$84-\$99
Certified Occupational Therapist Assistant (COTA)	\$63-\$84
Physical Therapist (PT)	\$84-\$99
Physical Therapist Assistant (PTA)	\$63-\$84
Registered Nurse (RN)	\$84-\$115
Licensed Practical Nurse (LPN)	\$73-\$94
School Psychologist (SP)	\$94-\$135
Social Worker (SW)	\$84-\$99
Behavioral Analyst (BA)	\$84-\$99
Registered Behavioral Technician (RBT)	\$60-\$70
Medical Assistant (MA)	\$78-\$104
<i>Tele Medicine - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$94-\$115
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$94-\$115
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$89-\$110
Speech Language Pathologist Assistant (SLPA)	\$73-\$84
Occupational Therapist (OT)	\$89-\$104
Certified Occupational Therapist Assistant (COTA)	\$73-\$84
Physical Therapist (PT)	\$89-\$104
Physical Therapist Assistant (PTA)	\$73-\$84
Registered Nurse (RN)	\$84-\$115
Licensed Practical Nurse (LPN)	\$78-\$99
School Psychologist (SP)	\$104-\$136
Social Worker (SW)	\$89-\$104
Behavioral Analyst (BA)	\$89-\$104



<i>Bilingual - Hourly Rates by Specialty</i>	<i>Bill Rate</i>
Speech Language Pathologist (CCC-SLP)	\$94-\$115
Clinical Fellow Speech Language Pathologist (CF-SLP) with AMN Supervision	\$94-\$115
Clinical Fellow Speech Language Pathologist (CF-SLP) with Facility Supervision	\$89-\$110
Speech Language Pathologist Assistant (SLPA)	\$73-\$84
Occupational Therapist (OT)	\$89-\$104
Certified Occupational Therapist Assistant (COTA)	\$73-\$84
Physical Therapist (PT)	\$89-\$104
Physical Therapist Assistant (PTA)	\$73-\$84
Registered Nurse (RN)	\$84-\$115
Licensed Practical Nurse (LPN)	\$78-\$99
School Psychologist (SP)	\$104-\$136
Social Worker (SW)	\$89-\$104
Behavioral Analyst (BA)	\$89-\$104
Registered Behavioral Technician (RBT)	\$60-\$70
Medical Assistant (MA)	\$78-\$110

**Conversion Fee Schedule.** The Client agrees not to allow the Clinician to work at the Client part-time, full-time, temporary or as a contracted employee, for a one year period following the completion of an assignment except through the Agency. If at any time Client, Client's affiliates and/or any of its subsidiaries or any other organization to which Client supplies information, hires the Clinician received from the Agency, and Clinician has worked on behalf of Client through Agency less than 4,500 consecutive hours, Client agrees to pay Agency a hire fee based on a percentage of the Clinician's annualized Agency base salary determined by the total consecutive hours worked on assignment by Clinician in accordance with the fee schedule below. The invoice is due upon receipt. It is understood that Agency is solely responsible for the introduction of a Clinician to Client, unless Client notifies Agency within forty-eight (48) hours of such introduction of Client's prior knowledge of said Clinician's availability. Should Client directly refer Clinician to an affiliated organization for either permanent employment or temporary allied coverage, Client will be billed for services rendered pursuant to this section. An affiliate of the Client includes, but is not limited to, an organization or person that has any form of direct or indirect business relationship with Client or any successor to Client's business. No fee applies where payment of such fee is prohibited by law. Client shall provide Agency 30 days prior written notice of its intent to directly hire a Clinician, including the date of anticipated hire.

<b>Hours Worked by Clinical Provider</b>	<b>Fee Based on Percentage of Expected Annualized Base Salary</b>
Less than 1,500 Hours	30%
1,501-3,000 Hours	20%
3,001-4,499 Hours	10%
4,500+ Hours	No Fee

**Client Requirements Table.** For each Clinician who has been confirmed for an assignment Agency will obtain and maintain Client documentation of the requirements set forth below. The costs associated with these requirements are included in the bill rates set forth above. Any changes to these requirements will require mutual agreement of the parties. Client shall pay for all costs associated with additional Client requirements and shall provide sufficient time to adopt such new requirements.

I-9	I-9 for employment eligibility, supporting documents, and E-Verify completed in compliance with federal regulation. Documentation to be
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	retained by staffing agency.
OIG, SAM/GSA	OIG and SAM/GSA verifications completed within 30 days prior to first assignment and monthly thereafter. Documentation to be retained by staffing agency.
Licensed Providers	Current license and primary source verification prior to start of assignment for all licensed Providers.
Non-Licensed Providers	National certification, if applicable, and primary source verification prior to start of assignment for all non-licensed Providers.
Other State Requirement	Human Resources, Employee Health, Education/Training as required by state regulations for applicable practice settings.
Background Check	Attestation for completion of 7-year search for-SSN Trace, County Resided and Employed search, National Criminal, OFAC, and VSOP completed prior to first assignment. Updated every 3 years thereafter. If break in service > 90 days, must run counties listed during break in service.
Facility Specific Documents	Collection and/or DocuSign for business-critical facility documents include the following: facility confidentiality agreement, IT security facility access, and related policies and procedures
Drug Screening	Attestation for completion of Standard 9 panel drug screen (does not include marijuana) prior to start of first assignment with agency, updated annually thereafter. If break in service > 90 days, retesting required.

**Fair Credit Reporting Act User Certification Acknowledgement**

Rio School District (the "Client") has requested a copy of a Consumer Report and/or an Investigative Consumer Report ("Report") and by signing below hereby certifies that as a "User" of a Report, the Client will restrict the use of the information in the Report to personnel selection for employment purposes only.

In compliance with The Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act"), no information in the Report(s) will be given to any other "person" or "user," as those terms are defined in the Act, unless the "person" or "user" agrees (i) to keep the Report(s) strictly confidential and to use the Report(s) for employment purposes only; and (ii) to adhere to the Notice to Users of Consumer Reports: Obligations of Users under the Fair Credit Reporting Act ("FCRA") 15 U.S.C. Section 1681 which can be found online at: [www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf](http://www.consumer.ftc.gov/articles/pdf-0111-fair-credit-reporting-act.pdf)

The Client will also have in place procedures to properly retain and dispose of records containing this information in compliance with the Act and other applicable state and federal law. The Client further certifies that it will not use any information contained in the Report in violation of any applicable Federal or State privacy or equal employment laws or regulations.

**NOTICES, BILLING, AND AGREEMENT SIGNATURE**

**NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder ("Notices") shall be in writing and sent to the addresses set forth below (for Client under "Notices (Other than Invoices/Billing)"), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled "Invoicing" above.

**AGENCY:** President, Schools  
 8840 Cypress Waters Blvd., Suite 300  
 Dallas, TX 75019

**CLIENT:** NOTICES (OTHER THAN  
 INVOICES/BILLING):

\_\_\_\_\_  
 Client Designated Contact Name  
 \_\_\_\_\_  
 Client Designated Client Name  
 \_\_\_\_\_  
 Client Designated Address  
 \_\_\_\_\_  
 Client Designated City, State, Zip  
 \_\_\_\_\_  
 Client Designated Email Address

**INVOICES AND BILLING:**

\_\_\_\_\_  
 Client Designated Contact Name  
 \_\_\_\_\_  
 Client Designated Client Name  
 \_\_\_\_\_  
 Client Designated Address  
 \_\_\_\_\_  
 Client Designated City, State, Zip  
 \_\_\_\_\_  
 Client Designated Email Address

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

**INVOICING.** Invoices will be rendered weekly and delivered via email or a web-based application (and Client and Agency shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled "Notices" below. If Client requires Agency to use a non-electronic method of invoicing, then a \$5.00 per non-electronic invoice fee shall apply. Payment by Client shall be due within 30 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Agency's written consent, which may be withheld in its sole discretion. Agency may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts. Information appearing on the invoice shall be deemed accurate and affirmed by Client unless Client notifies Agency in writing, specifying the particular error(s), omission(s) or objection(s) within 45 days of the invoice date. Failure to notify Agency within that time shall constitute a waiver by Client of any objection thereto.

\_\_\_\_\_  
 Accounts Payable Designated Contact Name

-

\_\_\_\_\_  
 Accounts Payable Designated Contact Email

\_\_\_\_\_  
 Accounts Payable Designated Contact Phone

In the event of a conflict between the terms of the Agreement as it relates to Education Healthcare assignments, the terms of this Agreement and any included Exhibits shall prevail.

**AGREED AND ACCEPTED TO ENTIRE AGREEMENT HEREWITHIN**

**RIO SCHOOL DISTRICT**

**AMN HEALTHCARE, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A-1  
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM**

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide staffing services in accordance with the Education Healthcare Staffing Agreement that was entered into by and between Rio School District ("Client") and Agency on or about **September 21, 2022**. Client has elected to utilize one or more teletherapists under the Agreement, and this addendum sets forth additional rights and obligations under the Agreement and is hereby incorporated therein.

**1. ACCESS TO INFORMATION.** The Parties understand and agree that as part of the teletherapy services provided by Agency, Agency may create, receive, access, or maintain personally identifiable information from education records as defined in the Family Educational Rights and Privacy Act ("FERPA"). To the extent that Agency receives information from education records subject to FERPA, Agency will be considered a "school official" with a legitimate educational interest in the educational records of the students to the extent such records are required to provide the teletherapy services. Agency agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below.

**2. COVERED DATA AND INFORMATION (CDI).** CDI includes paper and electronic student education record information supplied by School, as well as any data provided by School's students to Agency.

**3. PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CDI.** Agency shall not use or disclose CDI received from or on behalf of Client (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Client. Agency agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**4. COURT ORDERS AND SUBPOENAS.** Upon receipt of a court order or lawfully issued subpoena, Agency agrees to notify the student pursuant to the requirements in 34 CFR 99.31(a)(9)(ii). Agency may request assistance from Client in fulfilling this requirement.

**5. RETURN OR DESTRUCTION OF CDI.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Agency shall return all CDI to Client or, if return is not feasible, destroy any and all CDI. If Agency destroys the CDI, Agency shall provide Client with a certificate confirming the date of destruction of the data.

**6. REMEDIES.** If Client reasonably determines in good faith that Agency has materially breached any of its obligations under this contract, Client, in its sole discretion, shall have the right to require Agency to submit to a plan of monitoring and reporting; provide Agency with a thirty (30) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, Client shall provide written notice to Agency describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that Agency improperly disclosed personally identifiable information obtained from Client's education records, Client may not allow Agency access to education records for at least five years.

**7. MAINTENANCE OF THE SECURITY OF ELECTRONIC INFORMATION.** Agency shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of Client or its students. These measures will be extended by contract to all subcontractors used by Agency.

**8. REPORTING OF UNAUTHORIZED DISCLOSURES OR MISUSE OF CDI:** Agency shall, within (10) ten days of discovery, report to Client any use or disclosure of CDI not authorized by this agreement or in writing by Client. Agency's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Agency has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Agency has taken or shall take to prevent future similar unauthorized use or disclosure. Agency shall provide such other information, including a written report, as reasonably requested by Client.

**AGREED AND ACCEPTED:**

**RIO SCHOOL DISTRICT**

**AMN HEALTHCARE, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



10/10/2022

Rebecca Rocha  
Rio School District  
1800 Solar Drive  
OXNARD, CA 93030

Dear Rebecca Rocha,

6/23/2022

This letter is to memorialize and confirm your verbal acceptance of George Michael Tramontana for provision of temporary allied services at Rio School District - OXNARD, CA for 10/31/2022 - 06/30/2023, under the terms in the parties' Healthcare Staffing Agreement (the "Agreement"). We appreciate your business and hope that you will enjoy having George Michael Tramontana working at your facility. This assignment is contingent upon provider completion of AMN Healthcare's Quality Assurance process.

**Pre-Approved Time Off:**

**Rates:** Client agrees to pay AMN Healthcare for services rendered by the provider according to the following rates:

Speech/Language Pathologist:  
Hourly Rate: \$100.00/Hour  
Overtime Rate: \$150.00/Hour  
On Call Rate: \$ /Hour  
Call Back Rate: \$100.00/Hour  
Holiday Rate: \$100.00/Hour  
Housing Reimbursement:  
Mileage Reimbursement:

To the extent the rates set forth above are inconsistent with the Agreement (including the schedules thereto), these rates shall govern.

This confirmation letter is hereby incorporated into your existing Agreement. If you do not accept or agree with any of the terms set forth herein, you must notify AMN Healthcare upon receipt of this confirmation letter. This confirmation letter is deemed accepted by Client if no objection is received within 24 hrs of the date of this letter.

Please sign, date and return this confirmation letter via email to my attention at [sam.mccart@amnhealthcare.com](mailto:sam.mccart@amnhealthcare.com).

AMN Healthcare

Sam McCart, Regional Account Manager  
AMN Healthcare  
8840 Cypress Waters Blvd., Suite 300  
Dallas, TX 75019

Date: \_\_\_\_\_

By Rebecca Rocha  
Rio School District  
1800 Solar Drive  
OXNARD, CA 93030





10.17





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.17 Contract with 360 Degree for Speech and Language Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	122,900.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval.

### Public Content

Speaker: Nadia Villapudua, Director of Pupil Personnel Services

#### Rationale:

Due to a shortage in qualified Speech and Language Pathologist applying directly to the district for positions 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 360 Degree Customer Inc. for a full time Speech and Language Pathologist to deliver virtual services for Rio del Valle for the 2022-2023 school year.

The contracted Speech Pathologists 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 Speech Pathologist will be invited to attend regular district meetings and trainings in order to build rapport within the department and strengthen district special education programs.

[Contract Rio School District 360 degrees for SLPs.pdf \(401 KB\)](#)

### Administrative Content

### Executive Content

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## PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the Oct 11th, 2022, between the Rio School District (hereinafter referred to as RSD) located at 1800 Solar Drive, CA 93030 and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Court # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The School Psychologist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings.

*Provide direct therapy service, recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.*

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A

C. COMPENSATION For the full performance of this agreement, the RSD shall pay the Consultant as follows:  
Consultant's Fee :

- a.) For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b.) Consultants will work for 5 days (40 billable hours) per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 45 days of receipt of invoice.

### D. GENERAL TERMS AND CONDITIONS

#### 2. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the
- b.) Consultant shall indemnify, hold harmless and defend the (RSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by RSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the RSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the RSD.

- c.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the RSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the RSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by RSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
- d.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the RSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the RSD the identities of any board member, officer, or employee of the RSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. EQUIPMENT AND FACILITIES RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. ASSIGNMENT Without the written consent of the RSD, this agreement is not assignable by the Consultant.
7. NON-SOLICITATION OF EMPLOYEES: RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. WITHHOLDING. The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.

13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The RSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), RSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the RSD.

**E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE**

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the RSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the RSD, or to utilize the RSD's letterhead or logo without the prior consent of the RSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and RSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The RSD shall provide job specifications and instructions.
TRAINING	The RSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO RSD	The consultant's work is essential to RSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at RSD or any other provisions listed in part A.
JOB LOCATION	RSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by RSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.

PROGRESS REPORTS	The consultant would have to make progress reports for the students which is a monitoring issue of the goals and services for the student.

**F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES** This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

**G. CONTRACT INITIATOR (RSD Representative)**

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Branch / Dept.: \_\_\_\_\_

Address (or Mail Code): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone / Fax:Ph: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONSULTANT**

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Title: CEO

Company Name & Address: 360 Degree Customer Inc  
473 Sapena Court # 7 Santa Clara, CA 95054

Phone / Fax: Ph 408-431-4249, Fx 408-719-9900

E-Mail Address: shelly@360customer.com



**ADDENDUM – A**

**Term: 2022- 2023**

**Title : Speech Therapist**

- 1. Cara Kanner**
- 2. Hana Schottensstein / or a replacement candidate**

**Rate : \$92.70/hour**



10.18





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.18 Approval of the Purchase of Lunch Tables at Rio Del Sol from ULINE.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	42,824.06
Budgeted	Yes
Budget Source	CFD Funds
Recommended Action	It is recommended that the Board approve the Request to purchase new lunch tables for Rio Del Sol from ULINE.

### Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services  
Ryan Emery, Principal, Rio Del Sol

### Rationale:

Rio Del Sol is requesting new lunch tables that are both safer and easier to move. Currently, Rio Del Sol has lunch tables that are in multiple parts (benches and tables are separate). The tables are heavy and since they are in multiple parts, it takes quite a bit of time to move from inside to outside for set-up. This in turn makes it hard to utilize the MPR space for student learning due to not being able to quickly change the set-up throughout the day. The tables are also dangerous to move for our staff and the parts disconnect very easily during movement. The tables we are requesting are tables that are all one piece that easily pop up and down for safer set-up and breakdown, are safer for the students and allows us to better utilize the space for student learning. The tables are more in-line with what the other schools in the Rio School District currently use.

[ULINE invoice.pdf \(182 KB\)](#)

### Administrative Content

### Executive Content

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1-800-295-5510  
 uline.com  
 customer.service@uline.com

**PRICING  
 REQUEST**

REQUEST # 76818229

Thank you for your interest in Uline!

**PROVIDED TO:** RIO SCHOOL DISTRICT  
 1800 SOLAR DR  
 OXNARD CA 93030-2655

**SHIP TO:** RIO SOL  
 3001 N VENTURA RD  
 OXNARD CA 93036-2272

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
16582339			DROP SHIP FREIGHT	10/04/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
20	EA	H-9447GR	RECTANGLE MOBILE CAFETERIA TABLE WITH BENCHES - LIGHT GRAY ITEM IS DROP SHIPPED	1,725.00	34,500.00

SUB-TOTAL 34,500.00	SALES TAX 3,191.39	SHIPPING/HANDLING 5,132.67	TOTAL 42,824.06
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**NOTE:**

ATTENTION: MARIA TORRES  
 ADDITIONAL SHIPPING TIME IS REQUIRED FOR DROP SHIP ITEMS. PLEASE CONTACT CUSTOMER SERVICE FOR MORE INFORMATION.





10.19





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.19 Request for Approval to start the bidding process for Project #22-12L, New Electrical Main Switchgear and Transformer Upgrade at Rio Del Valle.
Access	Public
Type	Action (Consent)
Budgeted	Yes
Budget Source	Measure L funds
Recommended Action	It is recommended that the Board approve the bidding process for the Electrical main switchgear and transformer upgrade, Project #22-12L at Rio Del Valle.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

### Rationale:

A new electrical main switchgear and transformer upgrade at Rio Del Valle will allow the RDV Campus to have the required electrical Utility Service needed for future projects such as the new MPR/Kitchen and HVAC for both the existing older classrooms and the Gymnasium. Balfour Beatty would like to start the bidding process for Project #22-12L so the work can commence as soon as possible.

### Administrative Content

### Executive Content

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10.20





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.20 Approval of Change Order for Project 22-06L from EJS Construction, Inc. for the Rio Plaza Shade Structure.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	3,900.72
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Change Order for the Shade Structures at Rio Plaza by EJS Construction.

### Public Content

Speaker:

Rationale:

During the lay out of the New Outdoor Classroom (Shade Structure) at the back playground area at Rio Plaza, it was discovered that the Rio MOT Grounds Maintenance crew was going to need vehicle and mower access from the Shade structure area to the back playfield. In addition, the School Site wanted a large vehicle access from the playground to the back play field for future school events. This will change the scope of the contract to add (2) 8" wide RIO MOT Vehicle Access Swing Gates at the Shade Structure area at Rio Plaza Elementary School.

20221007\_Balfour Beatty Construction.pdf (785 KB)

### Administrative Content

### Executive Content

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# Balfour Beatty Construction

Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, CA 93030

October 04, 2022

Attn: Dr. Puglisi

Subject: Rio Plaza Elementary School

Re: Project 22-06L Rio Plaza Shade Structure  
EJS Construction, Inc.  
Recommendation to Approve CO #1 to EJS Construction, Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request approval for CO #1 to EJS Construction, Inc. for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract. Scope change to the project is as follows.

- 1) CO#1-EJS Construction, Inc: for the Addition of (2) 8" Wide RIO MOT Vehicle Access Swing Gates at the Shade Structure Area at Rio Plaza Elementary School.

**\$3,900.72**

Total CO #1	\$	<b>3,900.72</b>
Previous Approved CO's	\$	0
Original Contract	\$	592,000.00
<b>Revised Contract</b>	<b>\$</b>	<b>595,900.72</b>

Should you have any questions, please contact me at any time.

Respectfully,



Keith Henderson  
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

**Rio School District  
1800 Solar, 3<sup>rd</sup> Floor  
Oxnard, Ca 93030**

**CO 1  
10-04-2022**

PROJECT NO: RSD 22-06L

CO NO: 1

PROJECT NAME: Rio Plaza Shade Structure

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

**COST:**

Original Contract Amount	\$ 592,000.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 3,900.72
Adjusted Contract Amount	\$ 595,900.72

**TIME:**

Original Contract Completion Date	December 2022
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2022

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

**RIO SCHOOL DISTRICT**

**Contractor: EJS Construction, Inc.**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**District Architect; KBZ**

**District PM/CM; Balfour Beatty Construction**

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date 10/4/22

PCO to Contract  
Rio Bid RSD #22-06L

Rio School District  
 Project No RSD 22-06L  
 Rio Plaza Shade Structure

CO #1  
 10/4/2022

Original Contract \$ 592,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
1	EJS	Add (2) 8' Wide Access Gates at Lunch Shelter for Field Access to Students and Grounds Maintenance	During the lay out of the New Outdoor Classroom (Shade Structure & Etc.) at the back playground area at Rio Plaza, it was discovered that the RIO MOT Grounds Maintenance crew was going to need vehicle and mower access from the shade structure area to the back playfield. In addition, the School Site wanted a large vehicle access from the playground to the back play field for future school events.	\$3,900.72

Total CO #1	\$ 3,900.72
Previous Approved CO's (NONE)	\$ -
Original Contract	\$ 592,000.00
Revised Contract	\$ 595,900.72



10.21





### Agenda Item Details

Meeting	Oct 19, 2022 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.21 Ratification of Omega Construction's Proposal for the Modification of Rio Real Classroom #27 for a new exterior Door and Window
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	38,580.00
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the Board approve the Ratification of Omega Construction's proposal to add an exterior door and window to classroom #27 at Rio Real.

### Public Content

Speaker:  
Wael Saleh, Assistant Superintendent, Business Services

#### Rationale:

Room #27 at Rio Real was in need of some upgrading. New office partition walls were installed along with a new door frame and exterior door. A commercial lockset was added to the door for safety purposes. The work was performed over the summer in the daytime so there was no overtime incurred. Omega furnished and provided the necessary labor, materials, tools, implements, and appliances to perform and complete the work.

20221007\_PROPOSAL.pdf (77 KB)

### Administrative Content

### Executive Content

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*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.*



**GENERAL BUILDING AND PAINTING CONTRACTORS**

**P.O. BOX 7038 NORTHRIDGE CA 91327**

**CSLB B C33 464910 DIR 1000001443**

**ph. (818) 364-9421 fax (818) 364-9422**

**Date : July 27, 2022**

**Proposal # 22-72201**

**Brando Lewis**

**Rio School District**

**(805) 207-7972**

**Project Location: Rio Real Elementary School**

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements, and appliances to do, perform and complete in a good workmanlike manner the following:

**I. Room 27:**

- Build new office partition walls as discussed at site visit.
- New walls to be constructed from 24 GA Steel Studs and Track per standard steel framing detail.
- Wall to be build to ceiling level and support braces to be installed as needed.
- Wall finish to be 5/8 drywall, taped, mud, and painted to match existing adjacent walls.
- Supply and install new vinyl cove base to match existing.
- Supply and install new Timely door frame (3/0 x 6/8)
- Supply and install new prefinished Legacy Walnut Door (3/0 x 6/8 1 1/4 thickness)
- Supply and install commercial lockset (W511 Dane Less I/C Core)
- Supply and install new window (Timely Frame 4/0 x 6/0).
- **Note : No new electrical outlets or lighting controls changes are included in this Proposal. No modification to HVAC ducts are included in this Proposal as per site visit instructions.**

**\$ 21,680.00**

**II. New Exterior Door Opening:**

- Demo section of window system to install a new 3/0 x 7/0 door opening as discussed at site visit.
- New opening to be constructed from 24 GA Steel Studs and Track per standard steel framing detail.
- Interior and exterior wall finish to plywood painted to match existing.
- Supply and install new knock down steel door frame (3/0 x 7/0)
- Supply and install new hollow metal door (3/0 x 7/0 1 1/4 thickness)
- Supply and install new Lockset (ML2057 NSA 626 with Mortise Housing Less I/C Core)
- Supply and install new Corbin Russwin Dc8210 Door Closure.

**\$ 16,900.00**

**III. General Notes:**

- Material Lead time is 2-3 weeks from time of order.
- All door hardware cores to be installed by District.
- No Electrical / HVAC is included in this Proposal

**All the above work to be completed for the sum of Thirty Eight Thousand Five Hundred Eighty Dollars.**

**{ \$38,580.00 }**

**The above Proposal is based on the following Terms and Conditions:**

1. Architectural drawings of any kind are not included in this Proposal for the purpose of obtaining Building Permits or any reason. If Building and Safety requires drawings, a separate Proposal will be presented to the City for Acceptance.
2. If unforeseen conditions are discovered during the course of construction, These conditions will be presented to the Owner and any additional work required will be extra. A proposal will be provided by Omega Construction detailing extra work to be approved by the Owner. No extra work will be performed without written approval of Owner.
3. All work will be performed during normal business hours. Monday - Friday 7am to 4pm.

**Respectfully Submitted,**

**Acceptance:**

**Parasko Saroukos,  
Vice President, Omega Construction Co Inc.**

**By:  
Date:**



