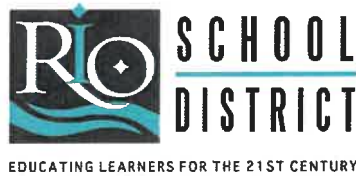


11.3



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.3 Approval of Executive Director, Educational Excellence and Innovation
Access	Public
Type	Action
Fiscal Impact	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approval of the Executive Director, Educational Excellence and Innovation.
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p>

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

This new job description describes the current workload being conducted by the current Director of School and Systems Improvement.

As the Rio School District organizational chart develops, periodic changes to job descriptions and salary schedules as required.

[Executive Director, Educational Excellence and Innovation.pdf \(87 KB\)](#)

Administrative Content

Executive Content



1800 Solar Dr. #300, Oxnard, CA 93030 ~ Telephone: (805) 485-3111 ~ Fax Number (805) 604-7825 ~ www.rioschools.org

JOB DESCRIPTION

EXECUTIVE DIRECTOR, EDUCATIONAL EXCELLENCE AND INNOVATION \$155,974.25-179838.30/225 Work Days

JOB SUMMARY:

Under the direction of the Superintendent, this position will provide leadership and supervision for the translation of the District's educational philosophy, goals, and objectives into active services and programs that directly benefit each student. Effectively assists the Superintendent in the task of providing leadership in developing, achieving and maintaining the best possible educational programs and services at each school in the District. Coordinates the utilization of Federal and State funding to benefit academic achievement and support for all students.

MAJOR DUTIES AND RESPONSIBILITIES:

The duties listed below are intended to describe various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related, or a logical assignment to the position.

1. Leads in the development of policies, procedures, staffing plans, and budgets in support of the learning and teaching framework, aligned to the district's mission, vision and LCAP;
2. Provides leadership, direction, and support for the learning and teaching framework (instructional focus, pedagogical infrastructure, balanced assessment system, curriculum, instructional materials, program improvements, and instructional technology).
3. Works collaboratively with all Departments to analyze student achievement, program design and implementation and effectiveness of instructional programs and initiatives, assessments, District professional development and support strategies as well as to ensure the coordination, alignment and articulation of a comprehensive teaching and learning framework.
4. Provides leadership and expertise informing, guiding and counseling District committees, groups, councils, and advisors for assigned areas of responsibility as well as to District staff and members of the community to ensure thorough communication relative to the educational design and the learning and teaching framework.
5. Assists with the establishment of agendas, serving as a chairperson, if applicable, providing leadership, support and guidance to Department led groups and District level committees
6. Collaborates with Information Systems, department staff, district personnel, other Districts, communication organizations, local businesses, public agencies, and committees for the purpose of implementing facilitated school improvement support.
7. Facilitates the design and selection of District curriculum, textbooks, and instructional materials at the TK-8 level.
8. Provides leadership in directing programs, and fiscal planning, curriculum development, professional development, special programs, budgeting, staffing, implementation, monitoring and evaluation of assigned TK-8 programs.
9. Provides ongoing leadership development, professional growth, and adult learning, aligned with high standards and site needs resulting in continual student success.

10. Maintains research-based knowledge in education and utilizes this knowledge to ensure ongoing improvements in high academic achievement and improvement student outcomes
11. Develops and coordinates partnerships that actively promote the District's vision, mission and values
12. Researches emerging practices and programs within and outside the educational arena to improve student engagement and achievement
13. Oversees accountability and preparedness for Federal Program Monitoring and ensures compliance with the Williams Act as it relates to instructional materials.
14. Ensures all site-based plans are in alignment with the district LCAP
15. Collaborates with departments, site administrator, and the community in support of the design and implementation of the Local Control Accountability Plan (LCAP)
16. Mobilizes resources to best achieve District goals, objectives and expectations.
17. Provides leadership, direction and support for the District's innovation efforts including work on identity and branding.
18. Collaborates with district and site administration to oversee the design and implementation of the English Language Development program and the Dual Language Pathway
19. Coordinates with other District leaders to promote the implementation of Multi Tiered Systems of Support (MTSS)
20. Communicates with other administrators, personnel and outside organizations to coordinate activities and programs, resolves issues/conflicts; exchanges information, and develops policies and procedures to encourage effective and efficient management controls; attends and participates in a variety of staff development and meetings; participates in and coordinates professional activities.
21. Leads the development and ongoing refinement of communication (written, website, video, social media, etc.) related to department responsibilities.
22. Prepares for and presents progress reports to the Board of Trustees
23. Maintains the confidentiality of information used in personnel issues and/or District functions
24. Interviews, recommends candidates, and participates in staffing meetings for hiring team members to support the vision of the District and department
25. Supervises and evaluates the performance of all assigned personnel in accordance with District policies
26. Performs other related duties as assigned.

EDUCATION/TRAINING/EXPERIENCE:

- Appropriate valid California Clear Teaching
- Credential, Valid California Administrative Services Credential,
- Drivers License.
- At least ten (10) years of successful educational leadership experience.
- At least five (5) years site level experience required.

QUALIFICATIONS/KNOWLEDGE:

- Effective and research based TK-8 curriculum, instruction and pedagogy
- Human relations effective strategies
- Curriculum and instruction to support all students and subgroups
- Budget planning and monitoring data to evaluate and monitor programs and assessments investigation
- Research and report writing techniques
- Interpersonal skills using tact
- Patience and courtesy

- Modern technology and office procedures and methods, computer equipment and software necessary to perform required duties

ABILITY TO:

- Communicate competently and with clarity to stakeholders
- Work in a diverse socio-economic and multicultural community
- Maintain consistent, punctual and regular attendance
- Supervise and evaluate the performance of assigned staff
- Plan, organize and prioritize work to meet multiple schedules and deadlines, and manage simultaneous tasks with many interruptions
- Establish and maintain cooperative and effective working relationships with District personnel, community members, and external companies and agencies
- Express commitment to promote to the concept that all students have identifiable talents/skills which will be emphasized throughout the educational program
- Maintain records and exercise confidentiality
- Use a computer or other technology-based equipment

PHYSICAL AND MENTAL DEMANDS:

- Occasionally sitting for extended periods of time
- Frequently walking, standing, stooping or bending
- Variable hours
- Physical agility and stamina (occasionally to frequently)
- Occasionally lifting, pushing or pulling objects weighing up to 15 pounds, seldom weighing up to 30 pounds
- Occasionally climbing, reaching overhead (above the shoulders), twisting, crouching or kneeling
- Dexterity of hands and fingers to operate a computer keyboard (occasionally to frequently)
- Frequently listening and speaking to exchange information and make presentations

Pending Board approval 6-21-2023

11.4



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.4 Approval of the June Personnel Report
Access	Public
Type	Action (Consent)
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Recommended Action	Staff recommends approval of the June Personnel Report.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Regular monthly personnel report.

[PERS June 21, 2023.pdf \(123 KB\)](#)

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
June 21, 2023

Certificated Personnel Report

Certificated Retirement:

Kelly, Wanda, Director of Innovations, Partnerships and Principal Support (1.0) FTE District Office Effective 06/30/2023

Certificated Ratification of Employment:

Juares, Sara, Multiple Subject Teacher, Rio del Norte, (1.0 FTE), 80% LOA effective 23/24 School Year
ShawLinder, Abbey, 1st Grade Rio del Sol (1.0 FTE) to District Math TOSA effective 23/24 School Year
Henggeler, Christie, Middle School Computer Applications (1.0 FTE) to District Tech TOSA effective 23/24 School Year
Vollmar, Heather, Independent Studies (1.0 FTE) to Rio del Sol, 3rd grade effective 23/24 School Year
Fanucchi, Joanne, SDC Preschool Teacher (1.0 FTE) Rio del Norte, effective 23/24 School Year
Barragan, Chantell, Resource Teacher (1.0 FTE) Rio Plaza, effective 23/24 School Year
Ciriani, Evangelina, School Psychologist (1.0 FTE) District Preschool, effective 23/24 School Year
Rauschenberger, Veronica, Executive Director of Educational Excellence and Innovation (1.0 FTE), effective 23/24 School Year

Certificated Leave of Absence:

Garica, Marcelina, Multiple Subject Teacher, Rio del Norte, (1.0) FTE, LOA effective 05/17/23 - 06/16/23
Morrison, Maria, Speech and Language, Rio del Norte, (1.0) FTE, LOA effective 07/01/2023 - 03/04/2024

Certificated Summer Employment, Extended School Year:

Paige Perez	Teacher	5 Hours
Jessica Zarate	Teacher	5 Hours
Lauren Schuster	Teacher	5 Hours
Amanda Scott	Teacher	5 Hours
Anna Cogswell	Teacher	5 Hours
Lizette Torres	Teacher	5 Hours
Samantha Vega Flynn	Teacher	5 Hours
Ann Penelope Placio	Teacher	5 Hours
Arnold Lopez	Teacher	5 Hours
Catalina Villa	Teacher	5 Hours

Certificated Summer Employment, Language Academy:

Carlos Anaya	Teacher	6.5 Hours
Candy Vazquez	Teacher	6.5 Hours
Annette Alfaro	Teacher	6.5 Hours
Yanixsa Galvan	Teacher	6.5 Hours
Melody Valencia	Teacher	6.5 Hours
Kathy Billet	Teacher	6.5 Hours
Christina Torres	Teacher	6.5 Hours
Hilda Pena	Teacher	6.5 Hours
Mary-Gail King	Teacher	6.5 Hours

Cesar Ruiz	Teacher	6.5 Hours
David Romano	Teacher	6.5 Hours
Alexandra Boggs	Teacher	6.5 Hours

Certificated Summer Employment, Kinder Jump Start:

Maria Mendez	Teacher	5 Hours
Lisa Martinez-Casta	Teacher	5 Hours
Teodora Juarez	Teacher	5 Hours
Rebecca Aguilar	Teacher	5 Hours
Ashleigh Secor	Teacher	5 Hours

Certificated Summer Employment, Science Academy:

Savannah Romp	Teacher	6.5 Hours
Kelsey Young	Teacher	6.5 Hours
Yamilex Chavez	Teacher	6.5 Hours
Marisela Valdez	Teacher	6.5 Hours
Phaedra Lam	Teacher	6.5 Hours
Josh Steiner	Teacher	6.5 Hours
Cesar Ruiz	Teacher	6.5 Hours
Mary Fleming	Teacher	6.5 Hours
Ignacio Mendoza III	Teacher	6.5 Hours
Andrea Pollard	Teacher	6.5 Hours
Alondra Morales	Teacher	6.5 Hours
Sarah hardwick	Teacher	6.5 Hours
Merari Juarez	Teacher	6.5 Hours
Olga Zenteno	Teacher	6.5 Hours

Certificated Summer Employment, Connect, Learn and Grow:

Heather Vollmar	Teacher	6 Hours
Melinda Calderon	Teacher	6 Hours
Darian Spencer	Teacher	6 Hours
Alisa Araiza	Teacher	6 Hours
Stacey decandia	Teacher	6 Hours
Jennifer Alba	Teacher	6 Hours

Certificated Summer Employment, Writer's Camp:

Tito Rojas	Teacher	6.5 Hours
Heather Parks	Teacher	6.5 Hours
Stephanie Sanchez	Teacher	6.5 Hours
Emma Mikita	Teacher	6.5 Hours

Certificated Summer Employment, Sports Camp:

Mireya Chavez	Teacher	4 Hours
Yovanna Gonzalez	Teacher	4 Hours
Jackie Fernandez	Teacher	4 Hours
Giovanni Morales	Teacher	4 Hours
Debra Cullen	Teacher	4 Hours
Chris Ruffinelli	Teacher	4 Hours

Certificated Summer Employment, Art Academy:

Camille Izvarin	Teacher	4 Hours
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Certificated Summer Employment, Music:

Teri Lynn Regalado	Teacher	7.5 Hours
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Certificated Summer Employment, Technology Genius Academy:

David Romano	Teacher	6.5 Hours
Lorene Bacon	Teacher	6.5 Hours
Katherine Mares	Teacher	6.5 Hours
Katie Auerbach	Teacher	6.5 Hours
Augustine Garcia	Teacher	6.5 Hours
Brianna Manzano	Teacher	6.5 Hours

Certificated Summer Employment, "Las Raices":

Patricia Arreola	Teacher	6.5 Hours
Elia Polanco	Teacher	6.5 Hours
Mayte Peraza	Teacher	6.5 Hours
Jazmin Palomares	Teacher	6.5 Hours
Alejandra Vargas	Teacher	6.5 Hours

Classified Personnel Report

Classified Management:

Rios, Guadalupe Vicky, School Based Mental Health & Wellness Clinician, (8) hours, District Office, effective 7/5/23

Classified Ratification of Employment:

Ceballos, Martha, Account Clerk III, (8) hours, District Office, effective 5/15/23

Classified Resignation:

Acord, Anna, Clerk Typist I, (8) hours, District Office, effective 5/26/23

Cardenas, Yunuen, After School Program Site Coordinator, (5.5) hours, Rio Lindo, effective 6/15/23

Minnis, Krista, Occupational Therapist, (8) hours, District Office, effective 6/30/23

Classified Retirement:

Classified Voluntary Transfer:

Zamudio, Christopher, from Night Custodian (8) hours, Rio Del Sol to Day Custodian (8) hours, Rio Del Sol effective 5/22/23
Luna, Olga, from Campus Supervision Assistant, (3.25) hours, Rio Plaza, to Campus Supervision Assistant, (4) hours, Rio Plaza, effective 8/23/23

Classified Summer Employment - 2023

Art Academy (June 26 - July 28)

Duckett, Theodore, After School Program Site Coordinator, (5.5) hours
McMann, Candyce, After School Program Site Coordinator, (5.5) hours

Campus Supervision Assistant (June 26 - July 28)

Allen, Raymond, Campus Supervision Assistant, (5) hours
Alvarez, Maria, Campus Supervision Assistant, (5) hours
Amezcuca, Martha, Campus Supervision Assistant, (5) hours
Anguiano, Yolando, Campus Supervision Assistant, (5) hours
Arroyo Jr., Ignacio, Campus Supervision Assistant, (5) hours
Batis, Elias, Campus Supervision Assistant, (5) hours
Borja, Jessica, Campus Supervision Assistant, (5) hours
Chavez, Natalia, Campus Supervision Assistant, (5) hours
Farooq, Muhammad, Campus Supervision Assistant, (5) hours
Gonzalez, Martha, Campus Supervision Assistant, (5) hours
Guadalupe Garcia, Ana, Campus Supervision Assistant, (5) hours
Lopez, Arely, Campus Supervision Assistant, (5) hours
Luna, Olga, Campus Supervision Assistant, (5) hours
Martinez, Rodrigo, Campus Supervision Assistant, (5) hours
Motta Baez, Sabrina, Campus Supervision Assistant, (5) hours
Pacheco, Luis, Campus Supervision Assistant, (5) hours
Rodriguez, Maria, Campus Supervision Assistant, (5) hours
Valero, Sonia, Campus Supervision Assistant, (5) hours

Explore Program (June 26 - July 28)

Cabral, Serrina, After School Program Site Coordinator, (5.5) hours
Contreras, Andrea, After School Program Site Coordinator, (5.5) hours
Lyons, Kayla, After School Program Site Coordinator, (5.5) hours
Maddox, Roi, After School Program Specialist, (5.5) hours
Mendez, Juan, After School Program Site Coordinator, (5.5) hours
Murphy, Hannah, After School Program Site Coordinator, (5.5) hours
Pazos, Leonor, After School Program Site Coordinator, (5.5) hours
Preciado, Sheryl, After School Program Site Coordinator, (5.5) hours
Rodriguez, Adrian, After School Program Site Coordinator, (5.5) hours
Sajid, Ambreen, After School Program Site Coordinator, (5.5) hours

Food Service (June 21 - August 16)

Alfaro, Maria, Food Service Manager, (5 hours)
Alvarado, Janet, Food Service Worker I, (3 hours)
Casteneda, Silvia, Food Service Worker I, (3 hours)
Garcia, Ruth, Food Service Manager, (4.5 hours)
Heller, Dulce, Food Service Worker II, (4.5 hours)
Lara, Justina, Food Service Worker I, (3 hours)
Lopez, Luz, Food Service Worker I, (3 hours)
Martinez, Veronica, Food Service Manager, (5 hours)
Mora, Lorena, Food Service Worker I, (3 hours)

Roa, Lucila, Food Service Worker II, (4.5 hours)
Romero, Serena, Food Service Worker I, (3 hours)
Sanchez, Bellinda, Food Service Worker I, (3 hours)
Vargas, Elodia, Food Service Manager, (5 hours)

Jump Start/Kindergarten (June 26 - July 28)

Arreola, Ileene, Instructional Assistant, (5) hours
Fernandez, Melissa, Instructional Assistant, (5) hours
Gonzalez, Valeria, Instructional Assistant, (5) hours
Maurico, Genevieve, Instructional Assistant, (5) hours
Rosales, Brenda, Instructional Assistant, (5) hours

Language Academy (July 17 - July 28)

Chavarria, Jennifer, Instructional Assistant, (5.5) hours
Hodges, Angelique, Instructional Assistant, (5.5) hours
Hudson, Lisa, Instructional Assistant, (5.5) hours
Madrigal, Jasmin, Instructional Assistant, (5.5) hours
Pena Soto, Mariana, Instructional Assistant, (5.5) hours
Prado, Amy, Instructional Assistant, (5.5) hours
Samimi, Jaleh, Instructional Assistant, (5.5) hours
Yasir, Nazia, Instructional Assistant, (5.5) hours

Science Academy (June 26 - July 14)

Balderrama, Gracie, Instructional Assistant, (5.5) hours
Gonzales, Arpaul, Instructional Assistant, (5.5) hours
Gonzales, Myrna, Instructional Assistant, (5.5) hours
Martinez, Mayra, Instructional Assistant, (5.5) hours
Martinez, Martha, Instructional Assistant, (5.5) hours
Mendoza, Ryan, Instructional Assistant, (5.5) hours
Romero, Cruz, Instructional Assistant, (5.5) hours
Vega, Maria, Instructional Assistant, (5.5) hours

Summer Clerical Assignment (June 26 - July 28)

Alfaro, Juliana, (6.5) hours
Gonzalez, Betty, (6.5) hours
Gutierrez, Mayra, (5) hours
Lucio, Veronica, (5) hours
Torres, Raelene, (5) hours

Summer Genius Technology Academy (June 26 - July 14)

Cano, Nelly, Instructional Assistant, (6) hours
Ceron, Jocelin, Instructional Assistant, (6) hours
Chavarria, Stephaine, Instructional Assistant, (6) hours
Cologna, Donna, Instructional Assistant, (6) hours
Copon, Ma Jenica, Instructional Assistant, (6) hours
Gonzalez, Evelyn, Instructional Assistant, (6) hours
Romero, Lidia, Instructional Assistant, (6) hours
Vargas, Martin, Instructional Assistant, (6) hours

Special Education Extended Year Program (June 26 - July 25):

Alcala, Karla, Instructional Assistant/Special Education, (5) hours
Alfaro, Blanca, Instructional Assistant/Special Education, (5) hours
Arceo, Nicole, Instructional Assistant/Special Education, (5) hours
Barroso, Marlaena, Instructional Assistant/Special Education, (5) hours

Chavez, Maria, Instructional Assistant/Special Education, (5) hours
Contreras, Erika, Instructional Assistant/Special Education, (5) hours
Covarrubias, Sierra, Instructional Assistant/Special Education, (5) hours
Duckett, Javon, Instructional Assistant/Special Education, (5) hours
Duckett, Jordan, Instructional Assistant/Special Education, (5) hours
Frias, Maria, Instructional Assistant/Special Education, (5) hours
Furagganan, Sierra, Instructional Assistant/Special Education, (5) hours
Garcia Baez, Josephine, Instructional Assistant/Special Education, (5) hours
Garibay, Maria, Instructional Assistant/Special Education, (5) hours
Gonzales, Manuela Instructional Assistant/Special Education, (5) hours
Kaneshiro, Judy, Instructional Assistant/Special Education, (5) hours
Lopez, Jessica, Instructional Assistant/Special Education, (5) hours
Logue, Kristen, Instructional Assistant/Special Education, (5) hours
Magana, Alice, Instructional Assistant/Special Education, (5) hours
Magana, Jacqueline, Instructional Assistant/Special Education, (5) hours
Mendez, Nancy, Instructional Assistant/Special Education, (5) hours
Mendoza, Karla, Instructional Assistant/Special Education, (5) hours
Ordaz, Elizabeth, Instructional Assistant/Special Education, (5) hours
Partida, Erica , Instructional Assistant/Special Education, (5) hours
Pena, Sonya, Instructional Assistant/Special Education, (5) hours
Rodriguez, Olivia, Instructional Assistant/Special Education, (5) hours
Rudy, Lacey, Instructional Assistant/Special Education, (5) hours
Ruelas, Nicole, Instructional Assistant/Special Education, (5) hours
Silva, Alexandra, Instructional Assistant/Special Education, (5) hours

Sports Camp (June 26 - July 28)

Aleman, Julissa, After School Program Specialist, (4) hours
Diltz, Omari, After School Program Specialist, (4) hours
Hernandez, Cesar, After School Program Specialist, (4) hours
Henschel, Brandon, After School Program Specialist, (4) hours
Johnson, Derold, After School Program Specialist, (4) hours
Madrigal, Jorge, After School Program Specialist, (4) hours
Sanchez, Bellinda, After School Program Specialist, (4) hours
Troncoso, Anahi, After School Program Specialist, (4) hours
Zarate, Israel, After School Program Specialist, (4) hours

Technology Genius Academy (June 26 - July 14)

Cano, Nelly, Instructional Assistant, (6.5) hours
Ceron, Jocelin, Instructional Assistant, (6.5) hours
Chavarria, Stephanie, Instructional Assistant, (6.5) hours
Cologna, Donna, Instructional Assistant, (6.5) hours
Copon, Ma Jenica, Instructional Assistant, (6.5) hours
Romero, Lidia, Instructional Assistant, (6.5) hours
Vargas, Martin, Instructional Assistant, (6.5) hours

11.5



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.5 Approval of Legal Services Agreement for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends that the Board approve the legal services agreement with Parker & Covert LLP to provide bond counsel and disclosure counsel services in connection with the issuance of Election of 2018, Series G Bonds, Election of 2022, Series A Bonds, and 2023 Bond Anticipation Notes.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Attorneys at Parker & Covert LLP have assisted the District in connection with successful bond elections in 2014 (Measure G), 2018 (Measure L), and most recently in 2022 (Measure H), as well as with formation of the District's Community Facilities District No. 1 and subsequent issuances of Mello-Roos bonds. In addition, the District's attorneys have provided bond counsel and/or disclosure counsel services for the District's ongoing Measure G, Measure L, and Measure H bond programs to construct, modernize, and upgrade the District's school facilities.

Last March 2022, the District directed its facility finance team of Isom Advisors, a Division of Urban Futures, Inc., Raymond James & Associates, Inc., and Parker & Covert LLP to plan for and prepare the necessary documents and related services in connection with the District's issuance of the Election of 2018, Series E and F general obligation bonds. The District also directed these same firms to assist the District in preparing and filing the documents necessary to conduct a successful election for the Measure H bonds.

As a part of these same services, the Board is being asked to approve the legal services agreement with Parker & Covert LLP to continue to provide bond counsel and disclosure counsel services to the District in connection with the issuance of the final series of Measure L bonds (Election of 2018, Series G), the first series of Measure H bonds (Election of 2022, Series A), and the 2023 Bond Anticipation Notes. Consistent with prior bond financings of the District, the fees and expenses of Parker & Covert, along with the other firms identified above, will be paid out of the proceeds of the bonds and notes.

Fiscal Impact: None

[Parker & Covert Contract.pdf \(516 KB\)](#)

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 ELEMENTARY SCHOOL DISTRICT
AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES**

THIS AGREEMENT (“Agreement”) for bond counsel and disclosure counsel services is made and entered into this 1st day of July 2023 by and between Parker & Covert LLP (hereinafter “Parker & Covert”), and the Rio Elementary School District (hereinafter “District”). Parker & Covert and District are collectively referred to herein as the “Parties.”

WITNESSETH

WHEREAS, District desires to take all actions necessary for the issuance of two series of general obligation bonds (“Bonds”). The first series of Bonds, referred to herein as “Series G,” is authorized by the District’s successful November 6, 2018 general obligation bond election, known as Measure “L,” for the purpose of financing the acquisition and construction of school facilities within the District’s boundaries, along with a second series of Bonds, referred to herein as “Series A,” authorized by the District’s successful November 8, 2022 general obligation bond election, known as “Measure H,” for the purpose of financing the acquisition and construction of school facilities within the District’s boundaries;

WHEREAS, District also desires to take all actions necessary for the issuance of a series of bond anticipation notes (“BANs”) and;

WHEREAS, District desires to retain legal counsel to act as bond counsel (“Bond Counsel”) and disclosure counsel (“Disclosure Counsel”) and to provide the legal services, specified herein, related to the authorization and issuance of both series of the Bonds and the BANs.

NOW THEREFORE, the Parties hereby agree as follows:

1. Scope of Services. District retains Parker & Covert under this Agreement to provide Bond Counsel and Disclosure Counsel services pertaining to the authorization, issuance and sale of the Bonds and the BANs for all purposes herein. In particular, Parker & Covert, as Bond Counsel and Disclosure Counsel shall:

(a) Confer with District’s representatives and other consultants (including, but not limited to, District’s additional legal counsel, financing advisor(s), and underwriter(s)) as necessary regarding the structure, authorization, issuance and sale of the Bonds and the BANs; and any other related issues;

(b) Prepare both preliminary and final official statements for the Bonds and the BANs;

(c) Prepare or review any documents prepared by other parties in the proceedings for compliance with applicable law;

(d) Prepare for and attend such meetings of District’s governing board as deemed necessary for the proper conduct of the proceedings;

(e) Prepare a paying agent agreement(s) (or similar issuance document) and all other legal documents necessary for the authorization, issuance, and sale of the Bonds and the BANs;

(f) Assist the District in obtaining any necessary governmental approvals for the authorization, issuance and sale of the Bonds and the BANs;

(g) Assist the District in securing investment ratings for the Bonds and the BANs;

(h) Prepare typewritten Bonds and BANs documents;

(i) Prepare the bond and/or note purchase contracts, if required, pursuant to which the Bonds and the BANs will be sold to the underwriter and the requisite continuing disclosure certificate of District in order to facilitate the underwriter's compliance with SEC Rule 15c2-12;

(j) Prepare a comprehensive closing memorandum and prepare and arrange the execution and delivery of a receipt for the Bonds and the BANs, a receipt for the proceeds of the Bonds and the BANs, signature certificates, an arbitrage/rebate certificate and associated certificates of underwriter and insurer (if any), IRS Form 8038-G, DTC Letter of Representations, CDIA report of final sale, forms of opinions of other counsel, and all other necessary closing certificates and documents;

(k) Upon due and proper completion of the proceedings to satisfaction of Parker & Covert, deliver a final approving opinion confirming the validity of the Bonds and the BANs and opinions that interest on the Bonds and the BANs is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes, under existing statutes, regulations, rulings, and court decisions;

(l) Assuming completion of the preliminary and final official statements in form acceptable to Parker & Covert, deliver a letter addressed to District with respect to the Bonds and the BANs to the effect that, in the course of Parker & Covert's participation in the preparation of the official statement for the financing, nothing came to the attention of those attorneys rendering legal services to District that caused Parker & Covert to believe that such official statement as of its date and as of the date of the letter (except for financial data or forecasts, estimates, assumptions, or expressions of opinion, or any information regarding The Depository Trust Company or any credit enhancer) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statement therein, in the light of the circumstances under which they were made, not misleading;

(m) Prepare and deliver to each participant in the financing a complete transcript of the proceedings for the authorization, issuance, and sale of the Bonds and the BANs; and

(n) Any services incidental to the Bond Counsel and Disclosure Counsel services.

2. Services Outside the Scope of this Agreement. Parker & Covert's duties in this Agreement are limited to those set forth in Paragraph 1. Among other things, Parker & Covert has not undertaken to do any of the following under this Agreement:

(a) Perform an independent investigation to determine the accuracy, completeness, or sufficiency of the official statement or other disclosure document;

(b) Conduct any investigation regarding the qualification for sale of Bonds or BANs in any jurisdiction, provided that Parker & Covert will coordinate with the underwriter regarding any statements requested to be added to the official statements so that the Bonds and the BANs may be sold in particular jurisdictions;

(c) Render services in connection with compliance by District after the closing with the covenants contained in the Bonds and Notes documents, including without limitation, the calculation of any arbitrage rebate liability District may have and preparation of any annual reports or material events notices required pursuant to District's continuing disclosure undertaking;

(d) Render services in connection with the establishment or ongoing operations of a citizens' oversight committee; or

(e) Render services with respect to any litigation concerning the financing of the Bonds or the BANs.

If District requests Parker & Covert to provide any such services, compensation therefor shall be agreed upon in advance by the Parties and may be made and calculated at Parker & Covert's hourly rate schedule for the type of services requested (either public finance or litigation) in effect at the time such services are rendered.

3. **Commencement of Services.** Parker & Covert's obligation to provide legal services under this Agreement shall commence upon Parker & Covert's receipt of a copy of this Agreement signed and dated by District.

4. **Completion of Services.** Parker & Covert's representation of District with respect to a series of Bonds or the BANs will be concluded upon issuance of such Bonds or BANs. Nevertheless, subsequent to issuance of a series of Bonds or the BANs, Parker & Covert will file the Internal Revenue Service Form 8038-G and will prepare and distribute to the participants in the transactions a transcript of the proceedings.

5. **Duties of Parker & Covert and District.**

(a) **Duties of Parker & Covert.** Parker & Covert shall provide those legal services reasonably required to represent District in the matters described in Paragraph 1 of this Agreement. Parker & Covert shall also take reasonable steps to keep District informed of significant developments and to respond to District's inquiries. While one attorney at Parker & Covert may be primarily responsible for completing the work that is within the scope of this Agreement, that attorney may also delegate work to other attorneys, paralegals, law clerks, and office personnel within Parker & Covert when it is determined that such delegation is appropriate in representation of District's interests. If District so requests, District will be notified prior to any delegation and a decision will be made in consultation with District.

(b) **Duties of District.** District shall timely communicate with Parker & Covert; make all reasonable efforts to cooperate with Parker & Covert (including making all reasonable

efforts to timely provide any information that Parker & Covert requests in order to carry out its duties under this Agreement); keep Parker & Covert informed of developments pertaining to the Bonds and the BANs; perform the obligations District has agreed to perform under this Agreement; and pay all monies due to Parker & Covert in a timely manner.

6. **Disclaimer of Guarantee.** By signing this Agreement, District acknowledges that Parker & Covert has made no promises or guarantees to District about the outcome of District's matter, and nothing in this Agreement shall be construed as such a promise or guarantee.

7. **Fees and Expenses.**

(a) **Bond Counsel.** Parker & Covert's fees for Bond Counsel services described above in Paragraph 1 for the Bonds to be sold shall be as follows:

- i. Measure L, Series G - \$20,000 with expenses not to exceed \$400
- ii. Measure H, Series A - \$30,000 with expenses not to exceed \$400.

(b) **Bond Anticipation Notes.** Parker & Covert's legal fees for services relating to the BANs described in Paragraph 1 above shall be in the amount of \$20,000 with expenses not to exceed \$800.

(c) **Disclosure Counsel.** Parker and Covert's fees for Disclosure Counsel services described above in Paragraph 1 for the Bonds and the BANs to be sold shall be as follows:

- i. Bonds - \$25,000 with expenses not to exceed \$400
- ii. BANs - \$20,000 with expenses not to exceed \$400.

(d) **Payment of Compensation.** The compensation provided for under subparagraphs (a) through (c) above shall be contingent upon the issuance and delivery of the Bonds and the BANs, and shall be payable solely from the proceeds of the Bonds and the BANs issued and at the time of issuance of the Bonds and the BANs.

8. **Legal Action Upon Default.** If District does not pay the balance when due or breaches any other terms of this Agreement, Parker & Covert may commence any legal action for collection of the balance due. District and Parker & Covert agree that all legal proceedings related to the subject matter of this Agreement shall be maintained in courts sitting within the State of California. District and Parker & Covert agree that the jurisdiction and venue for such proceedings shall lie exclusively with such courts. Further, the prevailing party in any such dispute shall be entitled to reasonable costs, including attorneys' fees.

9. **Arbitration of Fee Dispute.** If a dispute arises between Parker & Covert and District regarding Parker & Covert's fees or costs under this Agreement and Parker & Covert files suit in any court, or begins an arbitration proceeding other than through the State Bar or the local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, District will have the right to stay that suit or arbitration proceeding by timely

electing to arbitrate the dispute through the State Bar or a local bar association within the jurisdiction of the District under Business and Professions Code Sections 6200-6206, in which event Parker & Covert must submit the matter to that arbitrator.

10. Notices. All notices, letters, and other communications authorized or required by this Agreement shall be considered transmitted, served, and effective for all purposes on the date that they are reduced to writing, deposited in the United States first class mail, postage prepaid, and addressed as follows:

(a) To District:

Rio Elementary School District
1800 Solar Drive
Oxnard, CA 93030
Attention: John D. Puglisi, Ph.D., Superintendent

(b) To Parker & Covert:

Parker & Covert
2520 Venture Oaks Way, Suite 190
Sacramento, California 95833
Attention: Addison Covert

11. District Files. At District's request, upon the termination of services under this Agreement, Parker & Covert will promptly release all of District's papers and property to District (subject to any applicable protective orders or non-disclosure agreements).

12. Destruction of District File. If District does not request the return of its papers and property upon the termination of services under this Agreement, Parker & Covert will retain District's file for seven (7) years from the date of issuance of the most recently issued series of bonds, after which time Parker & Covert may have District's file destroyed. District acknowledges that it will not be notified prior to destruction of its papers and property, and consents to the same. The District must make separate arrangements with Parker & Covert in order to have its file maintained beyond seven (7) years after District's matter is concluded.

13. Termination. This Agreement may be terminated by District or Parker & Covert, or modified by mutual consent, at any time upon thirty (30) days written notice. If the District terminates this Agreement prior to the issuance of any series of Bonds or the Refunding Bonds, other than for reasonable cause, Parker & Covert shall be compensated in accordance with Paragraph 7(c) above. Parker & Covert and District each agree to sign any documents reasonably necessary to complete Parker & Covert's discharge or withdrawal.

14. Assignment. This Agreement is not assignable by Parker & Covert without the prior written consent of District.

15. Modification by Subsequent Agreement. This Agreement may be modified only by a written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day, month, and year first written above.

District:

RIO ELEMENTARY SCHOOL DISTRICT
a political subdivision of the State of California

By: _____

Parker & Covert:

PARKER & COVERT LLP

By: *Addison Covert*

11.6



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.6 Approval of Transitional Kindergarten Memorandum of Understanding with Rio Teachers Association
Access	Public
Type	Action (Consent)
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Dollar Amount	210,000.00
Budgeted	Yes
Budget Source	TK Grant and LCAP
Recommended Action	Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Last year, the CDE expanded the requirement for transitional Kindergarten programs for students who have turned four and the district worked with the Rio Teachers Association to write a memorandum of understanding to meet the state requirements. The expansion of the transitional kindergarten continues during the 2023-2024 school year and the continuance of an MOU is needed until TK language can be negotiated into the regular RTA collective bargaining agreement which is anticipated to happen in the coming year. The approval of this MOU allows for the expansion to continue and includes additional professional development, staffing, and resources as required under the regulations. Approval of the MOU allows the district to continue implementation of the TK program in accordance with the legal requirements.

[RSD and RTA TK MOU 23-24.pdf \(80 KB\)](#)

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.

Transitional Kindergarten MOU
(Planning and Implementation of Transitional Kindergarten Expansion Year 1)
6-6-23

The Rio School District (“District”) and the Rio Teachers Association (“RTA”), jointly known as the Parties (“Parties”) enter into this Memorandum of Understanding (“MOU”) regarding the issues related to the planning and expansion of Transitional Kindergarten (TK) for the 2023-2024 school year.

In accordance with state requirements regarding Universal Pre-kindergarten planning and Transitional Kindergarten expansion the parties enter into this agreement in order to fully develop and implement new regulations in a collaborative manner.

This MOU supersedes and replaces any language in regards to the supports for TK for the regular RTA collective bargaining agreement (CBA). All other language in the CBA shall remain in full force and effect for all TK Unit Members.

CURRICULUM AND PLANNING

1.1 Unit Members hired to work in TK classrooms during the 2023-2024 school year shall receive up to 6 hours of paid grade level planning time outside of their regular work day per month. Planning time shall be paid for out of the Universal Pre-Kindergarten (UPK) Grant and optional for all TK Unit Members.

1.1.1 Planning time shall be used for grade level planning of TK implementation including curriculum, assessment, report card development/realignment, and other needs determined by the transitional kindergarten team.

1.2 Up to five days (6 hours daily) per day of district led summer planning time shall be provided to TK Unit Members for planning and development of the program. Attendance at the summer planning sessions shall be optional. Dates for the professional development days will be provided to unit members prior to the last day of school.

1.3 TK Unit Members shall be paid the regular hourly rate up to three (3) hours per meeting to provide parent information meeting(s) for up to three (3) meetings prior to or during the beginning of the 2023-2024 school year. The three hours of pay cover planning and meeting time. (Not to exceed nine (9) hours total planning and meeting time.)

1.4 TK Unit Members shall be paid up to three (3) hours to provide a TK orientation for TK students and parents. The three hours of pay cover planning and meeting time.

1.5 District shall provide developmentally appropriate furniture, curriculum,

manipulatives, and other materials for all TK classrooms, including special education TK programs.

- 1.6 Self Contained Classroom TK Unit Members shall be provided up to \$500 for additional, supplemental classroom supplies and materials. TK Unit Members shall make every attempt to submit the order to Educational Services for purchase. Reimbursements shall be made only with prior approval from the site administrator.
- 1.7 Before the start of the 2023-2024, the site administrator shall meet with their TK Unit Members and an association chosen representative for the purposes of planning site based logistics that are unique to each site. If all members agree, a time outside of the work day can be used for planning. The implemented plan for each site's model cannot violate the contract.

PROFESSIONAL DEVELOPMENT

- 2.1 Each TK Unit Member shall be allotted a \$1,000 budget per year to support the professional development opportunities that will directly enhance and/or improve teaching and learning in the TK setting. This budget is apart from any PD provided by the district to all TK Unit Members.
- 2.2 District TK PLT dates should focus on the needs of the TK classroom to look at best practices, resources, and other capacity building professional development opportunities.

EXTRA ADULT SUPPORT, CLASS SIZE, AND RATIOS

- 3.1 Instructional Aides shall be hired to maintain classrooms within the state mandated ratios of 12 to 1. If class size exceeds the state mandated ratios at any time, additional adult support shall be provided.
 - 3.1.1 Substitute IAs shall be provided during the absence of the extra adult support.
 - 3.1.2 If no substitute IA is available, the district shall provide adult support by other means when possible (CSA, substitute teacher, etc)
 - 3.1.3 If no extra adult support is provided, the Unit Member shall be provided the daily overage rate of \$10 per student per day over the state mandated ratios.
- 3.2 Instructional Aides shall be provided for 5 hours daily to help during the instructional day and to help with preparation before and/or after student dismissal.
- 3.3 Every attempt shall be made to not make TK/K combos. For any TK/K combo made, the state mandated ratios for TK shall be maintained.

- 3.3.1 A TK or a TK/K combo for an SAI Mild/Moderate class shall not exceed 12 students.
- 3.3.2 When a TK/K combo is needed, the additional support provided to Kindergarten Unit Members shall be provided in addition to the instructional aide support provided to maintain the state mandated ratios including:
 - Push-in teacher support of 135 days annually of 120 minutes
 - 60 days of additional IA support for four (4) hours daily
- 3.4 Toileting shall be completed by trained support staff. All TK instructional aides will be trained in toileting and shall not be pulled from the TK classroom to address other toileting needs on campus in order to maintain state mandated ratios.
- 3.5 Should the ratio be impacted by enrollment during the school year, students shall be overflowed to a school site with program space available within five days. TK Unit Members shall be paid the daily overage rate per student until the student can be placed.
 - 3.5.1 Regular class size waivers shall not apply to TK Unit Members as ratios are state mandated and cannot be modified.

INSTRUCTIONAL DAY

- 4.1 Phase In Model:
 - 4.1.1 The TK instructional day shall be 230 instructional minutes starting the first day of school until October 31, 2023.
- 4.2 The TK regular instructional day shall be maintained at 260 minutes for the 2023-2024 school year. The regular instructional day for all TK students shall commence on November 2, 2023.
- 4.3 The minimum day for TK shall be 230 minutes.
 - 4.3.1 TK Unit Members shall be allotted the same number of minimum days as all other elementary school teachers per the CBA.
- 4.4 The District shall provide the allocations necessary for the increased supervisions to the school sites to cover TK recesses within the school day.

SPECIAL EDUCATION

- 5.1 Every attempt shall be made to hold IEPs during the school day for students in preschool and students in special education TK that require attendance of a general education TK Unit Member.
 - 5.1.1 TK teachers attending more than 2 IEP meetings for students not on their roster shall be paid the hourly teacher rate for up to two hours for preparation of

lesson plans for each day out of the class to attend IEP meetings.

- 5.2 Every effort shall be made to invite the general education TK unit member for the receiving school of the student.
- 5.3 For meetings held after school hours, TK Unit Member shall be paid the regular hourly rate after the first 2 IEPs held for students not currently on their roster. IEP attendance shall be rotated between the general education TK and general education Kindergarten Unit Members as much as possible.

FACILITIES

- 6.1 Every effort shall be made to house TK classrooms in locations with restrooms or as close to a restroom as possible.

CREDENTIAL AND SALARY

- 7.1 For purposes of salary advancement a TK certificate shall be considered a specialist credential (CLASS V) under early childhood or childhood development education.

DURATION

- 8.1 The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.

The District and the Association agree that either party may notify the other party in writing regarding the immediate re-opening of negotiations relative to any article within this MOU at any time during the duration of this agreement.

This MOU shall expire in full without precedent on June 14, 2024 unless extended by mutual written agreement of the Parties.

Tentatively Agreed to on June 6, 2023 pending ratification by the District and the Association.

For the District:

For the Association:

Rebecca Rocha, Director of Human Resources

Marisela Valdez, RTA President

11.7



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.7 Ratification of the Commercial Warrant for the period May 5, 2023 through June 8, 2023
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,824,667.76
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period May 5, 2023 through June 8, 2023

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$2,824,667.76 which includes processing payments for all funds of the District in the following amounts for the period May 5, 2023 through June 8, 2023.

Fund 010	General Fund	\$2,427,572.13
Fund 130	Cafeteria Fund	\$283,337.19
Fund 212	Building Fund Measure L	\$39,833.14
Fund 251	CAPITAL FACILITIES - RESIDENTIAL	\$37,925.66
Fund252	CAPITAL FACILITIES - COMMERCIAL	\$16,692.50
Fund 490	Capital Projects Fund for Blen	\$19,307.14
Less Unpaid Tax Liability		-\$ 0
Total:		\$2,824,667.76

[Commercial Warrant 5_5_23-6_8_23.pdf \(1,616 KB\)](#)

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.

ReqPay12a

Board Report

Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050046	05/18/2023	SISC FINANCE	010-3401	3,620.02	
5009049980	05/15/2023	Books Del Sur	010-4200	2,088.30	
5009050096	05/22/2023	PERMA BOUND	010-4200	13,899.23	
5009049833	05/09/2023	Advance Auto Parts	010-4300	924.74	
5009049834	05/09/2023	AMAZON CAPITAL SERVICES	010-4300	15,540.34	
5009049837	05/09/2023	Pacific Northwest Publishing dba Ancora Publishing	010-4300	639.38	
5009049842	05/09/2023	BARON INDUSTRIES	010-4300	754.68	
5009049843	05/09/2023	Blick Art Materials	010-4300	234.34	
5009049850	05/09/2023	Earth Easy	010-4300	6,725.92	
5009049853	05/09/2023	Curriculum Associates LLC	010-4300	439.29	
5009049856	05/09/2023	Estrellita Begining SpanishReading	010-4300	13,344.74	
5009049863	05/09/2023	Franklin Covey	010-4300	551.63	
5009049870	05/09/2023	Grainger	010-4300	1,119.43	
5009049873	05/09/2023	Laguna Clay Company	010-4300	110.00	
5009049874	05/09/2023	LAKESHORE	010-4300	101.83	
5009049877	05/09/2023	Linde Gas & Equipment Inc.	010-4300	127.33	
5009049883	05/09/2023	O'Reilly Auto Parts	010-4300	106.69	
5009049884	05/09/2023	PARADISE CHEVROLET	010-4300	432.58	
5009049891	05/09/2023	Rainbow Mealworms, Inc.	010-4300	36.55	
5009049894	05/09/2023	SANTA MARIA TIRE	010-4300	1,598.29	
5009049895	05/09/2023	SC FUELS	010-4300	2,825.87	
5009049896	05/09/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	1,629.99	
5009049898	05/09/2023	Skechers USA Inc.	010-4300	144.27	
5009049899	05/09/2023	Smith Pipe & Supply	010-4300	246.79	
5009049902	05/09/2023	Southwest School & Office Supply	010-4300	2,160.79	
5009049906	05/09/2023	Teacher Synergy, LLC	010-4300	2,400.00	
5009049913	05/11/2023	Mosqueda, Margarita	010-4300	92.64	
5009049916	05/11/2023	Maletta, Jeanine	010-4300	160.77	
5009049919	05/11/2023	Bibian, Myriah H	010-4300	63.35	
5009049921	05/11/2023	Layman, Edward	010-4300	112.31	
5009049922	05/11/2023	Solorio, Michelle	010-4300	105.10	
5009049928	05/11/2023	Carnitas El Brother Inc.	010-4300	3,711.09	
5009049931	05/11/2023	Cloud 9 Sports, LLC	010-4300	5,545.64	
5009049936	05/11/2023	Insect Lore	010-4300	28.60	
5009049946	05/11/2023	The Rosen Publishing Group	010-4300	11.61	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-4300	5,588.48	
5009049954	05/15/2023	Hudson, Leslie	010-4300	67.96	
5009049957	05/15/2023	Aswell Trophy	010-4300	3,186.53	
5009049961	05/15/2023	Carnitas El Brother Inc.	010-4300	2,283.75	
5009049964	05/15/2023	Decker Inc. School Fix	010-4300	247.24	
5009049973	05/15/2023	Jostens	010-4300	1,354.21	
5009049974	05/15/2023	Brick Wall Inc. Krueger Pottery	010-4300	71.59	
5009049975	05/15/2023	LAKESHORE	010-4300	3,302.71	
5009049982	05/15/2023	OTC BRANDS, INC.	010-4300	183.52	

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 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049986	05/15/2023	Rainbow Mealworms, Inc.	010-4300	70.03	
5009049987	05/15/2023	SCHOOL SPECIALTY, LLC	010-4300	1,419.08	
5009049992	05/15/2023	U.S. Bank Corporate Payment Systems	010-4300	45.91	
5009049995	05/18/2023	Garcia, Lisette	010-4300	300.09	
5009049996	05/18/2023	Anaya, Carlos	010-4300	75.35	
5009049997	05/18/2023	Mosqueda, Margarita	010-4300	21.12	
5009049998	05/18/2023	Hernandez, Maria M	010-4300	75.65	
5009050000	05/18/2023	Terrazas, Stefanie R	010-4300	189.57	
5009050002	05/18/2023	Marta, Julie E	010-4300	42.80	
5009050003	05/18/2023	Carrizales, Lionel	010-4300	229.43	
5009050005	05/18/2023	Romano, David R	010-4300	340.31	
5009050006	05/18/2023	Plomteaux, Ronda J	010-4300	87.26	
5009050007	05/18/2023	Stephenson, Rachel L	010-4300	194.29	
5009050010	05/18/2023	Bibian, Myriah H	010-4300	54.53	
5009050012	05/18/2023	Bonilla, Ashley	010-4300	34.50	
5009050013	05/18/2023	Ash, Nathan E	010-4300	52.73	
5009050014	05/18/2023	Thomas, Thailya	010-4300	44.10	
5009050015	05/18/2023	Airgas	010-4300	64.06	
5009050017	05/18/2023	Aswell Trophy	010-4300	671.12	
5009050016	05/18/2023	BARON INDUSTRIES	010-4300	234.48	
5009050020	05/18/2023	C D W GOVERNMENT, INC.	010-4300	578.91	
5009050023	05/18/2023	Fence Factory Rentals	010-4300	78.56	
5009050026	05/18/2023	Grainger	010-4300	92.39	
5009050028	05/18/2023	Green Thumb Nursery	010-4300	644.07	
5009050032	05/18/2023	Kimball Midwest	010-4300	896.23	
5009050033	05/18/2023	LAKESHORE	010-4300	483.33	
5009050035	05/18/2023	Live Scan Ventura	010-4300	52.00	
5009050045	05/18/2023	SC FUELS	010-4300	2,299.98	
5009050053	05/18/2023	VC Metals Inc	010-4300	227.77	
5009050064	05/22/2023	AMAZON CAPITAL SERVICES	010-4300	9,154.65	
5009050066	05/22/2023	Aswell Trophy	010-4300	85.46	
5009050073	05/22/2023	Davis Publications, Inc.	010-4300	49.95	
5009050081	05/22/2023	GOPHER SPORTS	010-4300	1,997.69	
5009050084	05/22/2023	Kimball Midwest	010-4300	1,337.97	
5009050085	05/22/2023	LAKESHORE	010-4300	122.95	
5009050087	05/22/2023	Lawson Products	010-4300	490.53	
5009050088	05/22/2023	MHP Laundry LLC dba Wash Wizard	010-4300	332.64	
5009050091	05/22/2023	O'Reilly Auto Parts	010-4300	65.12	
5009050093	05/22/2023	ODP Business Solutions	010-4300	1,925.97	
5009050098	05/22/2023	Piper Learning, Inc.	010-4300	4,380.62	
5009050104	05/22/2023	SCHOOL SPECIALTY, LLC	010-4300	398.43	
5009050109	05/22/2023	Smith Pipe & Supply	010-4300	123.09	
5009050110	05/22/2023	SYSCO VENTURA, INC.	010-4300	72.97	
5009050113	05/22/2023	STEFANIE TERRAZAS	010-4300	772.60	
5009050116	05/22/2023	Velocity Truck Center	010-4300	139.20	

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 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050131	05/30/2023	Carnitas El Brother Inc.	010-4300	1,484.44	
5009050132	05/30/2023	Center Glass Co	010-4300	385.00	
5009050137	05/30/2023	eSPECIAL NEEDS	010-4300	1,120.00	
5009050143	05/30/2023	John Gosnell DBA Gforce Printing	010-4300	1,411.51	
5009050144	05/30/2023	GOPHER SPORTS	010-4300	503.61	
5009050145	05/30/2023	HOME DEPOT CREDIT SERVICES	010-4300	8,172.51	
5009050151	05/30/2023	LAKESHORE	010-4300	254.47	
5009050156	05/30/2023	ODP Business Solutions	010-4300	6,685.09	
5009050163	05/30/2023	SC FUELS	010-4300	2,325.18	
5009050165	05/30/2023	Smith Pipe & Supply	010-4300	142.12	
5009050178	06/01/2023	Zaritsky, Deborah H	010-4300	33.98	
5009050181	06/01/2023	Echels, Alise R	010-4300	95.41	
5009050182	06/01/2023	Advance Auto Parts	010-4300	293.69	
5009050183	06/01/2023	AMAZON CAPITAL SERVICES	010-4300	8,663.49	
5009050185	06/01/2023	Aswell Trophy	010-4300	3,147.97	
5009050189	06/01/2023	AUTO CITY GLASS	010-4300	350.35	
5009050198	06/01/2023	EPMOV INC. Farm Cart Organics	010-4300	1,292.35	
5009050202	06/01/2023	John Gosnell DBA Gforce Printing	010-4300	213.04	
5009050203	06/01/2023	GIBBS INTERNATIONAL	010-4300	4,614.74	
5009050204	06/01/2023	Mammas Enterprise Goals 4 Sports	010-4300	302.00	
5009050206	06/01/2023	Green Thumb Nursery	010-4300	179.35	
5009050207	06/01/2023	Hexagramm US LLC	010-4300	450.11	
5009050215	06/01/2023	Linde Gas & Equipment Inc.	010-4300	123.22	
5009050216	06/01/2023	Mark It Place	010-4300	893.39	
5009050218	06/01/2023	MONTGOMERY HARDWARE CO.	010-4300	463.70	
5009050220	06/01/2023	O'Reilly Auto Parts	010-4300	144.31	
5009050221	06/01/2023	ODP Business Solutions	010-4300	3,373.31	
5009050223	06/01/2023	Print Cycle LLC	010-4300	679.75	
5009050228	06/01/2023	SC FUELS	010-4300	2,853.85	
5009050229	06/01/2023	Skechers USA Inc.	010-4300	345.68	
5009050236	06/01/2023	Velocity Truck Center	010-4300	62.57	
5009050241	06/05/2023	Aswell Trophy	010-4300	1,768.76	
5009050243	06/05/2023	Brandon Lewis	010-4300	1,689.19	
5009050257	06/05/2023	EduParts, LLC	010-4300	2,435.06	
5009050259	06/05/2023	GOPHER SPORTS	010-4300	4,130.98	
5009050260	06/05/2023	Grainger	010-4300	200.16	
5009050266	06/05/2023	Kimball Midwest	010-4300	1,944.04	
5009050272	06/05/2023	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300	34.41	
5009050273	06/05/2023	National Graphics Surfside Prints	010-4300	1,425.53	
5009050274	06/05/2023	National Highlights Inc.	010-4300	1,882.93	
5009050278	06/05/2023	Pioneer Valley Books	010-4300	423.02	
5009050282	06/05/2023	SC FUELS	010-4300	2,171.29	
5009050283	06/05/2023	SCHOLASTIC	010-4300	311.03	
5009050284	06/05/2023	Scholastic Inc.	010-4300	1,301.35	
5009050285	06/05/2023	SCHOOL NURSE SUPPLY, INC.	010-4300	579.30	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049902	05/09/2023	Southwest School & Office Supply	010-4325	2,434.46	
5009050029	05/18/2023	House Sanitary Supply	010-4325	6,509.31	
5009050082	05/22/2023	House Sanitary Supply	010-4325	3,181.79	
5009050146	05/30/2023	House Sanitary Supply	010-4325	10,006.25	
5009050208	06/01/2023	House Sanitary Supply	010-4325	535.97	
5009050277	06/05/2023	Pioneer Chemical Co	010-4325	5,498.06	
5009050288	06/05/2023	Southwest School & Office Supply	010-4325	1,464.73	
5009050053	05/18/2023	VC Metals Inc	010-4335	42.87	
5009050218	06/01/2023	MONTGOMERY HARDWARE CO.	010-4335	517.82	
5009049858	05/09/2023	Ewing Irrigation Products Inc	010-4360	31.83	
5009049899	05/09/2023	Smith Pipe & Supply	010-4360	1,175.76	
5009050028	05/18/2023	Green Thumb Nursery	010-4360	343.30	
5009050045	05/18/2023	SC FUELS	010-4360	487.58	
5009050061	05/18/2023	YAMA LAWNMOWER REPAIR	010-4360	411.27	
5009050077	05/22/2023	Ewing Irrigation Products Inc	010-4360	940.56	
5009050090	05/22/2023	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4360	19.67	
5009050095	05/22/2023	Pacific Equipment	010-4360	910.69	
5009050109	05/22/2023	Smith Pipe & Supply	010-4360	586.39	
5009050145	05/30/2023	HOME DEPOT CREDIT SERVICES	010-4360	1,056.90	
5009050163	05/30/2023	SC FUELS	010-4360	492.92	
5009050165	05/30/2023	Smith Pipe & Supply	010-4360	677.05	
5009050197	06/01/2023	Ewing Irrigation Products Inc	010-4360	463.13	
5009050228	06/01/2023	SC FUELS	010-4360	605.00	
5009050239	06/01/2023	YAMA LAWNMOWER REPAIR	010-4360	48.03	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-4400	3,295.22	
5009049970	05/15/2023	GigaKom	010-4400	4,293.19	
5009050015	05/18/2023	Airgas	010-4400	229.89	
5009050033	05/18/2023	LAKESHORE	010-4400	2,483.76	
5009050064	05/22/2023	AMAZON CAPITAL SERVICES	010-4400	3,222.86	
5009050071	05/22/2023	C D W GOVERNMENT, INC.	010-4400	589.71	
5009050115	05/22/2023	USI	010-4400	1,966.45	
5009050204	06/01/2023	Marmas Enterprise Goals 4 Sports	010-4400	2,273.77	
5009050245	06/05/2023	C D W GOVERNMENT, INC.	010-4400	9,848.37	
5009050260	06/05/2023	Grainger	010-4400	200.15	
5009050287	06/05/2023	Shaper Tools, Inc.	010-4400	4,284.16	
5009050294	06/05/2023	USI	010-4400	1,930.45	
5009049836	05/09/2023	AMN Allied Services LLC	010-5100	3,255.22	
5009049840	05/09/2023	ATX Learning LLC	010-5100	6,369.73	
5009049857	05/09/2023	EverDriven Technologies	010-5100	487.84	
5009049879	05/09/2023	Maxtm Healthcare Staffing	010-5100	7,354.39	
5009049885	05/09/2023	PASSAGEWAY, INC.	010-5100	5,483.44	
5009049886	05/09/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009049900	05/09/2023	Soliant Health LLC	010-5100	5,045.29	
5009049908	05/09/2023	Therapy Travelers LLC	010-5100	419.68	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049910	05/09/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	655.15	
5009049944	05/11/2023	Rebecca R. Simonson	010-5100	1,909.38	
5009049959	05/15/2023	Karen Horde	010-5100	1,881.04	
5009049971	05/15/2023	Horalla Rodriguez dba HR Entertainment	010-5100	2,236.36	
5009049983	05/15/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	3,182.16	
5009049991	05/15/2023	The Stepping stones Group, LLC	010-5100	2,209.40	
5009050076	05/22/2023	EverDriven Technologies	010-5100	487.84	
5009050097	05/22/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009050099	05/22/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.86	
5009050107	05/22/2023	Ventura County SELPA	010-5100	54,983.57	
5009050108	05/22/2023	Ventura County SELPA	010-5100	84,180.85	
5009050117	05/22/2023	Ventura County Office of Education Business	010-5100	27,180.14	
5009050122	05/30/2023	AMN Allied Services LLC	010-5100	366.21	
5009050124	05/30/2023	Aspiranet	010-5100	4,057.62	
5009050126	05/30/2023	ATX Learning LLC	010-5100	7,391.36	
5009050127	05/30/2023	Karen Horde	010-5100	2,736.06	
5009050128	05/30/2023	Karen Horde	010-5100	2,137.55	
5009050138	05/30/2023	EverDriven Technologies	010-5100	487.84	
5009050153	05/30/2023	Maxim Healthcare Staffing	010-5100	18,737.13	
5009050158	05/30/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009050159	05/30/2023	New Direction Solutions LLC Pro Care Therapy	010-5100	1,767.87	
5009050162	05/30/2023	Rebecca R. Simonson	010-5100	1,650.82	
5009050169	05/30/2023	The Stepping stones Group, LLC	010-5100	4,894.97	
5009050171	05/30/2023	Tammy Van Fleet, PHD, BCBAD	010-5100	509.56	
5009050177	05/31/2023	Ventura County Behavioral Health Department	010-5100	6,991.16	
5009050184	06/01/2023	AMN Allied Services LLC	010-5100	3,255.22	
5009050209	06/01/2023	Horalla Rodriguez dba HR Entertainment	010-5100	1,801.52	
5009050217	06/01/2023	Maxim Healthcare Staffing	010-5100	6,194.59	
5009050222	06/01/2023	Pioneer Healthcare Services	010-5100	2,160.00	
5009049829	05/09/2023	Escobar, Hugo M	010-5200	47.16	
5009049830	05/09/2023	Amparan-Henschel, Naomi A	010-5200	55.94	
5009049831	05/09/2023	Hernandez, Ana G	010-5200	4.98	
5009049852	05/09/2023	Learning Innovation Systems	010-5200	579.00	
5009049882	05/09/2023	Naomi Amparan-Henschel	010-5200	423.13	
5009049893	05/09/2023	SAN DIEGO COUNTY SUPT. OF SCHOOLS	010-5200	280.00	
5009049915	05/11/2023	Downing, Courtney A	010-5200	231.87	
5009049917	05/11/2023	Hudson, Jeffery	010-5200	100.00	
5009049918	05/11/2023	Ransom, Ann M	010-5200	369.86	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-5200	1,580.16	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049953	05/15/2023	Vasquez, Andre' J	010-5200	220.09	
5009049981	05/15/2023	Orange County Department of Ed	010-5200	10,782.00	
5009049993	05/15/2023	Ventura County Office of Education Business	010-5200	60.00	
5009049994	05/18/2023	Jester, Janelle	010-5200	422.16	
5009049999	05/18/2023	Mooney, Erin C	010-5200	184.14	
5009050001	05/18/2023	Escobar, Hugo M	010-5200	20.96	
5009050004	05/18/2023	Rosales, Rosie	010-5200	35.37	
5009050008	05/18/2023	Magana, Carlos S	010-5200	20.96	
5009050009	05/18/2023	Brinson, Brittany N	010-5200	287.66	
5009050011	05/18/2023	Rivera, Eugenia	010-5200	290.12	
5009050063	05/22/2023	Torres, Mario	010-5200	1,684.93	
5009050083	05/22/2023	Jacqueline Coronado	010-5200	449.42	
5009050102	05/22/2023	SAFE KIDS VENTURA COUNTY	010-5200	127.50	
5009050135	05/30/2023	CSBA c/o West America Bank	010-5200	2,700.00	
5009050179	06/01/2023	Martinez, Mindy L	010-5200	229.26	
5009050187	06/01/2023	ATDLE	010-5200	675.00	
5009050226	06/01/2023	Rosallinda Melchor	010-5200	447.10	
5009050235	06/01/2023	University Of California Santa Barbara	010-5200	1,200.00	
5009049912	05/09/2023	West Ventura County Business	010-5300	840.00	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-5300	470.49	
5009050036	05/18/2023	MWG MESTMAKER & ASSOCIATES	010-5450	195.00	
5009049851	05/09/2023	SOUTHERN CALIF. EDISON	010-5520	28,954.20	
5009049965	05/15/2023	SOUTHERN CALIF. EDISON	010-5520	4,068.36	
5009050022	05/18/2023	SOUTHERN CALIF. EDISON	010-5520	23,485.89	
5009050195	06/01/2023	SOUTHERN CALIF. EDISON	010-5520	8,749.87	
5009050256	06/05/2023	SOUTHERN CALIF. EDISON	010-5520	18,861.77	
5009049865	05/09/2023	THE GAS COMPANY	010-5530	1,499.88	
5009050142	05/30/2023	THE GAS COMPANY	010-5530	3,118.22	
5009049838	05/09/2023	APPLIED BACKFLOW TECHNOLOGIES	010-5540	270.00	
5009049844	05/09/2023	California American Water	010-5540	1,051.24	
5009049909	05/09/2023	UNITED WATER CONSERVATION DIST	010-5540	7,344.43	
5008049829	05/11/2023	CITY OF OXNARD	010-5540	4.64	
5009050190	06/01/2023	California American Water	010-5540	1,431.98	
5009050247	06/05/2023	CULLIGAN WATER	010-5540	43.00	
5009050248	06/05/2023	CULLIGAN WATER	010-5540	29.75	
5009050249	06/05/2023	CULLIGAN WATER	010-5540	26.50	
5009050250	06/05/2023	CULLIGAN WATER	010-5540	43.00	
5009050251	06/05/2023	CULLIGAN WATER	010-5540	68.00	
5009050252	06/05/2023	CULLIGAN WATER	010-5540	107.00	
5009050253	06/05/2023	CULLIGAN WATER	010-5540	74.00	
5009049849	05/09/2023	E J Harrison & Sons	010-5560	90.00	
5009050075	05/22/2023	E J Harrison & Sons	010-5560	12,165.36	
5009049848	05/09/2023	City Of Oxnard-City Treasurer	010-5561	76.16	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050193	08/01/2023	City Of Oxnard-City Treasurer	010-5561	191.79	
5009049932	05/11/2023	De Lage Landen Financial Servi ces, Inc.	010-5600	206.49	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-5600	1,150.00	
5009049977	05/15/2023	Magic Jump Rentals	010-5600	1,798.00	
5009050060	05/18/2023	XEROX CORPORATION	010-5600	1,118.16	
5009050065	05/22/2023	Amigo Party Rentals, Inc	010-5600	780.48	
5009050094	05/22/2023	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5600	182.50	
5009050106	05/22/2023	Security Self Storage	010-5600	469.80	
5009050121	05/30/2023	Amigo Party Rentals, Inc	010-5600	780.48	
5009050242	06/05/2023	Bertrands Music (Pedersens)	010-5600	599.70	
5009049835	05/09/2023	AMERICAN BUILDING COMFORT	010-5610	384.16	
5009049866	05/09/2023	GIBBS INTERNATIONAL	010-5610	989.75	
5009049901	05/09/2023	Sonitrol	010-5610	219.20	
5009049940	05/11/2023	M/M Mechanical Inc.	010-5610	45,515.37	
5009049976	05/15/2023	M/M Mechanical Inc.	010-5610	8,551.88	
5009049990	05/15/2023	TELCOM, INC	010-5610	3,388.38	
5009050016	05/18/2023	AMERICAN BUILDING COMFORT	010-5610	568.94	
5009050023	05/18/2023	Fence Factory Rentals	010-5610	127.51	
5009050027	05/18/2023	GREATAMERICA FINANCIAL SVCS	010-5610	168.57	
5009050030	05/18/2023	Jaynes Brothers	010-5610	3,400.00	
5009050055	05/18/2023	Venco Western	010-5610	15,440.00	
5009050061	05/18/2023	YAMA LAWNMOWER REPAIR	010-5610	411.26	
5009050111	05/22/2023	TELCOM, INC	010-5610	644.95	
5009050112	05/22/2023	TENNANT SALES AND SERVICE CO.	010-5610	801.40	
5009050166	05/30/2023	Sonitrol	010-5610	43.61	
5009050172	05/30/2023	Venco Electric	010-5610	635.00	
5009050203	06/01/2023	GIBBS INTERNATIONAL	010-5610	10,194.37	
5009050205	06/01/2023	GREATAMERICA FINANCIAL SVCS	010-5610	282.96	
5009050211	06/01/2023	Jaynes Brothers	010-5610	20,052.00	
5009050240	06/05/2023	AMERICAN BUILDING COMFORT	010-5610	687.35	
5009049925	05/11/2023	Canon Solutions America, Inc	010-5612	3,442.06	
5009049926	05/11/2023	Canon Financial Services, Inc	010-5612	5,747.77	
5009049927	05/11/2023	Canon Financial Services, Inc	010-5612	5,655.77	
5009050059	05/18/2023	XEROX CORPORATION	010-5612	15,936.21	
5009050068	05/22/2023	Canon Solutions America, Inc	010-5612	6,768.05	
5009050129	05/30/2023	Canon Solutions America, Inc	010-5612	5,905.27	
5009050130	05/30/2023	Canon Financial Services, Inc	010-5612	5,805.01	
5009050150	05/30/2023	KONICA MINOLTA PREMIER FINANCE	010-5612	1,700.03	
5009049878	05/09/2023	M/M Mechanical Inc.	010-5620	13,754.00	
5009049892	05/09/2023	SCHINDLER ELEVATOR CORPORATION	010-5620	414.33	
5009049955	05/15/2023	AMERICAN BUILDING COMFORT	010-5620	22,775.00	
5009050116	05/22/2023	Velocity Truck Center	010-5620	1,144.17	

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050210	06/01/2023	Integrated Fire and Safety	010-5620	2,012.38	
5009050236	06/01/2023	Velocity Truck Center	010-5620	545.18	
5009050263	06/05/2023	Integrated Fire and Safety	010-5620	1,595.63	
5009050279	06/05/2023	POWER MACHINERY CENTER	010-5620	1,078.89	
5009049860	05/09/2023	Fence Factory Rentals	010-5630	196.66	
5009050023	05/18/2023	Fence Factory Rentals	010-5630	98.33	
5009050170	05/30/2023	United Site Services	010-5630	4,146.36	
5009049832	05/09/2023	Adam Burton	010-5800	2,900.00	
5009049836	05/09/2023	AMN Allied Services LLC	010-5800	744.78	
5009049840	05/09/2023	ATX Learning LLC	010-5800	1,820.27	
5009049845	05/09/2023	CASA PACIFICA	010-5800	3,789.75	
5009049847	05/09/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	375.00	
5009049854	05/09/2023	Emma E. Mikita	010-5800	550.00	
5009049855	05/09/2023	Ericka D. Waskewics	010-5800	2,014.00	
5009049857	05/09/2023	EverDriven Technologies	010-5800	2,212.16	
5009049860	05/09/2023	Fence Factory Rentals	010-5800	2,005.59	
5009049861	05/09/2023	FGL Environmental	010-5800	466.00	
5009049862	05/09/2023	Fran Amer Costello, MA	010-5800	1,775.00	
5009049867	05/09/2023	Gold Coast Radio LLC	010-5800	3,360.00	
5009049868	05/09/2023	Golden State Alarms, Inc.	010-5800	1,585.08	
5009049871	05/09/2023	William Venegas Hip Hop Mindset	010-5800	3,500.00	
5009049876	05/09/2023	Lindsey Gold Leap4Fun	010-5800	525.00	
5009049879	05/09/2023	Maxim Healthcare Staffing	010-5800	718.77	
5009049880	05/09/2023	Most Excellent Enterprises	010-5800	1,800.00	
5009049885	05/09/2023	PASSAGEWAY, INC.	010-5800	1,889.21	
5009049886	05/09/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009049887	05/09/2023	Platinum tow & Transport	010-5800	262.50	
5009049888	05/09/2023	Professional Tutors of America	010-5800	630.00	
5009049897	05/09/2023	SERVICE PRO-FIRE PROTECTION	010-5800	3,742.00	
5009049900	05/09/2023	Soliant Health LLC	010-5800	1,229.51	
5009049901	05/09/2023	Sonitrol	010-5800	675.61	
5009049903	05/09/2023	Steve Sunnarborg	010-5800	850.00	
5009049905	05/09/2023	T-Mobile	010-5800	173.70	
5009049908	05/09/2023	Therapy Travelers LLC	010-5800	362.32	
5009049910	05/09/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,819.85	
5009049911	05/09/2023	ANDRE VASQUEZ	010-5800	250.00	
5009049914	05/11/2023	Orozco, Kayden A	010-5800	188.57	
5009049923	05/11/2023	All Languages Interpreting	010-5800	700.00	
5009049930	05/11/2023	Stephen Clark	010-5800	550.00	
5009049934	05/11/2023	Durham Transportation	010-5800	3,339.58	
5009049937	05/11/2023	ISLAND PACKERS CRUISES	010-5800	1,935.00	
5009049938	05/11/2023	ISLAND PACKERS CRUISES	010-5800	1,890.00	
5009049939	05/11/2023	Jasmine Keys	010-5800	500.00	
5009049944	05/11/2023	Rebecca R. Simonson	010-5800	8,650.62	

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

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Board Report

Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	010-5800	12,967.08	
5009049956	05/15/2023	Amigo Party Rentals, Inc	010-5800	2,356.56	
5009049959	05/15/2023	Karen Horde	010-5800	1,748.96	
5009049983	05/15/2023	CALIFORNIA SCHOOL MANAGEMENT	010-5800	18,450.00	
5009049986	05/15/2023	Emma E. Mikita	010-5800	950.00	
5009049987	05/15/2023	Ericka D. Waskewics	010-5800	3,689.50	
5009049971	05/15/2023	Horalia Rodriguez dba HR Entertainment	010-5800	1,363.64	
5009049978	05/15/2023	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	1,480.00	
5009049979	05/15/2023	Most Excellent Enterprises	010-5800	1,100.00	
5009049980	05/15/2023	Nee Quaison Sackey	010-5800	2,800.00	
5009049983	05/15/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	1,907.84	
5009049984	05/15/2023	Professional Tutors of America	010-5800	405.00	
5009049988	05/15/2023	Steve Sunnarborg	010-5800	700.00	
5009049989	05/15/2023	Teacher Synergy, LLC	010-5800	5,100.00	
5009049991	05/15/2023	The Stepping stones Group, LLC	010-5800	830.60	
5009050017	05/18/2023	Aswell Trophy	010-5800	2,687.55	
5009050019	05/18/2023	Carlos Dimas	010-5800	625.00	
5009050024	05/18/2023	FGL Environmental	010-5800	67.00	
5009050037	05/18/2023	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800	22,859.20	
5009050039	05/18/2023	Oxnard Historical Farm Park Foundation	010-5800	707.00	
5009050040	05/18/2023	Oxnard Union High School District	010-5800	2,150.52	
5009050043	05/18/2023	Joshua Valdivia	010-5800	1,350.00	
5009050044	05/18/2023	SAFETY-KLEEN, INC.	010-5800	2,455.22	
5009050048	05/18/2023	Steve Sunnarborg	010-5800	1,200.00	
5009050049	05/18/2023	Super Nature Adventures, LLC	010-5800	4,000.00	
5009050052	05/18/2023	Trisha DiFazio Consulting	010-5800	2,500.00	
5009050056	05/18/2023	Ventura Co. Community College District	010-5800	275.00	
5009050058	05/18/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,533.00	
5009050069	05/22/2023	Carlos Dimas	010-5800	1,100.00	
5009050070	05/22/2023	Camitas El Brother Inc.	010-5800	4,850.25	
5009050072	05/22/2023	Crown Plaza Ventura Beach	010-5800	2,910.21	
5009050076	05/22/2023	EverDriven Technologies	010-5800	2,212.16	
5009050080	05/22/2023	Luis Gerardo Guillen	010-5800	3,387.50	
5009050089	05/22/2023	Most Excellent Enterprises	010-5800	1,900.00	
5009050092	05/22/2023	OC Tech Innovations Corp	010-5800	960.00	
5009050097	05/22/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009050099	05/22/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	2,007.14	
5009050105	05/22/2023	Seaside Therapy, Inc.	010-5800	2,500.00	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050107	05/22/2023	Ventura County SELPA	010-5800	6,366.43	
5009050108	05/22/2023	Ventura County SELPA	010-5800	7,709.15	
5009050118	05/22/2023	Ventura County Office of Education Business	010-5800	50.00	
5009050120	05/23/2023	Santa Barbara Zoological Gardens	010-5800	398.00	
5009050122	05/30/2023	AMN Allied Services LLC	010-5800	83.79	
5009050123	05/30/2023	ARC	010-5800	3,445.00	
5009050124	05/30/2023	Aspiranet	010-5800	4,057.63	
5009050126	05/30/2023	ATX Learning LLC	010-5800	2,651.14	
5009050127	05/30/2023	Karen Horde	010-5800	2,543.94	
5009050128	05/30/2023	Karen Horde	010-5800	1,987.45	
5009050134	05/30/2023	COUNTY OF VENTURA GENERAL SERVICES AGENCY	010-5800	46,829.20	
5009050136	05/30/2023	Emma E. Mikita	010-5800	2,400.00	
5009050138	05/30/2023	EverDriven Technologies	010-5800	2,212.16	
5009050140	05/30/2023	Footworks Youth Ballet	010-5800	243.00	
5009050149	05/30/2023	John Tracy Center	010-5800	367.50	
5009050162	05/30/2023	Lucas Brady Quinn Lightning Quick Sports	010-5800	1,250.00	
5009050153	05/30/2023	Maxim Healthcare Staffing	010-5800	5,075.29	
5009050154	05/30/2023	Most Excellent Enterprises	010-5800	2,000.00	
5009050155	05/30/2023	Nee Quaison Sackey	010-5800	3,000.00	
5009050157	05/30/2023	PARADIGM HEALTHCARE SERVICES	010-5800	875.77	
5009050158	05/30/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009050159	05/30/2023	New Direction Solutions LLC Pro Care Therapy	010-5800	3,272.13	
5009050161	05/30/2023	Rain Master Irrigation Systems	010-5800	14.95	
5009050162	05/30/2023	Rebecca R. Simonson	010-5800	7,479.18	
5009050164	05/30/2023	SERVICE PRO-FIRE PROTECTION	010-5800	560.00	
5009050166	05/30/2023	Scitrol	010-5800	134.39	
5009050167	05/30/2023	Steve Sunnarborg	010-5800	1,775.00	
5009050169	05/30/2023	The Stepping stones Group, LLC	010-5800	1,765.03	
5009050171	05/30/2023	Tammy Van Fleet, PHD, BCBAD	010-5800	1,415.44	
5009050173	05/30/2023	Ventura County Office of Education Business	010-5800	50.00	
5009050177	05/31/2023	Ventura County Behavioral Health Department	010-5800	30,761.07	
5009050184	08/01/2023	AMN Allied Services LLC	010-5800	744.78	
5009050185	06/01/2023	Aswell Trophy	010-5800	1,267.30	
5009050192	06/01/2023	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800	625.00	
5009050196	06/01/2023	Edward Lee Layman	010-5800	4,250.00	
5009050199	06/01/2023	Fran Amer Costello, MA	010-5800	2,075.00	
5009050201	06/01/2023	Luis Gerardo Guillen	010-5800	1,500.00	
5009050209	06/01/2023	Horalia Rodriguez dba HR Entertainment	010-5800	1,098.48	
5009050213	06/01/2023	Lindsey Gold Leap4Fun	010-5800	1,455.00	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050214	06/01/2023	Learning Priority, Inc	010-5800	4,950.00	
5009050217	06/01/2023	Maxim Healthcare Staffing	010-5800	965.41	
5009050222	06/01/2023	Pioneer Healthcare Services	010-5800	1,080.00	
5009050227	06/01/2023	Rubber Neck Signs	010-5800	1,556.82	
5009050230	06/01/2023	Steve Sunnarborg	010-5800	2,025.00	
5009050232	06/01/2023	TAFT ELECTRIC	010-5800	5,980.56	
5009050245	06/05/2023	C D W GOVERNMENT, INC.	010-5800	7,131.36	
5009050246	06/05/2023	CALIFORNIA SCHOOL MANAGEMENT	010-5800	3,150.00	
5009050261	06/05/2023	Maria Laura Hendrix	010-5800	3,187.50	
5009050264	06/05/2023	Jasmine Keys	010-5800	1,300.00	
5009050289	06/05/2023	Mister Softee	010-5800	1,491.00	
5009050270	06/05/2023	Most Excellent Enterprises	010-5800	2,150.00	
5009050275	06/05/2023	CITY OF OXNARD OXNARD FIRE DEPARTMENT	010-5800	750.00	
5009050276	06/05/2023	Oxnard Union High School Distr ict	010-5800	285.00	
5009050281	06/05/2023	Salsana LLC	010-5800	3,000.00	
5009050286	06/05/2023	SERVICE PRO-FIRE PROTECTION	010-5800	325.00	
5009050289	06/05/2023	Crown Castle	010-5800	4,017.75	
5009050290	06/05/2023	Steve Sunnarborg	010-5800	1,325.00	
5009050291	06/05/2023	T-Mobile	010-5800	173.70	
5009050292	06/05/2023	TAFT ELECTRIC	010-5800	212.00	
5009050296	06/05/2023	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800	3,055.00	
5009050297	06/05/2023	Dr. Elizabeth Yeager	010-5800	3,486.75	
5009049881	05/09/2023	Myers, Widders, Gibson, Jones	010-5802	3,208.84	
5009050067	05/22/2023	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	30,740.00	
5009050188	06/01/2023	Atkinson, Andelson, Loya, Ruud & Romo	010-5802	1,030.00	
5009049846	05/09/2023	Christy White Accountancy Corp	010-5803	14,850.00	
5009050035	05/18/2023	Live Scan Ventura	010-5804	156.00	
5009049839	05/09/2023	AT&T	010-5900	68.55	
5009049859	05/09/2023	FEDEX	010-5900	48.17	
5009049864	05/09/2023	Frontier Communications	010-5900	360.64	
5009049924	05/11/2023	AT&T	010-5900	213.68	
5009049958	05/15/2023	AT&T	010-5900	2,233.79	
5009049968	05/15/2023	Frontier Communications	010-5900	167.11	
5009050025	05/18/2023	Frontier Communications	010-5900	53.79	
5009050079	05/22/2023	Frontier Communications	010-5900	245.16	
5009050125	05/30/2023	AT&T	010-5900	73.03	
5009050139	05/30/2023	FEDEX	010-5900	25.97	
5009050141	05/30/2023	Frontier Communications	010-5900	227.32	
5009050175	05/30/2023	Windstream	010-5900	8,262.42	
5009050186	06/01/2023	AT&T	010-5900	213.95	
5009050200	06/01/2023	Frontier Communications	010-5900	306.93	
5009049869	05/09/2023	GOLDEN STATE COPIER & MAILING	010-5910	759.59	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050191	06/01/2023	CMRS-FP	010-5915	5,000.00	
5009049951	05/11/2023	VERIZON WIRELESS	010-5920	481.06	
5009049935	05/11/2023	EJS Construction, Inc	010-6102	180,715.14	
5009049950	05/11/2023	Venco Western	010-6102	28,263.44	
5009050055	05/18/2023	Venco Western	010-6102	2,088.39	
5009049841	05/09/2023	Dave Bang Associates, Inc of CA	010-6400	6,961.78	
5009049869	05/15/2023	GIBBS INTERNATIONAL	010-6400	15,380.79	
5009049972	05/15/2023	Hughes General Engineering	010-6400	17,920.00	
5009050262	06/05/2023	House Sanitary Supply	010-6400	600.88	
5009049941	05/11/2023	Mark It Place	010-8699	3,018.02	
5009049973	05/15/2023	Jostens	010-8699	9,745.10	
5009050180	06/01/2023	Marin, Sandra	010-9201	1,594.66	
5009050046	05/18/2023	SISC FINANCE	010-9516	2,275.11	
5009050038	05/18/2023	United of Omaha Life Ins. Co.	010-9534	790.74	
5009050046	05/18/2023	SISC FINANCE	010-9534	669,554.47	
5009050219	06/01/2023	United of Omaha Life Ins. Co.	010-9534	913.56	
5009050046	05/18/2023	SISC FINANCE	010-9537	27,657.35	
5009050168	05/30/2023	Tax Deferred Services Corporate Office Suite 209	010-9539	92,024.33	
Total Number of Checks			408	2,427,572.13	
5009049834	05/09/2023	AMAZON CAPITAL SERVICES	130-4300	1,317.99	
5009049992	05/15/2023	U.S. Bank Corporate Payment Systems	130-4300	11,068.30	
5009050047	05/18/2023	STEVENSON'S RESTAURANT EQUIP.	130-4300	260.08	
5009050064	05/22/2023	AMAZON CAPITAL SERVICES	130-4300	218.40	
5009050078	05/22/2023	EPMOV INC. Farm Cart Organics	130-4300	888.00	
5009050093	05/22/2023	ODP Business Solutions	130-4300	294.41	
5009050133	05/30/2023	CITY OF OXNARD	130-4300	600.00	
5009050145	05/30/2023	HOME DEPOT CREDIT SERVICES	130-4300	2,540.33	
5009050156	05/30/2023	ODP Business Solutions	130-4300	57.55	
5009050183	06/01/2023	AMAZON CAPITAL SERVICES	130-4300	2,708.54	
5009050237	06/01/2023	Ventura County Star	130-4300	1,672.88	
5009050267	06/05/2023	King & King Ranch	130-4300	656.25	
5009049920	05/11/2023	Martinez, Mayra A	130-4305	150.00	
5009049872	05/09/2023	Home Country Pizza	130-4710	95.00	
5009049875	05/09/2023	Laubacher Farms, inc	130-4710	47.00	
5009049890	05/09/2023	Tri County Bread Service	130-4710	331.73	
5009049904	05/09/2023	SYSCO VENTURA, INC.	130-4710	6,190.96	
5009049907	05/09/2023	THE BERRY MAN, INC.	130-4710	7,796.10	
5009049947	05/11/2023	SYSCO VENTURA, INC.	130-4710	26,982.58	
5009049948	05/11/2023	THE BERRY MAN, INC.	130-4710	10,195.20	
5009050021	05/18/2023	Driftwood Dairy, Inc.	130-4710	11,091.93	
5009050034	05/18/2023	Laubacher Farms, inc	130-4710	760.00	
5009050042	05/18/2023	Tri County Bread Service	130-4710	3,523.66	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050050	05/18/2023	SYSCO VENTURA, INC.	130-4710	52,189.52	
5009050051	05/18/2023	THE BERRY MAN, INC.	130-4710	14,288.15	
5009050057	05/18/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	4,501.70	
5009050074	05/22/2023	Driftwood Dairy, Inc.	130-4710	2,863.31	
5009050086	05/22/2023	Laubacher Farms, inc	130-4710	559.35	
5009050101	05/22/2023	Tri County Bread Service	130-4710	473.64	
5009050110	05/22/2023	SYSCO VENTURA, INC.	130-4710	12,176.80	
5009050114	05/22/2023	THE BERRY MAN, INC.	130-4710	13,248.08	
5009050119	05/22/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	1,239.00	
5009050194	06/01/2023	Driftwood Dairy, Inc.	130-4710	4,491.39	
5009050212	06/01/2023	Laubacher Farms, inc	130-4710	719.00	
5009050224	06/01/2023	Tri County Bread Service	130-4710	1,786.37	
5009050225	06/01/2023	Ramiro Avina	130-4710	272.00	
5009050231	06/01/2023	SYSCO VENTURA, INC.	130-4710	24,861.70	
5009050233	06/01/2023	THE BERRY MAN, INC.	130-4710	11,087.65	
5009050238	06/01/2023	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710	525.30	
5009050254	06/05/2023	Driftwood Dairy, Inc.	130-4710	3,857.24	
5009050258	06/05/2023	EPMOV INC. Farm Cart Organics	130-4710	228.00	
5009050268	06/05/2023	Laubacher Farms, inc	130-4710	565.00	
5009050280	06/05/2023	Tri County Bread Service	130-4710	2,849.60	
5009050293	06/05/2023	THE BERRY MAN, INC.	130-4710	10,128.00	
5009049949	05/11/2023	U.S. Bank Corporate Payment Systems	130-5200	659.00	
5009049992	05/15/2023	U.S. Bank Corporate Payment Systems	130-5200	565.92	
5009049889	05/09/2023	Puretec Industrial Water	130-5600	382.59	
5009049943	05/11/2023	Puretec Industrial Water	130-5600	492.20	
5009049985	05/15/2023	Puretec Industrial Water	130-5600	251.74	
5009050031	05/18/2023	Kamran & Company, Inc Altn Dorie Prulitsky	130-5600	785.54	
5009050100	05/22/2023	Puretec Industrial Water	130-5600	251.74	
5009050160	05/30/2023	Puretec Industrial Water	130-5600	251.74	
5009050174	05/30/2023	VENTURA REFRIGERATION SALES & SERVICE	130-5600	803.00	
5009050295	06/05/2023	VENTURA REFRIGERATION SALES & SERVICE	130-5600	3,559.88	
5009050059	05/18/2023	XEROX CORPORATION	130-5612	5.09	
5009049958	05/15/2023	AT&T	130-5900	17.17	
5009049962	05/15/2023	CDE/CASHIER'S OFFICE	130-9320	31.62	
5009050041	05/18/2023	P & R Paper Supply Co., Inc.	130-9320	21,654.77	
5009050244	06/05/2023	CDE/CASHIER'S OFFICE	130-9320	1,267.50	
Total Number of Checks			58	283,337.19	
5009050234	06/01/2023	US BANK	212-5800	2,000.00	

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Checks Dated 05/05/2023 through 06/08/2023

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009050265	06/05/2023	KBZ Architects	212-6101	17,642.27	
5009050054	05/18/2023	Venco Electric	212-6102	575.00	
5009050147	05/30/2023	Hughes General Engineering	212-6102	1,250.00	
5009049942	05/11/2023	NV/5 West, Inc.	212-6135	2,570.00	
5009050271	06/05/2023	NV/5 West, Inc.	212-6135	3,456.00	
5009050054	05/18/2023	Venco Electric	212-6202	6,393.92	
5009050265	06/05/2023	KBZ Architects	212-6219	5,945.95	
Total Number of Checks			6	39,833.14	
5009049945	05/11/2023	Reed Mechanical Systems Inc.	251-5610	8,527.00	
5009050103	05/22/2023	Sage Realty Group	251-5800	28,500.00	
5009049881	05/09/2023	Myers, Widders, Gibson, Jones	251-5802	898.66	
Total Number of Checks			3	37,925.66	
5009049952	05/11/2023	Vineyard Real Estate, LLC	252-5600	12,600.00	
5009050148	05/30/2023	JENSEN DESIGN & SURVEY	252-6135	4,092.50	
Total Number of Checks			2	16,692.50	
5009050064	05/22/2023	AMAZON CAPITAL SERVICES	490-4300	666.45	
			490-4400	6,591.50	
5009049933	05/11/2023	DTA	490-5800	190.55	
5009050082	05/18/2023	ZIONS BANK CORPORATE TRUST DIVISION	490-5800	1,950.00	
5009050255	06/05/2023	DTA	490-5800	768.64	
5009050176	05/31/2023	Venco Electric	490-6202	9,140.00	
Total Number of Checks			5	19,307.14	

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	408	2,427,572.13
130	Cafeteria Fund	58	283,337.19
212	Building Fund Measure L	6	39,833.14
251	CAPITAL FACILITIES - RESIDENTI	3	37,925.66
252	CAPITAL FACILITIES COMMERCIAL	2	16,692.50
490	Capital Projects Fund for Blen	5	19,307.14
Total Number of Checks		469	2,824,667.76
Less Unpaid Tax Liability			.00
Net (Check Amount)			2,824,667.76

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
Page 14 of 14

11.8



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.8 Approval of the Certification of Signatures fiscal year 2023/2024
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends the Board approve the Certification of Signatures for the 2023/2024 fiscal year.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Pursuant to Education Codes Sections 42632 & 42633 certification of signatures is required annually at the beginning of each fiscal year or with a change of administrative personnel or change of officers to the board.

[Certification of Signatures_001.pdf \(570 KB\)](#)

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.

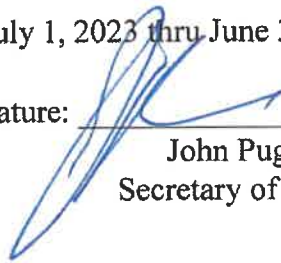
RIO SCHOOL DISTRICT CERTIFICATION OF SIGNATURES

I, John D. Puglisi, Ph.D., Secretary to the Board of Education of Rio School District of Ventura County, California hereby certify that the signatures shown below are the verified signatures of the members of the governing Board of the above-mentioned named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notice of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Section indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

The approved signatures will be considered valid for July 1, 2023 thru June 30, 2024

Date of Board Action: June 21, 2023

Signature: _____



John Puglisi
Secretary of the Board

PART 1

Signatures of Members of the Board

Signature: _____
Print/Type: Eleanor Torres
Title: President

Signature: _____
Print/Type: Felix Eisenhower
Title: Trustee

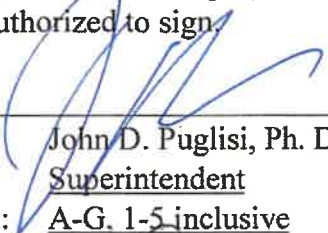
Signature: _____
Print/Type: Kristine Anderson
Title: Trustee

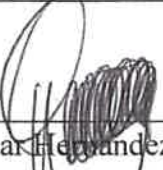
Signature: _____
Print/Type: Rosa Balderamma
Title: Trustee

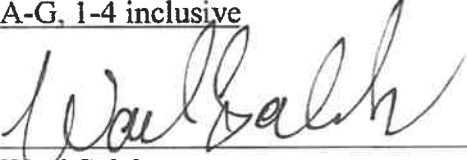
Signature: _____
Print/Type: Alesia Martin
Title: Trustee


PART 2


Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that a person is authorized to sign.

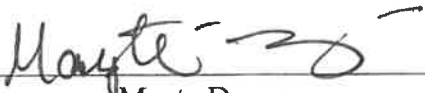
Signature 
Print/Type: John D. Puglisi, Ph. D
Title: Superintendent
Authorized to Sign: A-G. 1-5 inclusive

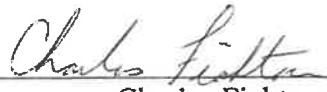
Signature 
Print/Type: Oscar Hernandez
Title: Assistant Superintendent of Educational Services
Authorized to Sign: A-G. 1-4 inclusive

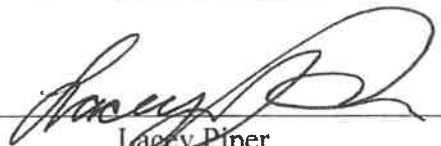
Signature 
Print/Type: Wael Saleh
Title: Assistant Superintendent Business Services
Authorized to Sign: A-G. 1-5 inclusive


Signature 
Print/Type: Rebecca Rocha
Title: Director of Human Resources
Authorized to Sign: A-G. 1-4 inclusive


Signature 
Print Type: Veronica Rauschenberger
Title: Director of School and Systems Improvement
Authorized to Sign: G. 2 inclusive

Signature 
Print/Type: Mayte Duenez
Title: Director of Fiscal Services
Authorized to sign: B-G, 2-5 inclusive

Signature 
Print Type: Charles Fichtner
Title: Director of Maintenance and Operations
Authorized to Sign: G. 2-3 inclusive

Signature 
Print Type: Lacey Piper
Title: Director of Child Nutrition and Wellness
Authorized to Sign: G. 2-5 inclusive

Signature 
Print Type: Jarkko Myllari
Title: Director of Technology
Authorized to Sign: G. 2-5 inclusive

Signature 
Print Type: Erika Johnson
Title: Director of Pupil Personnel Services
Authorized to Sign: G. 2-5 inclusive

11.9



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.9 Approval of Contract renewal with FoodCorps service for the 2023/2024 school year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	57,000.00
Budgeted	Yes
Budget Source	LCAP - \$44,000.00 / Child Nutrition - \$13,000.00
Recommended Action	Staff recommends that the FoodCorp's Service Site Agreement be approved for the 2023/2024 year.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:

Wael Saleh, Assistant Superintendent; Oscar Hernandez, Assistant Superintendent Educational Services; and Lacey Piper, Director, Child Nutrition and Wellness

Rationale:

This agreement is to host 4 FoodCorps Service members for the 2023-2024 school year. This is the fifth year Rio School District has worked with FoodCorps, a division of AmeriCorps, whose mission is to work with communities to connect kids to healthy food in school.

Rio School District is honored to have been selected to be a host for four FoodCorps Service members for the 2023/2024 school year. FoodCorps partner with school districts, schools, and community organizations who play a critical role in fulfilling their mission and directly support service members in implementing high quality programming. Serving 40 hours per week, a service member will provide Rio students and families with hands on lessons based in nutrition, garden and culinary education. FoodCorps mission directly aligns with Rio School Districts LCAP goals 1 and 5.

- Three Nutrition Educators - 40 hours per week, a service member will provide Rio Students with hands-on lessons based in nutrition, garden, and culinary education at two Rio Schools per educator: Rio Del Sol, Rio Plaza, Rio Lindo, Rio Del Norte, Rio Rosales, and Rio Del Mar.
- One service member for a District Pilot Position - 40 hours per week, a service member will support Rio's effort to increase local procurement by 20%, help with recipe development and student driven menus, support California Thursday initiatives, implement waste management programs, support the districts wellness policy, and host virtual cook nights.

Service Fee: \$57,000

[Rio's PY24 CA Service Site Agreement.pdf \(506 KB\)](#)

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.



FoodCorps Service Site Agreement

This Service Site Agreement (the "Agreement") is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 ("FoodCorps") and **Rio School District** ("Service Site"), which is a [ENTITY TYPE] in the state of **California**, Tax ID: **95-600-2550**.

RECITALS

- A. FoodCorps partners with schools and communities to nourish kids' health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. FoodCorps AmeriCorps members serve alongside educators and school nutrition leaders for a year of service to provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child.
- B. Service Site is a/an __ School District __ that desires to partner with FoodCorps in California (the "FoodCorps State") by facilitating FoodCorps programming in the FoodCorps State.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document along with all exhibits and documents referenced herein will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in **Exhibit A** are included for reference and are incorporated by reference into this Agreement.

3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is incorporated by this reference into this Agreement. Service Site further agrees as follows:

3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

3.1.1 FoodCorps Requirements, Policies and Procedures the terms of which are incorporated by reference into this Agreement, and within the FoodCorps

Handbook. Service Site supervisors will receive access to the FoodCorps Handbook during their supervisor training.

3.1.2 Prohibited Activities Rules. Service Site understands that the FoodCorps Handbook outlines the rules that prohibit the Service Site and Service Members from engaging in certain activities (as amended, modified or supplemented from time to time, collectively the "Prohibited Activities Rules"). The Prohibited Activities Rules may be modified from time to time by AmeriCorps or FoodCorps in writing (including by email). The Prohibited Activities Rules are incorporated by reference into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities Rules.

3.1.3 Nondisplacement in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site's participation in the FoodCorps Program or Service Site's utilization of any Service Member.

3.2 Program Service Fee. Service Site agrees to comply with the following regarding the Program Service Fee:

3.2.1 Unless otherwise agreed to in a writing signed or confirmed by both parties, Service Site must pay FoodCorps the Program Service Fee within 30 days of receipt of the invoice. FoodCorps will send Service Site its invoice in September.

3.2.2 No part of a Program Service Fee may be raised by or through the service of a Service Member.

3.2.3 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either compelling circumstance (as outlined in the FoodCorps Handbook) or termination of this Agreement in accordance with the terms of this Agreement, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 School Memorandum of Understanding. If Service Site is a school district or community based organization, then Exhibit C must be signed by an authorized representative from each school served. If Service Site is an individual school, the School MOU is included in the Agreement and does not need to be signed separately.

3.4 Additional Service Site Obligations. Service Site further agrees as follows:

3.4.1 Service Site shall not make any offer or promise relating to an existing or potential service member's compensation or benefits.

3.4.2 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their respective Service Member contracts and in the FoodCorps Handbook.

- 3.4.3 Service Site must provide or ensure, as applicable, a safe and accessible work space for Service Members including consistent access to a computer, phone, printing and general office supplies, and storage space for program materials. This also includes making every reasonable effort to ensure that the health and safety of Service Members are protected during the performance of their assigned duties. Service Site may not assign or require Service Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 3.4.4 Service Site agrees to complete the Partnership Planning Process (as defined in Exhibit A) in collaboration with FoodCorps to document their long term goals, their annual plan for programming, and the progress monitoring tool prior to the Start Date outlined in Exhibit A.
- 3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. Service Site will also review the Partnership Plan (as defined in Exhibit A) with the Service Member within the first quarter of the Service Term.
- 3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of the Service Members, including but not limited to:
- i. Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
 - ii. Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
 - iii. Service Site personnel changes that result in a new staff member being appointed as Service Site Supervisor.

4. Mutual Understandings. For the avoidance of doubt, the parties acknowledge and agree

as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps's intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps's ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which AmeriCorps funds FoodCorps as an AmeriCorps program and continues FoodCorps's corresponding grant, and on FoodCorps's receipt of funding from sources other than AmeriCorps. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps's control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of Service Members regardless of targets or (b) replacement of Service Members who are suspended or terminated or who resign.
- 4.4 Service Site may conduct fundraising activities to support the Service Member Program Service Fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Prior to commencing any fundraising activities related to the Program Service Fee in which Service Site intends to raise \$1,000 or more, Service Site must notify FoodCorps in advance of launching such fundraising activities.
- 4.5 FoodCorps welcomes advice and suggestions from Service Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed by all parties. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date (as defined in Exhibit A); or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Service Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until all Service Members have completed their required number of service hours

or have formally withdrawn or been released from the program.

- 5.3 **Mutual Agreement.** Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 **Material Breach.** Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.5 **Service Site Breach.** If Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 **Effect of Termination.** Upon expiration or earlier termination of this Agreement, Service Site's rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration. In cases where a Service Member leaves service before the End Date, FoodCorps will reimburse Service Site a pro rate portion of the Program Service Fee at a rate based on the date of exit and the amount of service hours reported (outlined in detail in the FoodCorps Handbook) as long as neither negligence on the part of Service Site or violations by Service Site of its obligations under this Agreement are the reasons for the exit by Service Member.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site.

6. Recordkeeping and Reporting

- 6.1 Service Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and Service Members ("Records"). Service Site will retain all Records for a period of not less than seven years following the termination or expiration of this Agreement or as otherwise required by applicable law and regulations. Service Site will make available all Records to FoodCorps and AmeriCorps for review, inspection, or audit upon written request during the term of this Agreement and for seven years after the expiration or termination of this Agreement.
- 6.2 Service Site will respond to and submit required programmatic reports to FoodCorps within the time frames specified by FoodCorps.

7. Independent Contractors

7.1 The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner of pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have the right or authority to assume or undertake any obligation of any kind, expressed or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency.

8. Background Checks

8.1 FoodCorps provides background checks for all Service Members that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by AmeriCorps and require clearance prior to start of service.

Any additional background or health checks required of Service Members by the Service Site must be facilitated and paid for by the Service Site.

9. Confidential Information

9.1 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 9.2) considers confidential or proprietary. "Confidential Information" includes all information received by Service Site from FoodCorps related to this Agreement or the Program. "Confidential Information" does not include information that the Receiving Party (as defined in Section 9.2) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.

9.2 In connection with this Agreement, each party (for purposes of this Section 9, the "Disclosing Party") may disclose or make available its Confidential Information to the other party to the extent permitted by law (for purposes of this Section 9, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:

- i. not use or permit to be used the Disclosing Party's Confidential Information other than

as necessary to exercise its rights or perform its obligations under this Agreement.

- ii. protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
- iii. not disclose the Disclosing Party's Confidential Information except to its directors, officers, employees, consultants, or legal advisors ("Representatives") who: (a) have a need to know for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 9; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.
- iv. be responsible for ensuring its employees', consultants', and legal advisers' compliance with, and be liable for any breach by such individuals of this Section 8.

9.3 At the Disclosing Party's request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party's Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.

9.4 Each party's confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains "Confidential Information."

10. Insurance; Limitation on Liability; Indemnification

10.1 Select *ONE* of the options for the 10.1 section of this Agreement.

Option A: Check to select

Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.

Option B: Check to select

Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site's operations and activities, including oversight of the FoodCorps Program.

- 10.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.
- 10.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and its officers, directors, employees, and members from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

11. General Provisions

- 11.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 11.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 11.3 Assignment. Neither this Agreement nor any other rights or obligations of a party under this Agreement may be assigned or delegated by either party.
- 11.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 11.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 11.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all

prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.

11.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a facsimile signature, or email signature in PDF form, whose signature shall have the same force and effect as an original signature.

* * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

SERVICE SITE:
Rio School District

FOODCORPS:
FoodCorps, Inc.

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

THE UNDERSIGNED **SERVICE SITE SUPERVISOR** HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT.

Signature _____

Print Name _____

Title _____

Date _____

EXHIBIT A

Definitions

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Site, and FoodCorps within the FoodCorps Program.

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate the FoodCorps Programming pursuant to this Agreement.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

Partnership Planning Process: The Partnership Planning process is collaborative between the Service Site and FoodCorps' Impact and Partnership Lead. The Partnership Plan consists of three components: 1) Multi-Year Goals, 2) Annual Planning, and 3) Progress Monitoring. Multi-Year Goals support the development of longer term district goal/s and creates a roadmap for how to reach them through yearly objectives. Annual Planning supports planning out the next year of your partnership with FoodCorps. The Progress Monitoring Tool gathers baseline information to monitor progress over time and help guide FoodCorps approach to providing programming and support.

Program: A national public service program conducted by FoodCorps in partnership with schools and communities to nourish kids' health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. Service Members complete a year-long term of stipended AmeriCorps service, during which they provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child. The Program may also be referred to in this Agreement as the "FoodCorps Program".

Service Member: AmeriCorps members enrolled to serve in the FoodCorps Program pursuant to a contract with FoodCorps ("Service Member Contract"). Service members are not "employees" or "apprentices" or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Site is the entity entering into this Agreement. Service Site is located within the FoodCorps State and is a school, school district, or community-based nonprofit organization focused on health, education, and/or food systems. Service Members perform their Term of Service at the Service Site.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 8 of the year of this Agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the Program year (between the Start Date August 7, 2023 and the End Date July 5, 2024).

EXHIBIT B

Service Site Partner Requirements

Outlined below are the key investments, program management responsibilities, and partnership commitments that FoodCorps requires of all service sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All service sites are also expected to read and comply with the **FoodCorps Handbook** and the **Service Site Agreement**.

All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at gatherings.

Service Site Requirements

FoodCorps and AmeriCorps invest over \$75,000 per member in order to place and support well-trained, emerging leaders in schools across the country. In return for 1,700 hours of service, FoodCorps requires the following investments from each service site:

- ✓ Pay an annual partnership and per member fee to FoodCorps.
- ✓ Reimburse mileage expenses for any necessary travel that members incur during service hours, not including their commute between home and service.
- ✓ Provide service members with a safe workplace that includes a dedicated work space and consistent access to a computer, phone, printing and general office supplies.
- ✓ Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities.

Site Supervisor Responsibilities

Service sites must appoint one staff member to act as the service site supervisor, the primary point of contact with FoodCorps. The site supervisor must be identified prior to the start of the service term, and they will be required to fulfill the following responsibilities:

- ✓ Collaborate with FoodCorps and district partners to build a plan with multi-year goals to build sustainable programming and impact.
- ✓ Actively participate in local service member recruitment for their site.
- ✓ Attend any required FoodCorps trainings, including an orientation for new supervisors.
- ✓ Conduct weekly check-ins with each service member to provide ongoing coaching and support.
- ✓ Approve weekly timesheets and ensure members serve a minimum of 1,700 hours.
- ✓ Complete a formal mid-term and end-of-term review for each service member.
- ✓ Adhere to all AmeriCorps rules and regulations.
- ✓ Release service members for all required national and state-based trainings.

District Partnership

If the service site is not an individual school district, then the site is responsible for selecting and building strong partnerships with local school districts based on the following requirements:

- ✓ Partnering districts must include schools where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure.
- ✓ Multiple stakeholders in partnering districts must agree to meet with FoodCorps staff as requested throughout the year.
- ✓ Partner districts and schools must post provided FoodCorps AmeriCorps partnership signage in 1-2 visible locations (lobby, office, cafeteria, etc.).

Programmatic Support

Site Supervisors and district/school staff must collaborate with FoodCorps to develop an annual service plan for each service member to successfully meet their 1700 hours while supporting district goals.

- ✓ FoodCorps service must be structured so that each service member can successfully meet at least one of the following requirements:
 - *Food Education-focus:* The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden to a minimum of 100 students in grades K-8 for 10+ instructional hours during their service term.
 - *School Nutrition-focus:* The FoodCorps service members must actively contribute to initiatives and projects that lead to changes to the district or school menu in alignment with partner goals.
- ✓ All sites must participate in and support service member participation in data collection, reporting, and other program evaluation efforts.

Overview of Timeline

October	Service Member Application launches
March-May	Service Member Selection
Summer	Service Site Supervisors attend required FoodCorps training (dates vary)
August-July	FoodCorps' Program Year

EXHIBIT C

2023-2024 Memorandum of Understanding SCHOOL VERSION

Site Partner: _____
Site Supervisor/Role: _____
Site Supervisor Email: _____
Site Supervisor Phone: _____

This memorandum of understanding is entered into between FoodCorps, **SITE**, and **SCHOOL**. This document outlines mutual expectations to ensure an impactful partnership between FoodCorps and the School. Please review the following information in full and sign below.

FoodCorps partners with local organizations and schools to create nourishing environments for students to eat, learn, and grow. FoodCorps, the Service Site, and the School understand the following:

FoodCorps Service Program

The FoodCorps program is built on three evidence-based areas of service that support nourishing school food environments: **1) Hands-On Learning; 2) Nourishing School Meals; and 3) Culture of Health.**

FoodCorps will place a **full/part** time Service Member at the School with the expectation that they report for **X** days per week to deliver FoodCorps programming. Service at the school will start on _____ 2023 and run through _____ 2024.

- **Required** - Prior to the start of service, the School agrees to complete and approve the Service Member Action Plan in collaboration with the Site Supervisor (_____) and outline their goals and a plan for the delivery of programming in each area of service.
- **Required** - The School agrees to provide a minimum of 30 minutes for the Service Member to provide an "Introduction to FoodCorps" presentation for all school staff within the first month of the school year. Wherever possible, food services and school maintenance or custodial staff should be included in the training.
- **Hands-on Learning:** The School will ensure the FoodCorps Service Member has a regular schedule that includes ongoing access to instructional time with consistent groups of students in grades K-5.
 - At a minimum, FoodCorps Service Members must teach or co-teach the same classes totaling at least 100 students for a minimum of 10 hours over the course of the school year.
 - Service Members should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
 - FoodCorps lessons will begin by the 4th week of the school year.
 - In partnership with the Service Member and Site Supervisor, the School should co-create a teaching schedule that includes a minimum of 12 teaching blocks (30-55 minutes) per week.
 - The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, while Service Members deliver hands-on lessons.

- o FoodCorps hands-on learning classes should be incorporated into the school's educational program, and should not be treated as an opportunity that students must earn. FoodCorps takes a responsive approach to student behavior and asks that students not be excluded from FoodCorps programming due to behavioral issues during other parts of the school day.
- **Nourishing School Meals:** FoodCorps sees mealtimes in the cafeteria as learning opportunities to develop lifelong eating habits and positive social skills.
 - o The School will support the FoodCorps Service Member's efforts in the cafeteria by introducing them to cafeteria staff within the first month of service and providing access to the necessary facilities.
 - o The Service Member's schedule should include 5 hours per week for regular cafeteria activities, which may include leading taste tests, supporting cafeteria staff in recipe creation and promotions, serving as a role model and positive presence in creating a safe and nourishing cafeteria community.
- **Schoolwide Culture of Health:** Service Members will be engaged community members to help connect FoodCorps programming throughout the school building and beyond the school day.
 - o FoodCorps Service Members should be invited to organize, lead, or participate in already scheduled school events to connect the school community to nourishing food (e.g. Family Cooking Nights, Open House, Back to School Night).
 - o FoodCorps Service Members should be invited to support, organize, or lead family engagement opportunities (e.g., family newsletters, family cooking nights, etc.) in partnership with the school.
 - o FoodCorps Service Members should be included in the school wellness and/or garden committee(s), if such teams exist.

AmeriCorps

The FoodCorps Service Member assigned to your school will be an AmeriCorps member contracted by FoodCorps. As an AmeriCorps public service program, FoodCorps must adhere to rules and requirements including, but not limited to, the following:

- FoodCorps Service Members may not serve as substitute teachers and cannot perform activities that someone would otherwise be paid to do.
- FoodCorps Service Members may complete AmeriCorps paperwork or planning during the school day as long as this does not interfere with their regularly scheduled programming.

Supervision

The FoodCorps Site Supervisor, in partnership with the FoodCorps Program Coordinator/Manager, is responsible for supervision and support of the Service Member.

- The School agrees to contact the Site Supervisor and FoodCorps Program Coordinator immediately regarding any issues or questions that may arise.
- The School identifies the following school-based staff member to serve as a School Advisor who will act as the primary point of contact and support for the Service Member at the School:

Name: _____

Roles: _____

Email: _____

We ask the School advisor to support the Service Member(s) in the following ways:

- Introducing the Service Member to the school community and providing an orientation to school policies and procedures as described in the [School Orientation checklist](#).
- Inviting the Service Member to attend relevant staff training, school meetings, and events for school staff, and otherwise treating the member as a part of the school community.
- Establishing and supporting the Service Member to maintain a regular schedule that meets the programming requirements listed above.
- Ensuring that the Service Member is provided with the standard school or district-issued identification necessary to access the school building.
- Providing direct feedback to FoodCorps by completing an annual school experience survey (sent in May/June).

FoodCorps requires that service members and requests that school staff support and participate in efforts to collect data and evaluate the impact of our programming. This includes an annual school staff survey and student survey.

Site Visits

FoodCorps staff members will conduct a minimum of two (2) annual site visits, which may include observation of the FoodCorps Service Member and meetings with school-based staff. FoodCorps staff may request to conduct additional visits to the School with donors or other partners.

Training

FoodCorps provides training, conferences, and professional development opportunities to Service Members throughout the year.

- The School is responsible for providing the Service Member with an orientation to the school community that includes school rules, policies, and procedures to ensure the safety of the Service Member and students at the School. See the [School Orientation checklist](#).
- The School must allow and plan for the release of Service Members for all required FoodCorps related training activities, including but not limited to state training and Mid-Year Gatherings. In all possible cases, Service Members will provide the School with at least one week advance notice of an absence for scheduled training.
- FoodCorps strongly urges that the School and Site set aside Monday mornings (8 am - noon) for Service Members to complete ongoing training provided by the site and FoodCorps. When possible, do not schedule ongoing lessons or cafeteria support activities at this time.

Safety

Service conditions for all Service Members must be maintained to all applicable local workplace health and safety regulations.

- FoodCorps provides background checks for all Service Members that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by AmeriCorps and require clearance prior to start of service.
- The School must provide Service Members with up-to-date training and information regarding the health and safety protocols for the school. These must adhere to the latest state and local health department guidelines related to COVID-19. The School will support Service Members to adhere to these protocols, and at minimum follow the most up to date FoodCorps Principles for Safety in Service During COVID-19, see Appendix A.
- FoodCorps Service Members will have tested negative for TB and FoodCorps will provide reimbursement for First Aid and CPR training and certification if required by the school.

School Name _____

School Principal or Administrator

Name _____

Email _____

Signature _____

Date _____

School Advisor

Name _____

Email _____

Signature _____

Date _____

Service Site Supervisor

Name _____

Email _____

Signature _____

Date _____

FoodCorps Impact & Partnership Lead

Name _____

Email _____

Signature _____

Date _____

EXHIBIT D

FoodCorps Principles for Safety in Service During COVID-19

Last updated March 23, 2023; subject to change

FoodCorps' expectations for in-person service

For the 2023-2024 service term, FoodCorps' expectation is that service members will serve in person at their schools and sites when students and teachers are present for in-person learning in your community. If a member cannot meet the site or school's expectations for in-person service, FoodCorps will work with the state staff, service site, and service member regarding a temporary suspension of service or termination of the service term for the member.

FoodCorps' expectations for vaccinations:

2023-2024 Service Term: In accordance with CDC guidelines, FoodCorps will require COVID vaccinations for all service members. At present that includes one booster in addition to the primary series of vaccinations. Service members may request a medical or religious exemption. Any exemptions must be approved by FoodCorps' HR in addition to their local service site in order for a member to serve.

A note for service sites: FoodCorps requires all Service Sites and Schools to provide service members with training and up to date information on the specific school, site, and local protocols for public health and safety related to COVID-19. In the absence of more rigorous or specific guidance at the local level, the Service Site should ensure that FoodCorps service members comply with the following principles as minimum standards for safety. If, for any reason, a service member is unable, unwilling, or, as a Service Site, you cannot support them to adhere to these minimum standards, please inform the FoodCorps state team as soon as possible.

Principles for Safety

The impact of COVID-19 varies across the many communities we serve, as does the response of local and state officials. While policies and guidelines for safety differ depending on where you serve, every individual plays a role in preventing the spread of the virus. Your safety and that of the communities you serve is a top priority for FoodCorps. Therefore, we ask that all members adhere to the minimum standards for safety outlined below. If your school, site, or state provides more prescriptive and specific guidelines, please read and comply with those protocols first and foremost. In cases where more rigorous guidelines do not exist, service members should follow the basic principles listed below.

FoodCorps will provide three disposable masks for each service member (included in your National Orientation box) at the beginning of the service term. FoodCorps also offers reimbursement for the purchase of safety equipment and supplies for your service, such as additional masks, hand sanitizer, gloves, disinfectants, etc., purchased through the Service Member Supply Fund, if you need more in addition to what your site, school, or district can provide. Contact your program coordinator if you have any questions about how to purchase PPE through the Service Member Supply Fund.

The following principles are based on current research and guidance provided by public health professionals:

Stay informed-

- Keep up to date on [COVID-19 community level](#), local school, district, site, and state public health policies, protocols and guidelines related to COVID-19 and adhere to them. Reach out to your site supervisor and state team if you have questions or concerns about these policies.
- Be familiar with the [symptoms of COVID-19](#)

Practice physical distancing-

- [Increasing space and distance](#) between yourself and others may help to avoid possible exposure.
- Improving ventilation and filtration can help protect you from getting infected with and spreading the virus that causes COVID-19. Whenever practical, engage in group activities outdoors (i.e. teach classes in the garden). If indoors, you can improve ventilation by opening windows and turning a fan on. Read more from the CDC on [Improving Ventilation and Spending Time Outdoors](#).

Wear a well-fitting mask-

- If you are in a public indoor area where [COVID-19 Community level](#) is substantial or high, you should wear a well-fitting mask, regardless of vaccination status.
- FoodCorps requires all staff, service members, and participants to follow [CDC](#) and [FoodCorps guidelines](#) during **in-person FoodCorps events**, regardless of vaccination status, to the extent permitted by applicable state and local law.
- Consider wearing a mask in crowded outdoor settings and for activities with close contact with others regardless of level of transmission, particularly if individuals are at risk or have someone in their household who is at increased risk of severe disease or not fully vaccinated.
- See the [CDC's guidelines for more info on how to protect yourself and others](#).

Maintain good hygiene-

- [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
- If you are around others and are not wearing a cloth face cover, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Clean and disinfect frequently touched surfaces, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

Monitor your health and test

- Monitor for any [symptoms of COVID-19](#).

- Do NOT report for in-person service if you are even mildly sick. Stay home and let your site supervisor and FoodCorps program coordinator know immediately. If you have any symptoms of COVID-19, test immediately. See [when to get tested for COVID-19](#).
 - [See the CDC's guide to different test types](#). From the website: "*COVID-19 self-tests along with vaccination, wearing a well-fitted mask, and physical distancing, help protect you and others by reducing the chances of spreading COVID-19.*"

Isolate to prevent spread

Per [CDC's guidelines regarding Isolation and Precautions for People with COVID-19](#)

- If you were exposed to COVID-19:
 - Wear a mask as soon as you find out you were exposed. Start counting from Day 1 (Day 1 is the first full day after your last exposure).
 - For the next 10 full days: wear a high-quality [mask](#) or respirator (e.g., N95) any time you are around others inside your home or indoors in public, do not go places where you are unable to wear a mask, take extra precautions if you will be around people who are more likely to get very sick from COVID-19, and watch for symptoms.
 - Get tested at least 5 full days after your last exposure. Test even if you don't develop symptoms.
 - If you already had COVID-19 within the past 90 days, see specific testing recommendations on the CDC page.
- If you test positive for COVID-19:
 - Isolate immediately to prevent spread.
 - If you are asymptomatic, you may return to service after day 5.
 - If you had symptoms, you can return to service after day 5 if your symptoms are improving and you have been fever-free for at least 24 hours without taking fever-reducing medication.

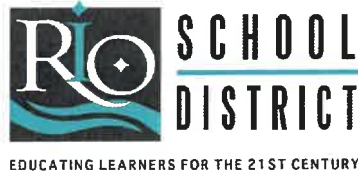
Guidance for Service Members with Health Concerns

If you have a medical condition that may place you at a higher risk for severe COVID-19 illness, or are concerned for any other reason about your ability to serve safely given the needs and circumstances at your FoodCorps service site, please reach out to your FoodCorps' site supervisor and program coordinator to discuss accommodations. If you are uncomfortable discussing your medical situation with your site supervisor or program coordinator, please reach out to FoodCorps' HR team at hr@foodcorps.org.

References and Additional Resources:

- [List of Links to State Health Department Websites](#)
- [OSHA Protecting Workers: Guidance on Mitigating and Preventing the Spread of COVID-19 in the Workplace](#)
- [CDC Guidance on Reopening for Schools, Child Care, and Youth Programs](#)
- [CDC Guidance for COVID-19 Prevention in K-12 Schools](#)
- World Health Organization: [Coronavirus Disease Advice for the Public](#)
- World Health Organization: [Key Actions for Prevention in Schools](#)

11.10



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.10 Approval of Notice of Award for the Grocery Bid, Bid No. 23-CNS-003, to Sysco for the 23/24 school year.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that the Board approve the Notice of Award to Sysco for the Grocery bid, No. 23-CNS-003.

Public Content

Speaker:
 Wael Saleh, Assistant Superintendent of Business Services
 Lacey Piper, Director, Child Nutrition

Rationale:
 Award of BID No. 23-CNS-003 Food and Grocery Products:
 This bid was held on June 2nd, 2023 at the District Office of the Rio School District, 1800 Solar Drive, 3rd Floor, Oxnard, California. Bid was received from one vendor and one vendor declined to bid. The bid was evaluated on several criteria including price, USDA Food Management, Key Personnel and Customer Service, Dispute History, Experience and References, and Local Sourcing. A bid recapitulation is provided below:

Evaluation Factor	Point Available	SYSCO Ventura Inc.
• Price	50	50
• USDA Food Management	15	13
• Key Personnel	5	4.25
• Dispute History	8	4
• Experience and References	15	14.05
• Local Sourcing	7	5.5
Total Points	100	90.8

Vendor, Jordano's, provided a letter stating that at this time they are unable to meet all of the district requirements. It is recommended that the Board Award the contract for 23-CNS-003 Food and Grocery Products to the lowest responsive and responsible bidder with the highest score, Sysco Ventura, Inc. commencing July 1st 2023 through the 2023-2024 fiscal year.

[SYSCO Notice of Award of Contract.dotx \(1\).pdf \(180 KB\)](#)

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.



Board of Trustees

Eleanor Torres, President
Kristine Anderson
Elisa Martin
Rosa Balderrama
Felix Eisenhauer

John D. Puglisi, Ph.D., Superintendent

June 21st, 2023

SYSCO Ventura
3100 Sturgis Rd,
Oxnard, CA 93030

Re: Notice of Award of Contract and Notice to Proceed
Bid no. 23-CNS-003 Food and Grocery Products

This is official notification that on June 21st, 2023, the Rio School District Board of Education, by official action, awarded the contract for bid no. 23-CNS-003 Food and Grocery Products to SYSCO, for the contract term June 1, 2023 through June 30, 2024. Enclosed is one fully executed copy of the contract.

As a reminder, bid no. 23-CNS-003 Food and Grocery Products contains a clause entitling other schools and community college district within Ventura, Santa Barbara, San Luis Obispo and Los Angeles counties to participate in this contract and to purchase identical items at the same price and upon the same terms and conditions (refer to page 57 of bid package for details).

Your first point of contact for this contract will be Lacey Piper, Director of Child Nutrition & Wellness, at 805-485-3111 ext. 2111, lpiper@rioschools.org.

Sincerely,

Lacey Piper, MS, RD
Director of Child Nutrition & Wellness
Rio School District

11.11



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.11 Approval of Estimated Fees for Legal Services Provided by Myers, Widders, Gibson, Jones, for Various Construction and Developer related projects for the 2023/2024 fiscal year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	40,000.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	Staff recommends approving the estimated fees for the 2023/2024 contract with Myers, Widders, Gibson, Jones and Feingold, L.L.P. for legal issues related to various construction, surplus property, and developer related projects.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
Myers, Widders, Gibson, Jones is assisting the district with contracts and other legal issues related to various construction, surplus property, and developer related projects, as needed.

Based on the prior year's experience, the district requests authorization of \$40,000.00 for 2023/2024 fiscal year.

[Myers Widders Contract for 23_24.pdf \(564 KB\)](#)

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.

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT (this "Agreement") is made by and between **MYERS, WIDDERS, GIBSON, JONES & FEINGOLD, L.L.P.** ("Attorney") and the **RIO SCHOOL DISTRICT** ("Client").

1. Legal Services to Be Provided. Attorney shall represent Client in connection with certain general counsel, business services and similar matters (the "Matter"). Attorney's engagement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Separate arrangements must be agreed to for those services.

2. Responsibilities of Attorney and Client. Attorney will perform the legal services called for under this Agreement, keep Client informed of progress and developments, and respond promptly to Client's inquiries and communications. Client will be truthful and cooperative with Attorney; keep Attorney reasonably informed of developments and of Client's address, telephone number and whereabouts; and timely make any payments required by this Agreement.

3. Attorney's Fees. Client will pay to Attorney Two Hundred Twenty-Five Dollars (\$225.00) per hour for attorneys performing work on Client's behalf. Services provided by Attorney's legal assistants will be charged at the rate of One Hundred Fifty Dollars (\$150.00) per hour. All rates are subject to periodic review and change of which Client will receive notice. Attorney will charge in increments of one-tenth (1/10) of an hour, rounded off for each particular activity to the nearest one-tenth (1/10) of an hour. The minimum time charged for any particular activity will be one-tenth (1/10) of an hour.

Attorney will charge for all activities undertaken in providing legal services to Client under this Agreement, including, but not limited to, the following: conferences, including preparation and attendance; preparation and review of contracts, legal memoranda, correspondence (including emails), resolutions and other board agenda items, and other documents; legal research and preparation of related memoranda; and telephone conversations, including calls with Client, consultants, other attorneys, and other parties involved in or related to the Matter. The legal personnel assigned to the Matter will confer among themselves about the Matter, as required. When they do confer, each person will charge for the time expended. Likewise, if more than one of Attorney's legal personnel attends a meeting or other proceeding, each will charge for the time spent (provided, however, that travel time to and from board meetings shall not be charged).

Client acknowledges that Attorney has made no promises about the total amount of attorney's fees to be incurred by Client under this Agreement.

4. Costs. Client will pay all "costs" in connection with Attorney's representation of Client under this Agreement. Costs include, but are not limited to, long-distance

telephone charges, messenger service fees, photocopying expenses by outside copying services, and postage. Attorney sometimes will make payment for, and then bill Client for reimbursement of, smaller items such as photocopying services, recording fees, and messenger services fees. When substantial expenditures involving outside vendors are to be incurred, or when substantial out-of-pocket expenditures (such as large outside copying jobs or significant publication fees) occur, Attorney may require that Client pay those sums to Attorney before Attorney expends them, that Client provide an advance deposit for such expenditures, or that Client directly contract with and pay the outside vendor.

5. *Statements and Payments.* Attorney will send Client monthly statements indicating attorney's fees and costs incurred and their basis, any amounts applied from the deposit, if any, and any current balance owed. If no attorney's fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month unless a statement is requested by Client. Hourly fees and costs will be billed to Client on a monthly basis and shall be paid within thirty (30) calendar days. If not so paid, a one and one-half percent (1½ %) late charge shall be assessed until the delinquent sums are paid. All check payments should be made payable to "Myers, Widders, Gibson, Jones & Feingold, L.L.P." Client may elect to pay *via* credit card through Attorney's online payment portal system. Attorney specifically reserves the right to withdraw from representation of Client and to cease immediately performing all services if Attorney does not receive full payment of any amounts owed to it within thirty (30) calendar days of any statement.

6. *Dispute Resolution.* In the unfortunate event Client makes a claim against Attorney based upon alleged errors or omissions in rendering or failing to render professional services, the parties will first attempt to resolve said claim in good faith by mediation through a single mediator to be mutually agreed upon. Each party shall pay one-half (½) of the mediator's fees. If said claim is not resolved through mediation, it shall be submitted to binding arbitration pursuant to California Code of Civil Procedure Sections 1280, *et seq.*, before a single arbitrator to be mutually agreed upon. Each party shall initially be responsible for paying one-half (½) of the arbitration fees. The losing party in any arbitration proceeding shall pay the prevailing party's costs and attorney's fees, except that any party who has refused a demand for mediation shall not be entitled to recover any costs or attorney's fees, even if said party prevails at arbitration. In arbitration, the parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05. This paragraph shall not limit Client's right to file an application with the Ventura County Bar Association for mandatory arbitration of any fee dispute.

7. *Professional Liability Insurance.* Attorney agrees that at all times it is providing services to Client pursuant to this Agreement it shall maintain professional liability insurance for protection against claims arising out of the negligent acts, errors or omissions of Attorney's operations under this Agreement in an amount of not less than One Million Dollars (\$1,000,000.00). Attorney shall provide a certificate of insurance coverage required herein upon the request of Client.

8. Indemnification.

a) Attorney shall indemnify, defend, and hold harmless Client, its boards, officers, employees, and agents from any and all claims, demands, losses, damages, and expenses, including legal fees and costs, arising out of or related to Attorney's performance of its services pursuant to this Agreement, save and except for any such claim, liability or expense arising out of the sole negligence or concurrent active negligence of Client and/or Client's boards, officers, employees or agents.

b) Client shall indemnify, defend, and hold harmless Attorney, its employees, and its agents from any and all claims, demands, losses, damages, and expenses, including legal fees and costs arising out of or related to Client's performance of its obligations pursuant to this Agreement, save and except for any such claim, liability or expense arising out of the sole negligence or concurrent active negligence of Attorney and/or Attorney's employees or agents.

9. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. If Client has any questions at all about the provisions of this Agreement, Attorney invites Client's inquiries. Attorney encourages its clients to inquire about any matter relating to Attorney's engagement agreements or monthly statements that may be in any way unclear or appear unsatisfactory. If Client does not meet Client's obligation of timely payments or deposits under this Agreement, Attorney reserves the right to withdraw from Client's representation on that basis alone, subject, of course, to any required judicial, administrative, or other approvals. This Agreement is also subject to termination by either party upon reasonable notice for any reason. If there were to be such a termination, however, Client would remain liable for all unpaid charges for services provided and expenditures advanced or incurred.

10. Duties upon Termination of Active Representation. Upon termination of Attorney's active involvement in a particular matter for which Attorney had previously been engaged, Attorney will have no further duty to inform Client of future developments or changes in law which may be relevant to such matter in which Attorney's representation has terminated. Further, unless Client and Attorney agree in writing to the contrary, Attorney will have no obligation to monitor renewal or notice dates or similar deadlines that may arise from the matters for which Attorney had been engaged.

11. Consent to Electronic Communications. In order to maximize efficiency in the Matter, Attorney intends to use state of the art communications devices to the fullest extent possible (e.g., email, document transfer by computer, cellular telephones, and facsimile transfers). The use of such devices under current technology may place Client's confidences and privileges at risk. However, Attorney believes the effectiveness involved in use of these devices outweighs the risk of accidental disclosure. By signing this Agreement, Client acknowledges Client's consent to the use of these devices.

12. Disclaimer of Guarantee. Nothing in this Agreement should be construed as a promise or guarantee about the outcome of any matter which Attorney is handling on Client's behalf. Attorney's comments about the outcome of the Matter are expressions of opinion only. If Attorney should provide Client with an estimate of the fees and costs which may be incurred in connection with Attorney's representation of Client, it is important that Client understands, and Client hereby acknowledges, that any such estimate is merely an estimate based on numerous assumptions which may or may not prove to be correct and that any estimate is not a guarantee or agreement of what the maximum amount of fees and/or costs will be.

13. Future Matters. Unless Client and Attorney otherwise agree in writing, all other matters referred to Attorney for representation shall be governed by the terms of this Agreement. However, Attorney's obligation to represent Client in such matters shall consist of an obligation to furnish appropriate representation with reasonable diligence as applicable to the particular matter in question.

14. Client. Attorney's client, or clients, for the purpose of representation is, or are, only the person(s) and/or entities identified in the preamble hereto. Unless expressly agreed, Attorney is not undertaking the representation of any related or affiliated person or entity, nor any parent, sibling, officer, director, agent, or employee.

15. Authorization to Sign. The person or persons signing this Agreement on behalf of the represent that they have authority to so act.

16. Term. The term of this Agreement shall be for the period July 1, 2023 through June 30, 2024.

17. Termination. At any time, either party may terminate this Agreement with or without cause and in its sole discretion by giving the other party thirty (30) calendar days' prior written notice of such termination. In the event of such termination, Attorney shall cease services as of the date of termination; provided, however, that Client shall compensate Attorney for services performed up to the date of termination.

18. Miscellaneous Provisions. This Agreement shall be binding upon and shall inure to the benefit of Attorney, Client and their respective partners, heirs, successors, representatives, and assigns. This Agreement is made and entered into in the State of California and shall be interpreted, applied, and enforced under and pursuant to the laws of the State of California. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, this Agreement shall be construed as if both parties prepared it. This Agreement may be executed in counterparts and, as executed, shall constitute one agreement which shall be binding on the parties. No distinction shall be made between an originally-typed document and faxed or electronically-transmitted documents, provided that the faxes or electronic copies contain a copy of the original signatures. This is the entire agreement between the parties with respect to the subject matter hereof and it supersedes all

prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing.

An important part of the professional relationship between client and attorney is mutual trust and understanding, especially regarding the nature of the services to be rendered and the fees to be charged. If Client ever has a question about fees or services, Client should discuss it with Attorney.

The foregoing is agreed to by:

Dated: _____

RIO SCHOOL DISTRICT

By: _____

Dr. John D. Puglisi, Superintendent

“Client”

Dated: 4/19/2023

MYERS, WIDDERS, GIBSON,
JONES & FEINGOLD, L.L.P.

DocuSigned by:

By: *Jacquelyn D. Ruffin*

Jacquelyn D. Ruffin, Partner

“Attorney”

11.12



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.12 Blanket Resolution No. 22/23-23 Regarding Appropriation Transfers for 2023/2024 fiscal year
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	N/A
Recommended Action	Staff recommends approval of Resolution No. 22/23-23 Regarding Appropriation Transfers.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Districts use Blanket Resolutions to expedite certain transactions. A blanket resolution approved by the Board authorizes advance approval of certain documents, allowing transactions to be input to the financial system in a more timely fashion. However, the information would still be provided to the Board for ratification. Blanket resolutions can be used for budget transfers and temporary loans between funds.

Attached for approval and adoption is Resolution 22/23-23 covering appropriation transfers.

[Resolution 22-23-23 Appropriation Funds.pdf \(407 KB\)](#)

Administrative Content

Executive Content

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

RIO SCHOOL DISTRICT
RESOLUTION NO. 22/23-23

APPROPRIATION TRANSFERS FOR FISCAL YEAR 2023/2024

WHEREAS, the Rio School District may have a need during the fiscal year to make appropriation transfers to permit the payment of obligations of the district, and;

WHEREAS, the District may authorize a district employee to make such transfers between unappropriated fund balances and any expenditure classifications to balance any expenditure classification; and,

NOW, THEREFORE, be it hereby resolved that the Board of Education of the Rio School District authorizes the appropriation transfers necessary to permit payment of obligations of the District incurred during the 2023/2024 fiscal year. These transfers are to be presented for ratification at the next board meeting.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of June, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

11.13



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.13 Approval of Resolution 22/23-24 Regarding Temporary Loans Between District Funds for Fiscal Year 2023-2024
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	It is recommended that Resolution No. 22/23-24 be approved regarding Temporary Loans Between District Funds for Fiscal Year 2023-2024.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

To meet cash flow needs during the year, it may be necessary to temporarily transfer cash from one fund to another in order to meet cash flow obligations of the district. Separate approvals for this action are required for each fiscal year. This Resolution, 22/23-24 is for 2023/2024 Fiscal Year.

[20230523_TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR FISCAL YEAR .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
RESOLUTION NO. 22/23-24

TEMPORARY LOANS BETWEEN DISTRICT FUNDS FOR FISCAL YEAR 2023/2024

WHEREAS, pursuant to Education Code section 42603, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

WHEREAS, when there are insufficient funds to meet district obligations in the fund; and:

WHEREAS, funds can be temporarily transferred from one or more funds to another fund of the district to be used for the payment of district obligations; and,

WHEREAS, repayment of the temporary loan will be made from income received, and;

NOW, THEREFORE, be it hereby resolved that the Board of Education of the Rio School District authorizes the temporary transfer of cash from one direct fund to another in order to meet the financial obligations of the District as the need may arise during the 2023/2024 fiscal year.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of June, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

11.14



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.14 Approval of Resolution No. 22/23-25 to Improve Compensation for Certain Categories of Employees After July 1, 2023
Access	Public
Type	Action
Budget Source	N/A
Recommended Action	It is recommended that the Board Approve Resolution No. 22/23-25 for Authority to Improve Compensation for Certain Categories of Employees after July 1, 2023.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Education Code Section 45032/45162 provides that salaries can be set at any time during the year. This does not permit retroactivity. California Constitution (Article XI, Section 10a) prohibits officers or employees from receiving additional compensation for services already rendered.

If the governing board declares in advance of the new fiscal year that compensation for management, confidential and/or other unrepresented employees is indefinite, whether subject to future review, negotiation, financial condition or other factors, such action will suffice to permit retroactive compensation payment back to the beginning of the new year. When retroactive payment is made, it will constitute payment of compensation which has been finally set by the governing board. Compensation in such circumstances can be acted upon by the governing board during the next year, to be effective retroactively to the start of the new year.

[Resolution to Improve Compensation of Certain Employees in 23-24.pdf \(183 KB\)](#)

Administrative Content

Executive Content

RIO SCHOOL DISTRICT

**AUTHORITY FOR THE BOARD OF EDUCATION TO IMPROVE COMPENSATION
FOR CERTAIN CATEGORIES OF EMPLOYEES AFTER JULY 1, 2023**

RESOLUTION NO. 22/23-25

WHEREAS, employees who are in confidential, supervisory, or management positions, whether certificated or classified, and as such, not members of collective bargaining units, and their compensation is not negotiated in labor contracts; and

WHEREAS, the Board of education believes that compensation consideration should be given to employees in confidential, supervisory, or management position,

THEREFORE, BE IT RESOLVED that the Board of Education of the Rio School District reserves the right to consider and to improve compensation of confidential, supervisory or management employees in Fiscal Year 2022/2023 and to make any such compensation improvements effective July 1, 2023, or at any date thereafter during Fiscal Year 2023-24.

This is to certify that the above Resolution was adopted by the Board of Education at a regular meeting of the Board held on June 21, 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

11.15



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.15 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2023/2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,188,649.40
Budgeted	Yes
Budget Source	Maintenance
Recommended Action	Staff recommends approval of the Open Purchase Orders list for Maintenance, Operations, and Transportation for 2023/2024.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:
The MOT department uses many vendors in support of their work. For vendors who are used on a regular basis, it is more efficient for district operation to obtain an authorization to spend up to a certain dollar amount. This allows the MOT staff to purchase the parts they need to complete their assigned tasks.

Attached is a list of vendors and estimated amounts for 2023/2024.

[MOT blanket PO 23-24 for June Agenda.pdf \(72 KB\)](#)

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.

Req #	PO #	Order Type Description	Comment	Vendor	Amount Approved	Amount Encumbered
R24-00018	B24-00003	Blanket PO	Propane 23/24	AAA Propane Service	1000	1000
R24-00019	B24-00029	Blanket PO	MOT Supplies	Advance Auto Parts	18000	18000
R24-00020	B24-00001	Blanket PO	Purchase Materials, 2023-	Agromin Horticultural Products	300	300
R24-00021		Blanket PO	Maintenance shop tools, OPEN	Airgas West	0	0
R24-00022	B24-00002	Blanket PO	PURCHASE HVAC	AIRPORT AUTO REPAIR AMERICAN BUILDING	2000	2000
R24-00023	B24-00066	Blanket PO	REPAIRS,	COMFORT	70000	35000
R24-00024	B24-00004	Blanket PO	2023-2024, UPHOLSTERY	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	650	650
R24-00025	B24-00005	Blanket PO	Towing services 2023-2023-2024,	America Tow & Auto	1000	1000
R24-00026	B24-00041	Blanket PO	WATER TREATMENT	APPLIED BACKFLOW TECHNOLOGIES	4000	4000
R24-00027	B24-00006	Blanket PO	Services for 2023-2024,	ARC	920	920
R24-00028	B24-00007	Blanket PO	WINDSHIELD	AUTO CITY GLASS	1500	1500
R24-00029	B24-00067	Blanket PO	smog checks	Auto Tech	8000	8000
R24-00033	B24-00068	Blanket PO	MOT SUPPLIES,	BARON INDUSTRIES	8000	8000
R24-00034	B24-00069	Blanket PO	parts & repairs 2023-2024	C & M AUTO TRUCK ELECTRIC	11000	11000
R24-00035	B24-00042	Blanket PO	Storm Water Testing 23-24	Capco Analytical Services	1000	1000
R24-00036	B24-00008	Blanket PO	MATERIALS & SUPPLIES,	CCP Industries Inc.	2000	2000
R24-00037	B24-00070	Blanket PO	Windows, all sites for 23/24	Center Glass Co	7000	7000
R24-00038	B24-00043	Blanket PO	2023/2024, Trash & Recycling	CITY OF OXNARD-CITY TREASURER DEL NORTE RECYCLING	2000	2000

R24-00039	B24-00044	Blanket PO	2023/2024, DOT exams	COASTAL OCCUPATIONAL MEDICAL GROUP	1300	1300
R24-00040	B24-00045	Blanket PO	2023/2024 Pipe 2023/2024 Supplies & 2023/2024	COASTAL-PIPCO	1200	1200
R24-00041	B24-00009	Blanket PO	Supplies & 2023/2024	COGGS TIRE SERVICE	4500	4500
R24-00047	B24-00010	Blanket PO	flooring	DE SOTO SALES	3000	3000
R24-00048	B24-00030	Blanket PO	Supplies for OPEN	Diener's Electric Inc.	11000	11000
R24-00049	B24-00011	Blanket PO	PURCHASE	DUNN EDWARDS	400	400
R24-00050	B24-00012	Blanket PO	2023/2024, FIRE	DURBIANO FIRE EQUIPMENT, INC.	4000	4000
R24-00051	B24-00046	Blanket PO	Tow Hitch, MOT	Eckharts trailer Hitch & Welding, Inc.	3000	3000
R24-00052	B24-00031	Blanket PO	Landscape & Irrigation	Ewing Irrigation Products Inc	17500	17500
R24-00053	B24-00047	Blanket PO	RDV Toilet & Handwash			
R24-00054	B24-00013	Blanket PO	Station Rental FENCES, 2023/2024,	Fence Factory	3500	3500
R24-00055	B24-00014	Blanket PO	PLUMBING WATER	Fence Factory FERGUSON ENTERPRISES, INC.	2500	2500
R24-00056	B24-00032	Blanket PO	TESTING, MATERIALS, 2023/2024	FGL Environmental Foundation building Materials	6500	6500
R24-00057	B24-00015	Blanket PO	2023/2024, TRANSPORTA TION PARTS		150	150
R24-00058	B24-00048	Blanket PO	BUS REPAIRS, 2023/2024	FRANKLIN TRUCK PARTS, INC.	500	500
R24-00059	B24-00071	Blanket PO	MATERIALS, 2023-2024 SOD	GIBBS INTERNATIONAL	90000	90000
R24-00060	B24-00033	Blanket PO	2023-2024 purchases, MOT	Grainger	18000	18000
R24-00061	B24-00072	Blanket PO		Green Thumb Nursery HOME DEPOT CREDIT SERVICES	7000	7000
R24-00062	B24-00034	Blanket PO	SUPPLIES,		80000	80000

R24-00063		Blanket PO	Blanket PO for Service calls 2023/2024	House Sanitary Supply	0	0
R24-00064	B24-00073	Blanket PO	ELECTRICAL, 2023-2024	Integrated Fire and Safety	15000	15000
R24-00065	B24-00016	Blanket PO	MATERIALS FOR SHOP, 2023-2024,	JOHNSTONE SUPPLY	4500	4500
R24-00066	B24-00035	Blanket PO	Bus supplies	Kimball Midwest	25500	25500
R24-00067	B24-00074	Blanket PO	WELDING, CARPENTRY, 2023-2024	Lawson Products	11300	11300
R24-00068	B24-00017	Blanket PO	plumbing service calls 2023-2024	Linde Gas & Equipment	2000	2000
R24-00069	B24-00018	Blanket PO	LOCKS & SUPPLIES,	MAYAN HARDWOOD, INC.	250	250
R24-00070	B24-00036	Blanket PO	Lock and keys supplies 23-24	M/M Mechanical Inc.	80000	80000
R24-00071	B24-00087	Blanket PO	Office Supplies for 2023-2024	Mobile Diesel Smoke Testing Services	18000	18000
R24-00072	B24-00037	Blanket PO	AUTO PARTS, 2023-2024	MONTGOMERY HARDWARE CO.	12000	12000
R24-00073	B24-00019	Blanket PO	Serving line roll up doors at	Nason's Lock & Safe Inc		
R24-00074	B24-00049	Blanket PO	False alarm program for	DBA Nasons Lock & Security	600	600
R24-00075	B24-00075	Blanket PO	Sod for	ODP Business Solutions	3000	3000
R24-00076	B24-00020	Blanket PO	Grounds 2023-REPAIRS	O'Reilly Auto Parts	5500	5500
R24-00077	B24-00050	Blanket PO	SUPPLIES, VEHICLE	Overhead Door	3000	3000
R24-00078	B24-00051	Blanket PO	Parts, 2023-TIRES, 2023-	Oxnard False Alarm Reduction	300	300
R24-00079	B24-00038	Blanket PO	repair supplies, 2023-2024	Pacific Earth Resources	1000	1000
R24-00080	B24-00021	Blanket PO		DBA Pacific Sod	7500	7500
R24-00081		Blanket PO		Pacific Equipment	4000	4000
R24-00082	B24-00022	Blanket PO		PARADISE CHEVROLET	0	0
				PARKHOUSE TIRE, INC. PIONEER CHEMICAL COMPANY	2000	2000

R24-00083	B24-00023	Blanket PO	Towing services 23-24	Platinum tow & Transport	3000	3000
R24-00084	B24-00024	Blanket PO	WINDOWS,	QUALITY WINDOWS	1000	1000
R24-00085	B24-00025	Blanket PO	Monthly billing for irrigation 23-	Rain Master Irrigation Systems	179.4	179.4
R24-00086	B24-00026	Blanket PO	HVAC work at all sites 23-24	Reed Mechanical Systems Inc.	2500	2500
R24-00087	B24-00052	Blanket PO	SUPPLIES FOR 23-24	Refrigeration Supp Distrib.	1200	1200
R24-00088	B24-00027	Blanket PO	Open Purchase Order for 2023-	Regency Enterprises, Inc.	500	500
R24-00089	B24-00039	Blanket PO	R.V. ELEVATOR,	REPUBLIC ELEVATOR COMPANY	5000	5000
R24-00090	B24-00028	Blanket PO	Waste removal, 2023-	SAFETY-KLEEN, INC.	3200	3200
R24-00091	B24-00088	Blanket PO	OPEN PURCHASE	SANTA MARIA TIRE	8500	8500
R24-00092		Blanket PO	MOTOR OIL		0	0
R24-00093	B24-00076	Blanket PO	2023-2024,	SC Fuels	125000	125000
R24-00094	B24-00053	Blanket PO	Blanket PO for Schaeffer's	Schaeffer's Spec. Lubricants	1500	1500
R24-00095	B24-00040	Blanket PO	2023-2024, Inspections	SERVICE PRO-FIRE PROTECTION, I	62000	62000
R24-00097	B24-00054	Blanket PO	Supplies, 2023-2024	Shiffler Equipment Sales	300	300
R24-00098	B24-00077	Blanket PO	Supplies for 2023-2024	SiteOne Landscape	7000	7000
R24-00099	B24-00055	Blanket PO	2023-2024,	Supply Holding, LLC	4500	4500
R24-00100	B24-00078	Blanket PO	ALARM, 2023-PEST	Smith Pipe & Supply Sonitrol	125000	125000
R24-00101	B24-00079	Blanket PO	CONTROL, 2023-2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	28000	28000
R24-00110	B24-00081	Blanket PO	EQUIPMENT RENTAL, 2023-	VENTURA RENTAL TELECOM	8000	8000
R24-00111	B24-00082	Blanket PO	23-24 Service calls/parts for handheld	COMMUNICATIONS, INC.	16000	16000

R24-00112	B24-00083	Blanket PO	Various electrical jobs 2023-2024,	Taft Electric	22000	22000
R24-00113	B24-00056	Blanket PO	SWEEPER	TENNANT SALES AND SERVICE CO.	1500	1500
R24-00114	B24-00057	Blanket PO	SIGNS, 2023-2024	Traffic Technologies, LLC	4500	4500
R24-00115	B24-00058	Blanket PO	2023-2024, MOWER	Turf Star, Inc.	600	600
R24-00116		Blanket PO	Portable toilet for temp transport A/C	United Site Services	0	55000
R24-00117	B24-00059	Blanket PO	SUPPLIES,	USAIRCONDITIONING DISTRIBUTORS	1500	1500
R24-00118	B24-00084	Blanket PO	Metals, 2023-	VC Metals Inc	6500	6500
R24-00119	B24-00085	Blanket PO	BUS MAINT & TRANS	Velocity Truck Center	14000	14000
R24-00120	B24-00060	Blanket PO	MAINT	WINZER	1200	1200
R24-00121	B24-00061	Blanket PO	2023-2024, Grounds	YAMA LAWNMOWER REPAIR	4500	4500
R24-00122	B24-00062	Blanket PO	Water treatment/bottle	CULLIGAN WATER	4150	4150
R24-00123	B24-00063	Blanket PO	Supplies for Waste	F.G.Wilcox, Inc.	500	500
R24-00124	B24-00086	Blanket PO	Disposal Trash Pumping	E J Harrison & Sons	125000	125000
R24-00125	B24-00064	Blanket PO	services for all	Burons Pretelled Pumping	4950	4950
R24-00126	B24-00065	Blanket PO	Services for 23-24 school year	Ron Obrien dba Bee Specialist	4000	4000
					\$1,188,649.40	\$1,208,649.40

11.16



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.16 Approval of the Education Protection Account Spending (EPA) Plan for 2023/2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	12,471,212.00
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Education Protection Account Spending Plan for 2023/2024 be approved.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016. Proposition 30 added Article XII, Section 36 to the California Constitution effective November 7, 2012 and Proposition 55 Article XIII, Section 36 to the California Constitution effective November 8, 2016. The provisions of Article XIII, Section 36(e) created in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f).

Before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year.

Although local school districts have latitude to determine how the EPA funds are spent, the creation of the EPA includes an accountability component that includes the following:

- The EPA spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for administrative costs, including salaries or benefits for administrators
- Annually, the local school district must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

Rio School District plans to spend all the EPA funding for 2023/2024 on salaries and benefits for classroom teachers.

[23-24 EPA Rev and Exp Report for June 2023.pdf \(400 KB\)](#)

Administrative Content

Executive Content

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Rio School District

July 1 Budget
2023-24 Adopted Budget

Education Protection Account Revenue and Expenditure Report

Description	Object Codes	2023-24 Budget
Revenue		
LCFF Sources	8010-8099	15,192,029
Expenditures		
Certificated Salaries	1000-1999	12,393,563
Classified Salaries	2000-2999	-
Employee Benefits	3000-3999	2,798,466
Total Expenditures		<hr/> <u>15,192,029</u>
Balance		-
Indirect Costs		-

11.17



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.17 Approval of Contracts with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2023/2024.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	81,027.61
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the 2023/2024 Annual Agreement with the Ventura County Office of education's ESCAPE software system and Payroll/Personnel System.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Rio is one of the school districts in Ventura County which uses the ESCAPE financial and payroll/personnel software systems. The Ventura County Office of Education hosts the software, provides training and updates and offers support to local school district staff that use the software. Rio has been using ESCAPE software for over a decade and staff continues to believe that it provides a great value in accomplishing accounting, payroll, benefits and personnel functions.

[20230608_AGREEMENT FOR CA-ERP FINANCIAL &PAYROLL_PERSONNEL SYST.pdf \(274 KB\)](#)

Administrative Content

Executive Content

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Ventura County Office of Education
Dr. César Morales, Superintendent of Schools
5189 Verdugo Way
Camarillo, CA 93012

AGREEMENT FOR CA-ERP FINANCIAL & PAYROLL/PERSONNEL SYSTEM

This agreement is made between the Rio School District of Ventura County, hereinafter referred to as "LEA," and the Ventura County Office of Education hereinafter referred to as "VCOE."

It is Hereby Agreed between the Parties as follows:

1. Time Period

VCOE agrees to furnish the LEA services in processing and reporting for the fiscal year July 1, 2023, through June 30, 2024, and thereafter on a yearly basis unless written notice to the contrary is received by VCOE prior to the fifteenth of January of any year in which the services are rendered.

2. Services Provided

- VCOE shall provide services and transactions available in the Escape Financial & Payroll/Personnel System and the new Frontline modules – Absence Management and Time and Attendance.
Secured access through VPN (Pulse Secure) and two-factor authentication (DUO).

3. Exclusions

Software support does not include:

- A. Programming required because of changes in computer equipment or configuration.
B. Problems resulting from equipment failure.
C. Unauthorized alterations to the programs.

4. Charges

\$ \$81,027.61

5. Payment Schedule

The LEA agrees that the fees shall be paid in a single installment once invoiced and payable no later than December.

Approved this _____ day of _____, 20_____.

[Handwritten signature]
LEA Authorized Representative

Approved this 1 day of June, 2023.

[Handwritten signature]
VCOE Authorized Representative

11.18



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.18 Approval of Contract with SAGE Realty Group for July 1, 2023 - June 30, 2024 for Consulting Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	114,000.00
Budgeted	Yes
Budget Source	Developer Fees
Recommended Action	It is recommended that the board approve the contract between Rio School District and Sage Realty Group for the period July 1, 2023 through June 30, 2024 for Consulting Services.

Public Content

Speaker:
John Puglisi, Superintendent

Rationale:
SAGE Realty Group provides consulting services to the District regarding site facilities and funding requirements and strategies, Continued Master Planning, CEQA Oversight, Program Planning, Implementation Planning and Construction Negotiations and Pre-Qualification Coordination of Contractors, and G.O. Bond Distribution for State Matching Funds. This contract is for July 1, 2023 through June 20, 2024. (\$9,500.00 per month)

[Sage Contract 23-24.pdf \(664 KB\)](#)

Administrative Content

Executive Content

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PROPOSED SCOPE OF WORK / AUTHORIZATION OF COSTS

Services Provided for:

Rio School District (District)
1800 Solar Drive
Oxnard, CA 93030

Authorized Representative:

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

Services Provided by:

SRGI (Consultant)
2945 Townsgate Rd. #200
Westlake Village, CA 91361

Principal Consultant:

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

In Association with:

Lisa Kaplan and Associates, Jennifer Vail

Project Duration: July 2023 – June 2024

Scope of Work: Continued Coordination of District site facilities and funding requirements and strategies for New Construction and Modernization / Continued FF Master Planning / CEQA Oversight / Program Planning / Implementation Planning & Construction Negotiations (as requested) / G.O. Bond Distribution for State Matching Funds Updates / OPSC Funding and Eligibility Applications / Enrollment Projections

I. Facilities Finance Master Planning and Implementation Planning

- A. Assist with preparation and coordination of agendas for team meetings (as needed) and attend team meetings regarding compliance for state matching funds.
- B. Facilitate implementation and Master Planning projections and data items.
- C. Facilitate special study consultants & CEQA mitigation and monitoring requirements for all projects in general, and RDV expansion in particular.
- D. Coordinate M.O.T., District office relocation efforts (exclusive of commissions).
- E. Assist with Preparation of Board agenda items and progress reports for facility and eligibility projects.
- F. Continue to work with District legal counsel and Staff re: aforementioned items as needed.
- G. Assist with implementing K-8 school expansion / CDE occupancy items.
- H. District school boundary analysis.

II. Update OPSC Funding Applications for all school projects (as needed)

- A. Prepare and coordinate documentation for updated OPSC funding applications (new construction and mods).
- B. Follow-up with OPSC re: all response letters and comments and questions.
- C. Prepare Board related agenda items for modernization and new construction items.
- D. Assist CBO to identify District matching funds and related self-certification items for District signature for State matching.

III. Prepare New or Revised Construction Eligibility Application for District Wide Projects

- A. Prepare and coordinate documentation for new construction eligibility update and submittal to OPSC for Phase II Rio del Sol (\$4 million +/-) OPSC reimbursement.
- B. Follow-up and amend accordingly
- C. Track applications and project fund releases (in progress).
- D. Recommend timing and assist CBO for submittal (all applications).
- E. Submit applications as required upon OPSC notices.

IV. Update Enrollment Projections and Revised Capacity Analysis Update for All School Boundary Analysis

- A. Prepare revised cohort enrollment projections by school site and district-wide.
- B. Research and update enrollment projections for new residential development.
- C. Update capacity data and overlay updated enrollments with updated capacity determination.
- D. Draft updated enrollment projection and capacity analyses for Facilities Finance Master Plan Tables Update and School Boundary analysis as related to all new proposed construction (in progress).

V. Modernization Eligibility Update and Funding Application

- A. Prepare and coordinate documentation for modernization funding application for Rio Real ES for submittal to OPSC and other eligible projects with District architect.

VI. Continued Assistance with Project Related Items

- A. Review general conditions as needed, negotiation of amendments to contracts and provide advice/direction to the District (as requested).
- B. Contractor analysis and negotiations with district counsel (as needed).
- C. Assist with business services/related items as requested including all pre-qual items.
- D. Attendance at open and closed sessions as needed, conference calls and preparation of Board agenda items (and subcommittees as requested).
- E. Assist staff and District counsel with architect's contract negotiations.

VII. Continued Master Planning Components and Related Items as Requested, including:

- A. City MOU
 - Continued meetings with District staff and special counsel. Reports to Board in closed session, contact representation for City litigation and council members (in progress)
- B. Rose Avenue
 - Meetings with Superintendent, Staff and construction manager. Coordinate with Tetra Tech and Wael for project description and special study contracts for Wael's approval. Review all project invoices.
- C. Rio Urbana Coordination
 - Continued final follow-up with Rio Urbana project for temporary parking.
- D. MOT Relocation
 - Meetings with Superintendent, construction manager and District MOT staff re: project management for interim site and/or transfer staff MOT criteria to Rose Ave site including size, utilities, Board requirements and meetings with LAFCO and City staff for final utility hookup approvals. (In Progress)
- E. Ag/Farm Program
 - Continue to coordinate all elements with District staff for ag/farm program and grants and license/lease implementation.

- F. Riverpark
 - Revised Developer Fee negotiations with Riverpark re: potential new 1,300 RDU re: zone for increased mitigation fees and mitigation agreement. (In Progress)
- G. Ace Charter School
 - Assist with potential use of District property (RDV) for Ace Charter School. (On hold)

VIII. Litigation

- A. Provide consultation assistance to District counsel re: City CEQA litigation.
- B. Provide oversight with Tetra Tech re: EIR supplement and edits as needed.
- C. Provide oversight with Jensen Design re: RDV development application.
- D. Other related items as needed, including meetings with Staff and Board Meetings.

IX. District G.O. Bond and “BANS” (Commenced in 2023):

- A. Coordinate approximately \$73M G.O. Bond and Developer Fee matching funds and related items.
- B. Conference calls and scoping with bond underwriters and District finance consultants.
- C. Coordinate with Supt. and assist supt. projects to be included in new Bond for Board approvals.
- D. Assist with preparation of project component sections of Board docs.
- E. Assist with final sale and project scheduling of proceeds for projects with District architect.
- F. Assist with Board presentations.

AGREED BUDGET / COMPENSATION AMOUNT:

SRGI Employee	Rate/hour	Estimated Fee*
Principal	\$240.00	Tasks I-IX: \$9,500.00/month* *NTE amount can be exceeded only with written District approval for items not anticipated in this original scope of work (If applicable).
Senior Associate	\$185.00	
Associate	\$125.00	
Administrative Assistance	\$75.00	

Note 1: Inclusive for all Time & Material for Joel Kirschenstein, Lisa Kaplan and Jennifer Vail for work considered under Tasks I-IX. (Ms. Kaplan to submit separate retainer agreements for legal work (if applicable)).

Submitted by Sage Realty Group Inc.

By: 
Print Name: Dr. Joel Kirschenstein

Title: President

Date: 6/2/2023

Agreed and Accepted by Client:

By:
Print Name: John D. Puglisi, Ph.D.

Title: District Superintendent

Date:

11.19



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.19 Approval of MOU for Data Sharing between VCOE and Rio School District for the 23/24 school year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	91,106.16
Budgeted	Yes
Recommended Action	It is recommended that the Board approve the MOU for Data Sharing between VCOE and Rio School District for the 23/24 school year.

Public Content

Speaker:
Jarkko Myllari

Rationale:

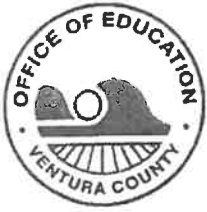
Rio is one of the school districts in Ventura County which uses the Q student information system. The Ventura County Office of Education hosts the software, provides training and updates, and offers support to local school district staff that use the software. Rio has been using Q software for more than 13 years.

[20230608_Annual Q SIS Hosting Service Level Agreement.pdf \(434 KB\)](#)

Administrative Content

Executive Content

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Annual Q SIS Hosting Service Level Agreement

This document identifies the terms of the Annual Q Hosting Service Level Agreement. This Service Level Agreement is for the period beginning July 1, 2023, and ending June 30, 2024.

LEA: Rio School District

Service	Total Cost
SIS including Q Analytics	\$ 19512.65
Food Service	\$ 4053.35
Q Communication (ParentSquare)	\$ 17674.50
VCOE Support & Services	\$ 49865.66
Total Invoice	\$ 91106.16

VCOE Annual Q Hosting Service Level Agreement includes the following:

1. Point of contact calls and e-mails to VCOE Service Center

- The LEA will designate a **point person(s)** to communicate with VCOE Service Center and in turn relay information to their respective staff.
- VCOE Service Center is open between the hours of 8:00 a.m. and 5:00 p.m. M-F.
- A reasonable expectation for response time, either by phone or e-mail, is 2 hours.
- A timely resolution to the service request depends on the nature of the problem. *LEA determined **Emergency Requests** will be billed at prevailing VCOE rates.*

2. VCOE makes all reasonable efforts to assure security and integrity of the Q server(s) including:

- All server infrastructure regularly patched and monitored
- Database backups performed nightly
- Database administration and monitoring
- Servers are located behind VCOE firewall
- VCOE data center has secure key access
- VCOE data center has filtered UPS power and a diesel generator
- VCOE assures that servers have up to date SSL certificates

3. Review and deploy software enhancements and hot fixes

- All Q software releases will be reviewed prior to deployment by VCOE staff.
- Reasonable efforts will be made to schedule deployment so as not to negatively impact LEA

Ventura County Office of Education, Technology Services

4. **Confidentiality.** From time to time, VCOE and/or VCOE's staff shall have access to confidential documents of the client such as tentative agreements, potential bargaining terms, employee social security data, etc. (collectively "Confidential Information"). It is not the intent of the Parties to waive any confidentiality rights that pertain to any document or personal information not otherwise disclosable under the California Public Records Act (Government Code §§ 6250, et. seq.), including but not limited to, confidential personnel matters, educational records as defined under the Family Educational Rights and Privacy Act ("FERPA") (34 C.F.R. § 99.3), social security numbers (Cal. Civ. Code §§ 1798.85-1798.86.), and any other personal information or records protected from disclosure by any other laws pertaining to privacy and confidentiality, as well as under the attorney-client privilege, the attorney work-product doctrine, and all other applicable privileges and protections. VCOE agrees to ensure the handling of such information so as not to compromise the confidential nature of the data. VCOE shall use the Confidential Information solely in connection with the performance by VCOE of the Services provided to the Client and shall not use the Confidential Information for any other purpose. VCOE shall not disclose, distribute, or disseminate any Confidential Information to any other person or entity. VCOE shall hold the Confidential Information in trust for the Client's benefit and shall utilize the utmost care at all times to adopt and follow practices and procedures to prevent the unauthorized disclosure of any Confidential Information. If Confidential Information in the possession of VCOE is accessed without authorization, or if a system maintained by the VCOE containing Confidential Information is breached, VCOE shall notify the Client in writing without delay.

5. **Hosting services include:**

- SQL Administration and management including the creation and maintenance of*:
 - Stored Procedures
 - Execution hooks
 - Views

*VCOE is not responsible for errors and omissions of data entered by LEA staff. It is the responsibility of the LEA to assure that integrity of data is maintained.

6. **VCOE requires the LEA to do the following:**

- Institute a password change policy of no greater than 90 days
- Require all users to sign an "acceptance of responsibility form" that they understand the criticality of account name/password security. An "acceptance of responsibility form" includes:

Account names and passwords should never be written out and available to others.

7. **LEA's responsibilities include the following:**

- Maintain account creation, deletion, password change, and general maintenance of accounts
- Point of contact person responsible for communicating to LEA staff information regarding software releases, hot fixes, and system availability
- Provide in house user training and support
- Communicate the importance of password security to their respective staff
- Maintain connectivity infrastructure between LEA and VCOE

Annual Q Hosting Service Level Agreement

This Annual Q Hosting Service Level Agreement is by and between VCOE and LEA. Notification of non-renewal of this agreement must be submitted in writing no less than 180 days prior to expiration.

The annual fee is calculated from the LEA's P-2 ADA of the prior fiscal year and rounded to the nearest whole dollar. Payment of the attached invoice and return of the signed agreement are due net 30 days upon receipt.

VCOE:
By: *Lisa Cline*
 Authorized Signature
Name: Lisa Cline
Title: Director, Internal Business
Date: June 1, 2023

LEA:
By: _____
 Authorized Signature
Name: _____
Title: _____
Date: _____

Point Person SIS Contact Information: LEA PLEASE UPDATE

Name: _____ Phone: _____ Email: _____
Name: _____ Phone: _____ Email: _____
Name: _____ Phone: _____ Email: _____

Point Person Child Nutrition Contact Information: LEA PLEASE UPDATE

Name: _____ Phone: _____ Email: _____
Name: _____ Phone: _____ Email: _____

11.20



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.20 Approval of Resolution No. 22/23-26 for the issuance of a Notice of Completion with EJS Construction, Project 22-01L Rio Plaza HVAC and Electrical.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve Resolution 22/23-26 for the issuance of a Notice of Completion for EJS Construction, Project 22-01L Rio Plaza HVAC and Electrical.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Project #22-01L for the HVAC and Electrical at Rio Plaza was completed by EJS Construction on June 8, 2023 and it is now time to file the Notice of Completion. All contract installation requirements have been satisfied by EJS Construction and verified by Balfour Beatty.

[NOC.pdf \(173 KB\)](#)

[NOC and Resolution 22-23-26 EJS Plaza HVAC \(1\).pdf \(418 KB\)](#)

Administrative Content

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Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030
Attn; Dr. Puglisi

June 08, 2023

Subject: Measure L Projects
Rio School District
Oxnard, CA

Re: Project #22-01L Rio Plaza HVAC & Electrical. (Rio Plaza Elementary School)
(Rio School District)
Recommendation to Request Board Approval for issuance of Notice of Completion
For EJS Construction Inc.

Dear Dr. Puglisi,

Please accept this letter as recommendation to request Board Approval for issuance of the Notice of Completion for work related to RSD Project #22-01L Rio Plaza HVAC & Electrical. (Rio School District). All contract installation requirements have been satisfied by EJS Construction, Inc. for Bid #22-01L. The final contract amount is as follows:

EJS Construction, Inc.	Base Agreement	\$2,200,000.00
EJS Construction, Inc.	Total Change Order Amount (1-5)	\$ 89,775.62
FINAL Cost		\$2,289,775.62

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
RESOLUTION NO. 22/23-26**

**NOTICE OF COMPLETION OF PROJECT #22-01L FOR THE
RIO PLAZA HVAC AND ELECTRICAL**

WHEREAS, pursuant to RSD Project No.22-01L, the Rio School District (“District”) contracted with EJS Construction for services related to the Rio Real HVAC and Electrical Project; and

WHEREAS, Contractor subsequently commenced the work on Project No.22-01L; and

WHEREAS, on June 8, 2023, the project construction manager confirmed that the work for Project No. 22-01L has been closed and certified the job was complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for Project No. 22-01L.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the 21st day of June, 2023 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Eleanor Torres,
President of the Board of Trustees

11.21





Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.21 Approval of Boys and Girls Club of Greater Oxnard and Port Hueneme Contract for 2023-2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	1,834,458.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP) and After School Education and Safety (ASES)
Recommended Action	Staff recommends board approval of the BGCOP contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children.

The Rio School District receives both ELOP and ASES funding to provide expanded learning opportunities. In partnership with Boys and Girls Club of Greater Oxnard and Port Hueneme, the district provided expanded learning opportunities to over 800 Rio students after school in 2022-2023. Hiring additional staff would allow Rio expanded learning programs to serve over 1000 children in 2023-2024.

[BGC agreement 2023-2024.pdf \(951 KB\)](#)

Administrative Content

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RIO SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this 21st __ day of June, 2023__ by _____ and between Rio School District (hereinafter referred to as "District") and Boys and Girls Club of Greater Oxnard and Port Hueneme, (hereinafter referred to as "Provider.")

PROVIDER.

Boys & Girls Clubs Oxnard /Port Hueneme
Provider

805-815-4959 x. 203
Telephone Number

1900 W 5th st
Street Address

Fax Number

Oxnard, Ca 93030
City, State, Zip code

eantrim@bgcop.org
E-mail Address

95-1785162
Tax Identification or Social Security Number

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other non-profit _____

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of

District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work (“Performance Criteria”).

Provider, at Provider’s sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on July 1, 2023, and terminate on June 30, 2024. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the “Schedule of Fees” attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider’s fees and costs incurred and their basis and any current balance owed. If no Provider’s fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in “Schedule of Fees” and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District’s standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in “Schedule of Fees” are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written

approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

<u>Rio School District</u> District	_____
Attn: Sonya Lopez Mercado _____	Provider _____
<u>1800 Solar Dr., 3rd Floor</u> Street	_____
<u>Oxnard, CA 93030</u> City, State, Zip Code	Street _____
	City, State, Zip Code _____

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make

arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:

- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
- b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **PREVAILING WAGE.** Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

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

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

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

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

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

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

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

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District.** Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

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

17. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
- Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
- Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.

18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.

19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal,

state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding


22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

<p><u>Rio School District</u> District</p> <p>By: _____ Signature</p> <p><u>John Puglisi, PhD</u> Name</p> <p><u>Superintendent</u> Title</p>	<p><u>Boys & Girls Clubs Oxnard/Port Hueneme</u> Provider</p> <p> _____ Signature</p> <p><u>Erin Antrim</u> Name</p> <p><u>President/CEO</u> Title</p>
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Approved as to form:

Signature

Name
District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will hire and supervise EXPLORE program staff for the following programs and locations:

2023-2024 School Year

Rio del Mar 6 staff
Rio del Norte 7 staff
Rio del Sol 5 staff
Rio del Valle 6 staff
Rio Lindo 7 staff
Rio Plaza 10 staff
Rio Real 12 staff
Rio Rosales 6 staff
Rio Vista 4 staff

2023-2024 Saturday Program

Rio Plaza 5 staff

2023-2024 Spring Program

Rio Vista 5 staff
Rio Plaza 5 staff

Contract for summer work is submitted separately.

Provider and the District shall collaboratively appoint and employ staff members at each Program Location (hereinafter “Professional Staff”). District site coordinators and Provider director will interview and approve all Professional Staff hires. The Program Administrator shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum qualifications to serve as an Instructional Aide in the District. The District human resources department will administer the “Instructional Assistant Examination” for the expanded learning program staff hiring pool and will provide verification to Provider for their hiring process.

BGCOP shall serve as the sole employer of all Provider employees required to staff the Program, and shall exercise authority to supervise and evaluate its employees, except as expressly provided herein.

Professional staff for each Program Location shall provide the following direct EXPLORE Program services:

- Develop daily lesson plans and weekly schedules for program
- Lead classes of no more than 20 students
- Supervise students
- Record daily attendance
- Attend all District-provided and Provider-mandated professional development opportunities

WORK SCHEDULE:

2023-2024 School Year

Rio del Mar 6 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio del Norte 7 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio del Sol 5 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum day
 Rio del Valle 6 staff x 4 hours per day x 159 days + 5.5 hours per day x 21 minimum days
 Rio Lindo 7 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio Plaza 10 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio Real 12 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio Rosales 6 staff x 4.5 hours per day x 149 days + 6 hours per day x 31 minimum days
 Rio Vista 4 staff x 4 hours per day x 159 days + 5.5 hours per day x 21 minimum days

Total staff 63

2023-2024 Saturday Program

Rio Plaza 5 staff x 5 hours x 20 days

2023-2024 Spring Program

Rio Vista 5 staff x 5 hours x 8 days
 Rio Plaza 5 staff x 5 hours x 8 days

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ 1,834,458__
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Quarterly upon receipt of invoice.

ADDITIONAL COSTS OF EXPENSES:

11.22



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.22 Approval o Single Plan for Student Achievement for Rio Vista, Rio del Mar, Rio Rosales, Rio del Norte, Rio Plaza, Rio Lindo, Rio Real and Rio del Valle
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Federal and State Categorical Dollars (see each school's budget on single school plan for fiscal impact)
Recommended Action	Educational Services department recommends that the board approve the Single Plan for Student Achievement/School-wide plans for the 2023-2024 school year.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

The legislation established the following five requirements for Single Plan for Student Achievement:

1. School districts must assure that school site councils have assisted with the development and approved of the plan, known as the *Single Plan for Student Achievement*. *EC Section 64001(f)*
2. The content of the plan must be aligned with school goals for improving student achievement. *EC Section 64001(f)*
3. School goals must be based upon "an analysis of verifiable state data, including the Academic Performance Index...and the English Language Development test... and may include any data voluntarily developed by districts to measure student achievement... *EC Section 64001(d)*
4. The plan must be "reviewed annually and updated, including proposed expenditures of funds allocated to the school ..." *EC Section 64001(g)*

5. Plans must be reviewed and approved by the governing board of the local educational agency. EC Section 64001(d)

[2023_SPSA Rio_Del_Mar_.pdf \(565 KB\)](#)

[2023_SPSA Rio_Del_Norte_.pdf \(611 KB\)](#)

[2023_SPSA Rio_del_Sol_.pdf \(896 KB\)](#)

[2023_SPSA Rio_Del_Valle.pdf \(568 KB\)](#)

[2023_SPSA Rio_Lindo.pdf \(545 KB\)](#)

[2023_SPSA Rio_Real_.pdf \(675 KB\)](#)

[2023_SPSA Rio_Rosales.pdf \(567 KB\)](#)

[2023_SPSA Rio_Vista_.pdf \(588 KB\)](#)

[2023_SPSA_Rio_Plaza_.pdf \(600 KB\)](#)

Administrative Content

Executive Content

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

11.23



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.23 Contract with YMCA to provide summer program staffing
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	221,701.15
Budgeted	Yes
Budget Source	After School Education and Safety, Expanded Learning Opportunities Program
Recommended Action	Staff recommends board approval of YMCA summer contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District 2023 summer programs will operate for 23 days, June 26-July, 28, 2023. The summer EXPLORE program will need 36 staff to plan and implement educational and literacy activities, educational enrichment, and a wellness component.

[BGCOP RSD Summer 2023.pdf \(883 KB\)](#)

Administrative Content

Executive Content

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

RIO SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this ___ day of ___, 20____
by _____ and _____ between
_____ District (hereinafter referred to as "District") and
_____, (hereinafter referred to as "Provider.")

PROVIDER.

Boys & Girls Club Oxnard/Port Huenem
Provider

Telephone Number

1900 W 5th st
Street Address

Fax Number

Oxnard, Ca 93030
City, State, Zip code

E-mail Address

95-1785162
Tax Identification or Social Security Number

License Number (if applicable)

Type of Business

Individual

Sole Proprietorship

Partnership

Corporation

Other non profit

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. and is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**
 - a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
 - b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.
4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of

District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and subconsultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written

approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement

- 8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

District

Provider

Attn: _____

Attn: _____

Street

Street

City, State, Zip Code

City, State, Zip Code

- 10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make

arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.

11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
- a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

Provider shall be responsible for all costs of clean up and/or removal of spilled regulated substances as a result of Provider's services or operations performed under this Agreement, including, but not limited to:

- Hazardous and toxic substances,
- Hazardous waste,
- Universal waste,
- Medical waste,
- Biological waste,
- Sharps waste.

13. **PREVAILING WAGE.** Provider shall comply with the California Labor Code regarding the payment of the general prevailing per diem wage rates for public work (construction) projects of more than one thousand dollars (\$1,000).

14. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

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

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

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

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage:

	Each Occurrence	Aggregate
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00
High risk events or activities	\$ 2,000,000.00	\$ 4,000,000.00
Severe risk events or activities	\$ 5,000,000.00	\$ 10,000,000.00

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

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

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

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

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

Student Transportation \$5,000,000.00 combined single limit

Provider's and any and all subcontractor's Commercial Automobile Liability Insurance shall name the District, its employees, and school board members as additional insureds.

- Errors and Omissions Insurance.** Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of not less than the following:

Accountants, attorneys, education consultants, nurses, therapists	\$1,000,000.00
Architects	\$1,000,000.00 or \$2,000,000.00
Physicians and medical corporations	\$5,000,000.00

- Other Coverage as Dictated by the District.** Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 1,000,000.00	\$2,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

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

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

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

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

17. **SAFETY AND SECURITY.** Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the Provider will have limited contact with students.

- Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.
 - Provider and its subcontractors are not required to comply with Education Code section 45125.1, Fingerprint certification requirements.
 - Transportation Providers are required to comply with Education Code section 49406, Examination for Tuberculosis requirements. Provider must cause to be on file with the District a certificate from the examining physician showing the Provider, employees and/or subproviders of Provider have been examined and found free from active tuberculosis.
18. **PROTECTION OF WORK AND PROPERTY.** Provider and all of its subcontractors shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Provider is permitted, without special instruction or authorization from the District, to act at its discretion to prevent such threatened loss or injury.
19. **GOVERNING LAW AND VENUES.** Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal,

state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

20. **ARBITRATION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the “Rules”). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys’ fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

21. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall

be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding


22. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

23. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
24. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
25. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
26. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
27. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.

28. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

By:		<u>Boys & Girls Clubs Oxnard</u>
	District	Provider
		
	Signature	Signature
		<u>Erin Antrim</u>
	Name	Name
		<u>President/CEO</u>
	Title	Title

Approved as to form:

Signature

Name

District Counsel

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provider will hire and supervise EXPLORE program staff for the following programs and locations:

2023 Summer Program

Rio del Valle @ Vista	4 staff x 7 hours
Rio Vista	3 staff x 7 hours
Rio Lindo @ Real	3 staff x 7 hours
Rio Real	6 staff x 7 hours
Rio del Mar @ Plaza	3 staff x 7 hours
Rio Plaza	4 staff x 7 hours
Rio del Sol @ Norte	3 staff x 7 hours
Rio del Norte	5 staff x 7 hours
Rio Rosales	5 staff x 7 hours

Total staff needed **36 staff**

The district will require professional development and preparation time for all staff before the start of the summer program on June 26. These hours may total up to 12 hours per staff.

Provider and the District shall collaboratively appoint and employ staff members at each Program Location (hereinafter “Professional Staff”). District site coordinators and Provider director will interview and approve all Professional Staff hires. The Program Administrator shall specifically ensure, in part, that all Professional Staff who directly supervise pupils meet the minimum qualifications to serve as an Instructional Aide in the District. The District human resources department will administer the “Instructional Assistant Examination” for the expanded learning program staff hiring pool and will provide verification to Provider for their hiring process.

BGCOP shall serve as the sole employer of all Provider employees required to staff the Program, and shall exercise authority to supervise and evaluate its employees, except as expressly provided herein.

Professional staff for each Program Location shall provide the following direct EXPLORE Program services:

- Develop daily lesson plans and weekly schedules for program
- Lead classes of no more than 20 students

- Supervise students
- Record daily attendance
- Attend all District-provided professional development opportunities
- Implement district-provided supplemental programs for summer session

WORK SCHEDULE:

2023 Summer Program

Program dates: **June 26-July 28, 2023; Monday-Friday; July 3-4 are non-work days**

Staff hours: **8am-3pm**

Up to 12 additional hours of professional development and/or preparation for 36 staff, dates and times TBD.

After School Program Director (ASPD):

After School Program Leads (ASPL):

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ 221,702_____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

ADDITIONAL COSTS OF EXPENSES:

11.24



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.24 Memorandum of Understanding for Migrant Education Program with Ventura County Office of Education
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Migrant Education Program MOU.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District and VCOE Migrant Education Program, will agree to mutual roles that will demonstrate how VCOE and Rio School District will create and maintain a collaborative relationship to ensure the timely and successful implementation of the Migrant Education Program from July 1, 2023 through June 30, 2024.

[VCOE Inter-District Services Agreement-2023-24_RSD \(1\).pdf \(272 KB\)](#)

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.



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into 05/01/2023 by and between
(Date)

Rio School District (hereinafter referred to as "Local Educational Agency" or "LEA") and
(District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

Rio School District
LEA
1800 Solar Drive
Street Address
Oxnard Ca 93030
City, State, Zip code

Wanda Kelly
Contact Name
805-983-1662
Contact Telephone Number
wkelly@rioschools.org
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. VCOE understands and agrees that the VCOE, agents, employees, or subcontractors of VCOE are not entitled to any benefits normally offered or conveyed to LEA employees, including coverage under the California Workers' Compensation Insurance laws.

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

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

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

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237. When VCOE performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to any local educational agency that it is contracting with pursuant to the subsequent arrest service.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

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

Inter-District Agreement for Services

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

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

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
- b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of VCOE, its officials, administrators, managers, employees or agents.
- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers' compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an "ink-signed" original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Dr. Consuelo Hernandez Williams, Associate Superintendent

	VCOE Signature	Date
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Lisa Cline, Executive Director of Business Services

VCOE Executive Director Internal Business Services	VCOE Signature	Date
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Local Educational Agency Approval

Dr. John D. Puglisi

LEA Business Office Administrator	Signature	Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on 07/01/2023 and terminate on 06/30/2024. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Compensation or Cost for Services	\$ <u>12,000.00</u>
Other Ancillary Cost or fees, as applicable	\$ <u>n/a</u>
Total not to Exceed	\$ <u>12,000.00</u>

DESCRIPTION OF WORK (required):

The Migrant Education Region agrees to:

1. Reimburse the District upon receipt of an invoice with sufficient expenditure receipts and financial/payroll reports from their financial system for transportation/custodial services only.
2. Verify eligibility of students and parents by an official State approved Certificate of Eligibility.
3. Provide relevant training for the District staff, classified and/or certificated working directly or indirectly with eligible migrant students.
4. Provide necessary forms and documents in the provision of the Migrant Education Program Supplementary Services.
5. Provide emergency health services to eligible migrant students as determined by the Region and deemed appropriate and necessary providing there are funds currently available.
6. Provide supplementary educational services to eligible migrant students and focus on Priority for Service and At-Risk eligible migrant students whenever possible.

The District/LEA agrees to:

1. Submit a quarterly invoice, by the last day of the following month, with the appropriate supportive documentation to the Region for reimbursement of costs specific to transportation and custodial supplementary services only provided to eligible migrant students.
Not to exceed \$12,000.00 for both Summer School Migrant Program and the Regular School Year Migrant Program.
2. Provide appropriate facilities for both the Summer School Migrant Program and the Regular School Year Migrant Program.
3. Provide relevant student and/or parent information in order to determine eligibility and/or participate in educational events.
4. Submit the final Q4 invoice with an annual expenditure report from their financial system, along with a formal invoice to the VCOE no later than July 20th of each fiscal year. Please separate transportation and custodial cost.

WORK SCHEDULE (if applicable):

11.25



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.25 Approval of Multi-Year AVID Agreement
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	31,477.00
Budgeted	Yes
Budget Source	LCAP funds
Recommended Action	Staff recommends board approval of multi-year AVID agreement from 2023-2026.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Educational Services Department is recommending approval of a multi-year agreement with the AVID center from 2023 - 2026 for our Rio del Valle Middle School to continue with the program at discounted pricing. Agreement includes the following products and services:

- District and Site memberships
- AVID EXCEL
- AVID Summer Institute
- AVID Ignite software

Here is the breakdown by year: Total for the 3-year agreement is \$31,477.00

July 1, 2023 - \$10,059.00

July 1, 2024 - \$10,059.00

July 1, 2025 - \$10,059.00

AVID Secondary (grades 6-8) is an essential component of the Rio del Valle Middle School instructional program. AVID's proven instructional methodologies and content area best practices improve outcomes for all students by creating a college-bound culture that increases the number of students who enroll and succeed in higher education and their lives beyond.

The AVID elective is the core of AVID Secondary. The program targets students in the academic middle-B, C, and even D students—with the desire to go to college and the willingness to work hard. Typically, they will be the first in their families to attend

college, and they come from groups traditionally underrepresented in higher education. These are students who are capable of completing rigorous curricula but who are falling short of their potential.

AVID students learn organizational and study skills, develop critical thinking, learn to ask probing questions, receive [academic help from peers and college tutors](#), and participate in enrichment and motivational activities to make their college dreams a reality.

[2023-2026_AVID_Agreement_for_Signature_-_Rio_.pdf \(129 KB\)](#)

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.

AVID Center



Products and Services Quote/Order

Client: Rio School District AVID Center Representative : Wendy Joyce
 Address: 1800 Solar Drive Phone : (858) 380-4742
 Oxnard, CA, Email : wjoyce@avid.org
 93030 Expiration Date: June 30, 2026
 Effective Date: July 1, 2023

2023-24 Rio SD - Combo EX
 Quote/Order #: Q-86994

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$4000.00	\$0.00	\$4000.00
			SUBTOTAL	\$ 4,000.00

Rio Del Valle Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4349.00	\$0.00	\$4349.00
1	AVID Weekly Secondary	\$675.00	\$15.00	\$660.00
1	AVID EXCEL Benefit Package	\$1050.00	\$0.00	\$1050.00
			SUBTOTAL	\$ 6,059.00

2024-25 Rio SD - Combo EX
 Quote/Order #: Q-87126

Rio Del Valle Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4349.00	\$0.00	\$4349.00
1	AVID Weekly Secondary	\$675.00	\$15.00	\$660.00

1	AVID Ignite	\$925.00	\$75.00	\$850.00
4	AVID Summer Institute	\$1050.00	\$400.00	\$3800.00
1	AVID EXCEL Benefit Package	\$1050.00	\$0.00	\$1050.00
SUBTOTAL				\$ 10,709.00

2025-26 Rio SD - Combo EX
Quote/Order #: Q-87127

Rio Del Valle Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4349.00	\$0.00	\$4349.00
1	AVID Weekly Secondary	\$675.00	\$15.00	\$660.00
1	AVID Ignite	\$925.00	\$75.00	\$850.00
4	AVID Summer Institute	\$1050.00	\$400.00	\$3800.00
1	AVID EXCEL Benefit Package	\$1050.00	\$0.00	\$1050.00
SUBTOTAL				\$ 10,709.00

Quote Summary :

Quote #	Quote Start Date	Quote End Date	Subtotal
Q-86994	July 1, 2023	June 30, 2024	\$ 10,059.00
Q-87126	July 1, 2024	June 30, 2025	\$ 10,709.00
Q-87127	July 1, 2025	June 30, 2026	\$ 10,709.00
Grand Total			\$ 31,477.00
<i>*plus all applicable taxes</i>			

Additional Comments :

Prices for this multi-year Agreement 2023-2026 are contingent upon Client paying for all quotes/years in 2023-2024. If Client does not pay the Grand Total indicated above in 2023-2024, then Client agrees that AVID Center has the right to adjust pricing of applicable quotes to the then current list prices for each respective year and invoice accordingly.

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center, a California Non-Profit Corporation 501(c)(3)

Rio School District

Sign: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: contracts@avid.org

Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

11.26



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.26 Approval of Renewal Contract with MIND Education for the 2023-2024 school year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	48,320.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of MIND Education contract for the 2023-2024 school year.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

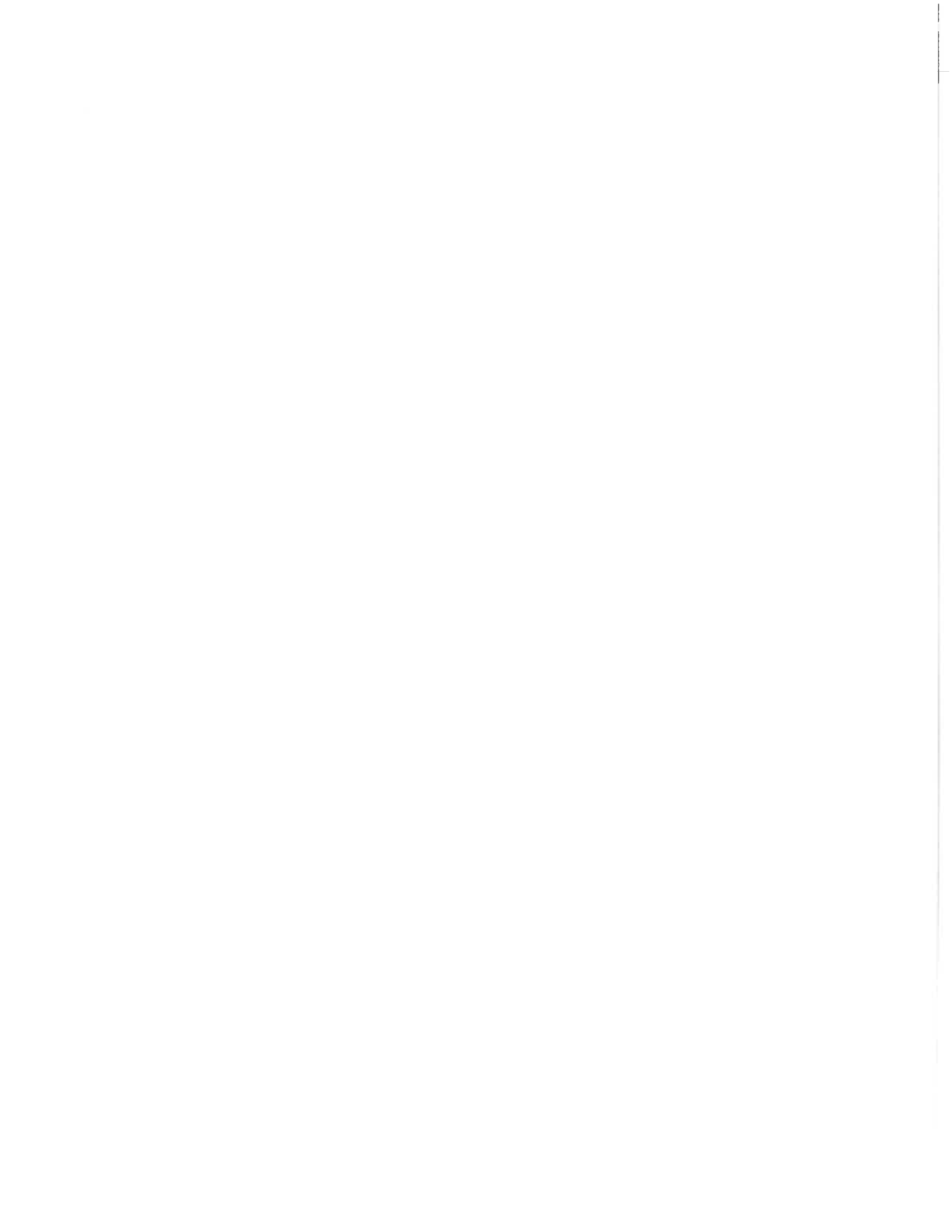
Annual renewal of ST Math site subscriptions licenses. This contract will give continued access to students, teachers and administrators at the following schools during the 2023-2024 school year: Rio Plaza, Rio Rosales, Rio del Valle, Rio Real and Rio del Sol.

[SY 23-24 ST Math Quote_Rio Elementary District_V2.pdf \(92 KB\)](#)

Administrative Content

Executive Content

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MIND Education
 5281 California Avenue, Suite 300
 Irvine, CA 92617
 949-345-8700
 866-569-7014
 www.mindeducation.org

Please submit purchase orders:
By email: purchaseorders@mindeducation.org
By Fax: 1-866-569-7014
You can view our technical requirements [here](#).
Thank you for being an ST Math partner!

Created Date 5/8/2023
 Quote Number 00012790
 Expiration Date 8/31/2023
 Partnership Manager Emily Young
 Partnership Manager Email eyoung@mindeducation.org
 Renewal Rep Mary Jane Smith
 Renewal Rep Email mjsmith@mindeducation.org
 Education Success Manager Annie McGavren
 Education Success Manager Email amcgavren@mindeducation.org

Bill To Rio Elementary District-Rostered
 2500 East Vineyard Avenue
 Oxnard, CA 93036

Ship To Rio Elementary District-Rostered
 2500 East Vineyard Avenue
 Oxnard, CA 93036

Product	Account	Quantity	Detail Description	Total Price
Renew ST Math Site Subscription (251+ Students)	RIO PLAZA ELEMENTARY SCHOOL	1.00	Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Virtual Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 10,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Rosales School	1.00	Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Virtual Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 10,000.00
Renew ST Math Site	RIO DEL VALLE		Annual Renewal ST Math Site Subscription License: - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) - One (1) Virtual Professional Learning Offering	USD

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>.

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.



Subscription (251+ Students)	MIDDLE SCHOOL	1.00	<ul style="list-style-type: none"> - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>Annual Renewal ST Math Site Subscription License:</p> <ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators (251+ Students Enrolled) 	10,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Real Elementary	1.00	<ul style="list-style-type: none"> - One (1) Virtual Professional Learning Offering - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>ST Math Annual Service/Renewal Fee Includes:</p> <ul style="list-style-type: none"> - Renewal of ST Math Software License - Ongoing Minor Software Updates 	USD 10,000.00
Renewal/Annual Service - ST Math Student License	Rio del Sol STEAM Academy	800.00	<ul style="list-style-type: none"> - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email 	USD 8,320.00
		Subtotal		USD 48,320.00
		Grand Total		USD 48,320.00

Start Date 7/1/2023
 End Date 6/30/2024
 Prepared By Mary Jane Smith
 Email mjsmith@mindeducation.org
 Phone (512) 560-5432

Thank you for being an ST Math partner! By submitting payment for quoted services, you agree to MIND Education's Terms of Use as described at <http://www.mindeducation.org/misc/terms/>.

MIND Education complies with applicable state and federal laws and regulations and uses commercially-available measure to protect and maintain the security of any collected data. Our Privacy Policy can be found at <http://www.mindeducation.org/misc/privacy/>.

11.27



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.27 Contract with ATX Learning Group
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	151,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the ATX Learning Group contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that the board approve the contract to hire full time and/or part-time Speech and Language Pathologists (SLP) from ATX Learning Group to deliver speech-language services in person and/or virtually for the 2023-2024 school year or until a qualified in-person SLP provider is available to execute these services.

The contracted SLP 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 students' IEPs. The contracted SLP will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education programs.

[ATX Learning Contract 23-24.pdf \(376 KB\)](#)

Administrative Content

Executive Content

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EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made as of April 28, 2023 between **ATX Learning** (the "Company"), and **Ana Molina, Spanish Bilingual SLP** (the "Employee").

In consideration of the mutual promises contained herein, the Company and the Employee agree as follows:

1. **Performance of Services**: Employee shall perform the services specified in Exhibit A hereto (collectively, the "Services") according to the schedule set forth on such exhibit. Employee shall use his/her/its best efforts to perform the Services in a manner satisfactory to the Company. The Employee further assures that the Employee has all the Licenses and Credentials required to perform these services and is not barred from providing these services in any way to the Company's client (the "Client").

2. **Payment**: For the performance of the Services, Employee shall receive the amounts specified in Exhibit B hereto and as per the terms specified in such exhibit.

3. **Expenses**: Employee shall not be authorized to incur on behalf of the Company any expenses, without the prior written consent of the Company's Vice President. Any and all expenses shall be pre-approved under this agreement pursuant to Exhibit B.

4. **Term**: The Employee's term as specified in this agreement shall commence on a date to be determined and will end on the last day of the school year 2023-2024 as determined by the relevant 2023-24 school calendar. Company has the right to extend this term to the extent that the Client requires an extension. Employee is expected to work for a minimum of 40 work hours per week as requested by the Client. However, such hours shall not exceed 40 hours in a full week, except for over-time hours approved by the Client.

5. **Confidential Information**: During the term of this Agreement, the Company may disclose certain information which the Company deems to be proprietary, essential, and confidential ("Confidential Information"). Employee shall not use the Confidential Information for his/her/its own use or for any purpose except the performance of the Services. Employee further agrees that he/she/it will not disclose Confidential Information to any person, including his/her/its partners, employees or agents, without the prior written consent of the Company. Any materials or documents of the Company that have been furnished to Employee will be promptly returned by Employee to the Company, accompanied by all copies of such documentation made by Employee, upon termination of the Term or at any other time upon the Company's request.

6. **Pre-Existing Obligations; Infringement**: Employee represents and warrants that neither Employee nor any of his/her/its partners, employees, or agents is under any pre-existing obligation inconsistent with the provisions of this Agreement. Employee represents and warrants that he/she/it has not granted any rights or licenses to any intellectual property or technology that would conflict with Employee's obligations under this Agreement.

7. **Non-Solicitation of Clients**: Employee agrees that during the term of this Agreement and for a period of one (1) year thereafter, Employee will not affiliate with, join or attempt to join the Company's client or its associates nor use any partners, employees or agents for such purpose.

ATX Learning
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: (512) 593-5222

Fax: (512) 212-1338

www.atxlearning.com



This paragraph is essential to protect the economic and business rights of the Company as well as valuable property rights.

8. **Damages:** Except for claims for fraud, willful injury to person or property, and violation of law, no party shall claim damages against the other in excess of 50% of the total amount to be paid out under the Agreement. In addition, no party shall recover any special, consequential, or indirect damages of any type, against the Company.

9. **Termination:** This Agreement shall terminate in advance of its term upon the occurrence of any of the following:

(i) Upon notice to Employee if the Company finds (A) any of the Services provided by Employee specified on Exhibit A hereto to be unsatisfactory, and Employee fails to provide Services deemed by the Company to be satisfactory within twenty (20) days after notice from the Company, or (B) the Services specified on Exhibit A hereto are not rendered in accordance with the schedule set forth on such exhibit;

(ii) the Employee and the Company exercise their right, hereby granted, to terminate the agreement at any time for any reason, with twenty (20) days' notice.

(iii) The Employer exercises its right, hereby granted, to instantly terminate the Employee because the Employer determined, in its sole discretion, that the Employee engaged in any misconduct, official or otherwise.

10. **Effect of Termination:**

- (a) Upon any termination of this Agreement for any reason, Employee shall deliver to the Company within twenty (20) days from the effective date of termination of this Agreement:
 - (i) Any property of the Company in the possession or control of Employee.
 - (ii) An invoice for work performed as of the termination date.

The termination of this Agreement for any reason shall not relieve the Employee of his/her/its obligations of this Agreement.

11. **Notices:** All notices, requests, and other communication called for by this Agreement shall be deemed to have been given if made in writing and personally delivered or mailed, postage prepaid, if to Employee at the address set forth below and if to the Company at the following address:

ATX Learning
10821 Red Run Blvd, #407, Owings Mills, MD 21117

12. **General Provisions:** This Agreement shall be governed by the laws of the State of California. This Agreement shall be binding upon the parties hereto and upon their respective administrators, executors, legal representatives, successors and permitted assigns, which will include (without limitation) any successor to all or substantially all of the Company's assets or any acquirer of a majority of the voting power of the Company's capital stock. Employee may not assign his/her/its obligations under this Agreement, either in whole or in part, without the prior written consent of the Company. This Agreement, including all exhibits hereto, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any prior or contemporaneous

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agreements or understandings, written or oral, concerning such subject matter. This Agreement may be modified only by a writing duly executed by both parties.

AGREEMENTS WITH THIRD PARTIES: Employee represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.

13. Time-sheet format:

- a. Dates on which services were rendered
- b. Detailed description of the services or activities performed
- c. A summary of provided milestones as per the scope of work
- d. A minimum of 40 work hours in a full week

14. Severability. In the event that a court finds that any portion of this agreement violates in whole or in part the public policy or law of any state, said portion(s) shall be stricken by the court or modified to reflect legality and enforceability of the portion and in no instance shall a defective portion result in a penalty against the Company nor in the termination of the other portion of this agreement.

The parties have executed this Agreement as of the Agreement Date written below on this page.

ATX Learning
By: S. M. Khalil
Title: President

Syed Khalil

Employee: Ana Molina

Signature

Spanish Bilingual Speech Pathologist

Title

Phone: (805) 832-7472
Email: ahmolina5@gmail.com
Physical Address:
5453 Driftwood St., Oxnard, California 93035

Agreement Date: April 28, 2023

ATX Learning
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: (512) 593-5222

Fax: (512) 212-1338

www.atxlearning.com

EXHIBIT A

SERVICES TO BE PERFORMED

DUTIES OF EMPLOYEE: The Employee shall provide the following Professional services, studies, and/or reports for our clients -

Provide speech therapy services to support the teaching process and to maximize learning and adjustment. Identify and assess the learning, development, and adjustment characteristics and needs of individuals and groups, as well as the environmental factors that affect learning and adjustment, and recommend equipment to carry out the therapy program in consultation with the director, principals, teacher/school staff, and parents.

The Schedule is for 40 hours per week. Contract days will follow the school calendar. The Employee will provide the services consistent with generally accepted industry standards for the Employee's customary services. On the effective date of this Agreement, and during the term of this Agreement, the Employee will be fully qualified and will have all licenses, permits, certificates, registrations, and approvals needed to perform its obligations under this Agreement.

Employee shall provide continuous service unless the term of this Agreement expires (See Sec.4), or the Company gives notice under section 9.

Employee Signature

Agreement Date: April 28, 2023

ATX Learning
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: (512) 593-5222

Fax: (512) 212-1338

www.atxlearning.com

EXHIBIT B

PAYMENTS

For Services rendered by **Ana Molina, Spanish Bilingual SLP** under this Agreement, as specified in Exhibit A, the Company shall pay Employee **\$85000 annual salary on W2 as an Employee with benefits**. Payment will be made on a Pro-rata basis. Your Salary will be paid on a bi-monthly basis, and the payment date for all services performed between the 1st and 15th days, inclusive, of any calendar month will be paid on the 23rd of the month; and services performed between the 16th and the last day, inclusive, of any calendar month shall be paid on the 7th of the following month.

The Employee is required to submit timesheets signed by the Director/ Principal/ Supervisor or any other person who is authorized to sign the time sheets, on a weekly basis, no later than 3 days after the Friday of a given workweek.

Benefits:

- **Dental, Vision, and Life Insurance** at no cost.
- **\$200 a month medical contribution** during the agreement.
- **\$500 for material reimbursement** after getting a valid receipt.
- **\$1000 as a Completion Bonus (taxable)** with the last paycheck of this agreement.
- **Licensing/ Certification Fee reimbursement** after getting a valid receipt.
- **Unlimited CEUs** through Speechpathology.com after receiving your ASHA certification.
- **\$500 bonus** for any referred candidate hired by the company, after completion of 3 months employment by the hired candidate.

Employee Signature

Agreement Date: April 28, 2023

ATX Learning
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: (512) 593-5222

Fax: (512) 212-1338

www.atxlearning.com

11.28



EDUCATING LEARNERS FOR THE 21ST CENTURY

Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.28 Contract with 360 Degree Customer Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	681,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of 360 Degree Customer Inc. contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that the board approve the contract to hire full time and/or part-time Speech and Language Pathologists (SLP) from 360 Degrees Customer Inc. to deliver speech-language services in person and/or virtually for the 2023-2024 school year or until a qualified in-person SLP provider is available to execute these services.

The contracted SLP 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 students' IEPs. The contracted SLP will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education programs.

[360 Degrees Customer Inc. Contract 23-24.pdf \(297 KB\)](#)

Administrative Content

Executive Content

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PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the May 30th, 2023, 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: 2023- 2024

Title : Monolingual/ and Bilingual SLPs

- 1. Josephine Peralta**
- 2. Natacha Sanchez**
- 3. Jeanliz Perez**
- 4. Helen Rodriguez**

Rate : \$116.20/Hour

11.29



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.29 Contract with Maxim Healthcare Staffing Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	255,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Maxim Healthcare Staffing contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Registered Nurses (RN), Licensed Vocational Nurses (LVN), and Speech-Language Pathologists (SLP) applying directly for district-employed positions and in order to assist and support the medical needs of students in the general education setting or needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting board approval to enter into a contract with Maxim Healthcare Staffing Services to provide full time and/or part-time RNs, LVNs, or SLPs to deliver direct or indirect services to students in the general education setting and/or services per students' IEPs during the 2022-2023 Extended School Year (ESY) and the 2023-2024 school year or until a qualified district hired RN, LVN, or SLP is available to execute services.

The contracted RN, LVN, and Speech-Language Pathologist from Maxim Healthcare Staffing Services will be held to the same standard as district employees and will conduct appropriate assessments/screenings, provide direct and indirect services (e.g. training to staff, medical procedures, etc.) to students, write legally compliant reports, write and hold effective IEPs, and meet the needs of students' IEPs, in their respective areas. The

contracted RNs, LVNs, and SLPs will be invited to attend regular district meetings and professional development training in order to build rapport within the district/department and strengthen district services and programs.

[Maxim Healthcare Contract 6.2023.pdf \(1,303 KB\)](#)

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.

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter "Agreement") is entered into this May 08, 2023, by and between Rio School District located at 2500 E Vineyard Ave Oxnard, California 93036, referred to in this Agreement as "Customer," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Rd, San Luis Obispo, CA, 93401, United States of America referred to in this Agreement as "Maxim."

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in California and wishes to engage Maxim to provide personnel to supplement Customer's staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

"Agreement" means this Education Services Staffing Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

"Assignment Confirmation" means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

"Assignment Personnel" means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

"Assignment Personnel Rate" means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in "Attachment C" and controls where different from Base Rates set forth in "Attachment A."

"Assignment Services" means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and "Attachment C."

"Base Rate" means the rates billed for Services performed by Personnel pursuant to terms of Agreement and "Attachment A" hereto.

"Behavior Intervention Plan" or "BIP" is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

"Contractor" means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

"Effective Date" means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

“School Health Services” means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

“School Work Site” means any location Customer assigns Personnel to render Services.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

“Special Education Services” means specially designed instruction to meet the unique needs of a child with a disability.

“Statement of Work” or “SOW” means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

“Supplies” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“Term” has the meaning given is Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Distance Learning Service(s). Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student’s location (“Distance Learning Service(s)”) due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense. Customer is responsible for maintaining a safe environment for all Distance Learning Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student's disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the

applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate

or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens providers from Maxim, the Parties shall enter into a separate Agreement or Statement of Work for Locum Tenens coverage.

Section 9.2 Assignment or Subcontracting. Maxim can assign or subcontract this Agreement with written notice to Customer for the purpose of providing additional Contractors, Personnel for fulfilling the requirements of this Agreement, or to provide a workforce management solution by its subsidiary, Sunburst Workforce Advisors, LLC to Customer. Should Customer request utilization of a workforce solution, the Parties shall enter into a separate Service Agreement with Maxim's Subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Service Agreement will govern use of the workforce solution.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its

own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current,

or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Rio School District
2500 E Vineyard Ave, Oxnard,
California 93036
ATTN: Erika Johnson

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Rd, San Luis Obispo, CA,
93401, United States of America
ATTN: Carina Baldacchino

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations,

or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

RIO SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES - May 08, 2023

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
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Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate \$ (per hour)
BCBA	\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$115
COTA	\$70
RN	\$90-110
School Psychologist	\$130
SLP	\$120-150
SLPA	\$90
Social Worker	\$100-115
SPED Teacher	\$92

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day
 Memorial Day
 Independence Day

Labor Day
 Thanksgiving Day
 Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Attachment "B"
PRE-ASSIGNMENT SCREENING

- I. School Health Services, Related Services, and Special Education Personnel Requirements.** Maxim will supply Customer with School Health Services, Related Services and Special Education Services Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
 - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
 - c. Skills assessment checklist of competencies for the position and an exam, if applicable
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - e. Verify relevant professional and specialty expertise as requested by Customer;
 - f. Receive employment verification;
 - g. Confirm Personnel are authorized to work;
 - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment "A" performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with applicable law;
 - b. Receive employment verification;
 - c. Verify, license, certification or certification, if applicable to the role;
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;
 - f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees

that Personnel may begin assignment following completion of a successful Customer background screening.

ATTACHMENT "C"
ASSIGNMENT CONFIRMATION

Maxim and Customer hereby agree the following Personnel will be assigned to Customer's Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel's compliance with the Agreement and the pre-assignment screening requirements in "Attachment B" prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in "Attachment A" the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.

11.30



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.30 Contract with Pioneer Healthcare Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	204,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Pioneer Healthcare services contract.

Public Content

Speaker: Erika Johson, Director of Special Education

Rationale:

Due to a shortage of qualified, Occupational Therapists and Speech-Language Pathologists applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting board approval to enter into a contract with Pioneer Healthcare Services to provide full time and/or part-time Occupational Therapists and Speech-Language Pathologists to deliver in-person and/or virtual occupational therapy or speech/language services for Extended School Year (ESY) and the 2023-2024 school year or until a qualified district hired Occupational Therapist or Speech Language Pathologist is available to execute these services.

The contracted Occupational Therapists and Speech-Language Pathologists from Pioneer Healthcare Services will be held to the same standard as district employees and will conduct appropriate assessments, provide direct and indirect services to students, write legally compliant reports, write and hold effective IEPs, and meet the needs of students' IEPs. The contracted Occupational Therapist and Speech Language Pathologist will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education services/programs.

[Pioneer Healthcare Services LLC contract 23-24.pdf \(717 KB\)](#)

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.

CLIENT STAFFING AGREEMENT

This CLIENT Staffing Agreement ("Agreement") is entered into this **5/31/23**, by and between **Rio School District**, with a location at **1800 Solar Dr, Oxnard, CA 93030**, referred to in this Agreement as "CLIENT," and **Pioneer Healthcare Services LLC**, a California limited liability company, with an office located at **6215 Ferris Square, Suite 120, San Diego, CA 92121** referred to in this Agreement as "PIONEER."

RECITALS

WHEREAS, PIONEER operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to CLIENT and Client desires to engage PIONEER to provide personnel to supplement CLIENT's staff.

THEREFORE, in consideration of the above promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, CLIENT and PIONEER hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.01 Term and Termination. This Agreement will be in effect for one (1) year and will be automatically renewed at the end of the first year and each subsequent year unless terminated pursuant to the terms of this Agreement. Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days' advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF PIONEER

Section 2.01 Services. PIONEER will, upon request by CLIENT, provide licensed health care providers (i.e. RTs, SLPs, PTs OTs, PTAs, COTAs, RNs and LPNs) as specified by CLIENT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel.

Section 2.02 Personnel. PIONEER will supply CLIENT with Personnel who meet the following criteria:

- A. Possess current state license/registration and/or certification, as applicable and appropriate for the services provided to CLIENT, and possess CPR certification, if required by applicable laws, regulations, or accreditation standards, to be presented to CLIENT administrator upon request.
- B. Meet PIONEER and CLIENT conditions of employment regarding health clearance (to include proof of pre-employment physical and TB skin testing), provision of professional references, background checks, and any other applicable hiring criteria, documentation of which will be kept in the PIONEER employee file.
- C. Shall, preferably have at least one (1) year of relevant professional experience and one (1) year of specialty experience, which shall be documented by references and kept on file.

Section 2.03 Insurance. PIONEER will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering sole negligent acts or omissions which may give rise to liability for services under this Agreement. PIONEER will provide a certificate of insurance evidencing such coverage upon request by CLIENT.

Section 2.04 Employer Obligations. PIONEER, or its subcontractor(s), will maintain direct responsibility as employer for payment of wages, and federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. PIONEER agrees to maintain documentation on all Personnel provided by PIONEER in an employee file.

Section 2.05 Record Access. In instances where CLIENT is Medicare and/or Medicaid certified, PIONEER agrees that in accordance with Section 952 of the Omnibus Budget Reconciliation Act of 1980, its facilities, books, documents and records will be made available to the Comptroller General of the Government Accounting Office of the United States, the United States Department of Health and Human Services and their duly authorized representatives ("USDHHS") until the expiration of four (4) years after services are furnished under this Agreement.

ARTICLE 3. RESPONSIBILITIES OF CLIENT

Section 3.01 Requests for Personnel. CLIENT will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by CLIENT at the time of the initial call.

Section 3.02 Short-notice Requests. PIONEER will bill CLIENT for the entire shift if an order for staff is made less than two (2) hours prior to the start of the shift, as long as the individual reports for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.03 Staff Order Cancellation. Staffing requests are scheduled as either four (4) hour, ("half-day"), or six (6) to eight (8) hour, ("full-day") assignments. A six (6) to eight (8) hour assignment may be changed ("downsized") to a four (4) hour assignment up to twenty-four (24) hours before the assignment starts. All assignments (excluding travelers) may be canceled up to twenty-four (24) hours before that assignment starts. Late cancellations or changes made less than twenty-four (24) hours before an assignment starts will be billed the applicable minimum charge of either four (4) hours or six (6) hours (determined by the original length of the confirmed assignment). All cancellations and changes may only be made on business days. Monday morning shifts must be canceled no later than 8:00 AM on the previous Friday. Personnel available for travel are available in all disciplines for thirteen (13) week, twenty-six (26) week, or non-traditional assignments. Cancellation of a travel assignment requires a thirty (30) day written notice. A travel assignment cannot be canceled prior to 30 days after the start of the assignment. Late cancellation or early termination of a travel assignment will result in a charge to CLIENT of eighty (80) hours, plus the cost(s) of any fees or penalties that occur as a result of the late cancellation or early termination (i.e., apartment or furniture leases, security deposits, etc.)

Section 3.04 Responsibility for Patient Care. CLIENT retains full authority and responsibility for professional and medical management of care for each of its patients and for ensuring that services provided by Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards and laws. CLIENT is responsible for supervision and instruction of Personnel regarding policies, procedures, and CLIENT operation, specifically including, but not limited to, all necessary CLIENT safety procedures, equipment handling, and services to be rendered. CLIENT shall remain solely liable for the safe working conditions and supervision of those entrusted to operate equipment and provide services hereunder.

Section 3.05 Non-Solicitation. For a period of twelve (12) months following the date on which a Personnel member last worked a shift at CLIENT, CLIENT agrees that it will take no steps to recruit or hire as its own employees or as a contractor those Personnel provided by PIONEER during the term of this Agreement. CLIENT understands PIONEER is not an employment agency and that Personnel are assigned to the CLIENT to render temporary service(s) and are not assigned to become employed by CLIENT. The CLIENT further acknowledges and agrees that the substantial investment in business related costs incurred by PIONEER in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that CLIENT, or any affiliate, subsidiary, department, or division of CLIENT hires, employs or solicits Personnel, CLIENT will be in breach of this Agreement and CLIENT agrees that damages would be too difficult to calculate. Accordingly, CLIENT agrees that if CLIENT recruits or hires Personnel who has been introduced to CLIENT through this Agreement, CLIENT agrees to pay PIONEER

liquidated damages equal to the sum of twenty-five percent (25%) of the Personnel's annualized salary for 1 year.

Section 3.06 Non-performance. If CLIENT concludes, in its sole discretion, that any Personnel provided by PIONEER have engaged in misconduct, or have been grossly negligent, CLIENT may require the individual to leave the premises and will notify PIONEER immediately in writing, providing in reasonable detail the reason(s) for such dismissal and provide PIONEER with a right to cure such situation, in PIONEER's sole discretion. CLIENT's obligation to compensate PIONEER for such individual's services will be limited to the number of hours actually worked. PIONEER will not reassign the individual to CLIENT without prior approval of the CLIENT. If PIONEER requests feedback, CLIENT shall provide feedback in a timely manner.

Section 3.07 Right to Dismiss. CLIENT may request the dismissal of any Personnel for any reason; provided, however, that PIONEER shall have the right to cure such dismissal, in PIONEER'S sole discretion. CLIENT agrees to notify PIONEER of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. CLIENT shall be obligated to compensate PIONEER for such individual's services limited to the number of hours actually worked.

Section 3.08 Insurance. CLIENT will maintain at its sole expense a valid policy of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in aggregate covering acts or omissions which may give rise to liability in connection with services under this Agreement. CLIENT will name PIONEER as additional insured on such policy and forward a copy of its professional liability insurance certificate to PIONEER prior to execution of this Agreement. CLIENT will give PIONEER prompt written notice of any material change in CLIENT coverage. CLIENT will provide evidence of such insurance to PIONEER upon PIONEER'S request.

Section 3.09 Compliance with Regulatory Standards. In all instances where Personnel are supervised by CLIENT, CLIENT shall be required to document and develop an incident report of any injury, illness, or ailment experienced by Personnel at the CLIENT workplace in accordance with applicable federal, state and local laws, rules and regulations.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.01 Orientation. PIONEER will cooperate with CLIENT to promptly provide Personnel with an orientation to CLIENT. PIONEER shall review instructions regarding confidentiality (including patient and employee), and orient Personnel to the specific Exposure Control Plan of the CLIENT as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the CLIENT's specific policies and procedures provided to PIONEER for such purpose.

Section 4.02 Non-discrimination. Neither PIONEER nor CLIENT will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

Section 4.03 Timesheets. Personnel will comply with Client's timekeeping process. Personnel will obtain Client supervisory approval on a weekly basis for hours worked on assignment.

ARTICLE 5. COMPENSATION

Section 5.01 Rates. PIONEER will supply Personnel under this Agreement at the rates listed in Attachment A.

Section 5.02 Billing. PIONEER will submit invoices to CLIENT every week for Personnel provided to CLIENT during the preceding week. Invoices are to be sent to the following CLIENT address:

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

Section 5.03 Payment. All amounts due to PIONEER are due and payable within thirty (30) days from date of invoice. Pioneer shall offer CLIENT a 2% discount if invoice is paid and delivered to PIONEER within seven (7) days from date of invoice. Discount will only apply if PIONEER receives the funds by check or ACH no later than the seventh (7th) day after the date of invoice. If funds arrive at the Pioneer office or are deposited by ACH after the seventh (7th) day from date of invoice, CLIENT will be responsible for the full 100% total amount of the invoice and will need to send another check or ACH for the remaining 2% that was not paid. CLIENT will send all payments to the following address:

**Pioneer Healthcare Services, LLC
6215 Ferris Square, Suite 120
San Diego, CA 92121**

Section 5.04 Mileage Reimbursement. CLIENT agrees to pay PIONEER for any mileage required during the regular course of business as needed by the facility or school district. PIONEER shall submit mileage to client through an invoice and the payment shall be as detailed in section 5.03. CLIENT agrees to pay mileage at the current standard IRS rate.

Section 5.05 Late Payment. Invoices not paid within thirty (30) days from issue date will accumulate interest, until paid, at the rate of one and one-half percent (1 & 1/2%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%) or the maximum rate permitted by applicable law, whichever is less.

Section 5.06 Rate Change. PIONEER will give CLIENT at least thirty (30) days advance, written notice of any change in rates.

ARTICLE 6. GENERAL TERMS

Section 6.01 Independent Contractors. PIONEER and CLIENT are independent legal entities. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither PIONEER nor CLIENT nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.02 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or more than 51% of the capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.03 Indemnification. PIONEER agrees to indemnify and hold harmless CLIENT, its directors, officers, employees, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole gross negligent performance of PIONEER, its directors, officers, employees, or agents under this Agreement only. CLIENT agrees to indemnify and hold harmless PIONEER, its directors, officers, shareholders, employees, and agents from and against any and all losses, damages, claims, actions, or liabilities, and expenses connected therewith (including reasonable attorney's fees) which may be asserted against them by third parties arising out of any act or inaction of CLIENT, its directors, officers, employees, or agents under this Agreement.

Section 6.04 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Rio School District
1800 Solar Dr
Oxnard, CA 93030

Pioneer Healthcare Services, LLC
6215 Ferris Square, Suite 120
San Diego, CA 92121

- Section 6.05** **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.06** **Entire Agreement; Counterparts.** This Agreement constitutes the entire agreement between CLIENT and PIONEER regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by both parties.
- Section 6.07** **Availability of Personnel.** The parties agree that PIONEER's duty to supply Personnel on request of CLIENT is subject to the availability of qualified Personnel. The failure of PIONEER to provide Personnel or the failure of CLIENT to request Personnel results in no penalty to CLIENT or any party claiming by or through it and shall not constitute a breach of this Agreement.
- Section 6.08** **Compliance with Laws.** PIONEER and CLIENT agree that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, or local rules and regulations.
- Section 6.09** **Severability.** In the event that one or more provisions of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.10** **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State to be determined at the sole discretion of PIONEER, without regard to its principles of conflict of laws.
- Section 6.11** **Confidentiality.** The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not to disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation.
- Section 6.12** **Limitation of Liability.** Neither PIONEER nor CLIENT will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages. In no event shall PIONEER be liable to CLIENT in an amount that exceeds the fees paid to PIONEER by CLIENT pursuant to the terms of this Agreement.
- Section 6.13** **Amendment.** No Amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought.
- Section 6.14** **Legislative Changes.** In the event Medicare, Medicaid or any third party payor, or any other Federal, State or Local law, rules regulations, or interpretations at any time change the method of reimbursement or payment of services under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If this Agreement is not amended prior to the effective date of such rule, regulation, or interpretation, this Agreement shall terminate as of such effective date.
- Section 6.15** **Arbitration.** All disputes relating to this Agreement shall be resolved exclusively by binding arbitration in accordance with the provisions of the Commercial Arbitration Rules of the American Arbitration Association within 90 days in a location to be determined at

the sole discretion of PIONEER. There shall be one arbitrator. If the parties fail to select a mutually acceptable arbitrator within ten days after the demand for arbitration is mailed, a single arbitrator shall be selected in accordance with the Commercial Arbitration Rules. In all actions, at law or in equity, arising out of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.01 HIPAA Compliance. In instances where PIONEER receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:

- 1) Comply with the applicable provisions of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1986, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and;
- 2) Adhere to all requirements of any regulation promulgated thereunder.
- 3) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. PIONEER shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than provided for by this Agreement.
- 4) Promptly report any violations, use and/or disclosure of a client/patient's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use and/or disclosure.

Section 7.02 Breach of Confidentiality. In the event that either party is in breach of any provision(s) of this Article and Section 6.12 of this Agreement, it shall immediately advise the opposite party and take steps to remedy such breach, including, but not limited to protecting against the consequences of any disclosure or use of PHI in violation of this Agreement. Both parties acknowledge that use or disclosure of the PHI, in any manner inconsistent with this Agreement, may result in irreparable and continuing damage and that the party damaged by the disclosure shall have the right to seek legal and equitable relief, including injunctive relief, without the necessity of posting bond or other security necessary to protect against any such breach or threatened breach, including, without limitation, injunctive relief.

(Signatures to follow on the next page)

CLIENT and PIONEER have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

RIO SCHOOL DISTRICT

PIONEER HEALTHCARE SERVICES LLC:



Signature

Signature

Sarah Paul Account Manager

Printed Name & Title

Printed Name & Title

06 / 09 / 2023

Date

Date



Statement of Understanding

Pioneer Healthcare Services (PIONEER) is committed to providing the highest standard of service and to the delivery of safe, caring, quality patient care. We support and uphold the Joint Commission's Health Staffing Services Standards and Elements of Performance. PIONEER has thus informed our clients of the following:

Subcontractors – PIONEER will not engage subcontractors to provide assigned employees unless agreed to in advance by the client.

Floating – PIONEER employees may only be placed in assignments that match the job description and clinical skills for which PIONEER assigns them. If an employee is asked to float to another department, the department should be like a department or unit. The floated employee must have demonstrated previous competency, have appropriate certifications or credentials for that department/unit and receive orientation. PIONEER employees should only be floated to areas of comparable clinical acuity.

Competency Review – PIONEER conducts extensive pre-employment screening and clinical assessments of its employees to establish profession competence. The client should cooperate in providing a review or evaluation of each assigned employee based upon the ability to perform the job functions and responsibilities expected by the facility. At a minimum these should be provided upon completion of the first shift worked. The absence of feedback will be assumed that our employee(s) are meeting performance expectations.

Orientation of Employees – PIONEER will provide all new employees with an orientation to PIONEER policies, procedures and practices. It is the responsibility of the client to orient PIONEER employees to the facility, its rules, and to acquaint them with the specific facility policies and procedures where assigned. This includes equipment and the ability to properly, competently use the equipment as well as access and training on the electronic medical record documentation system.

Employees of Independent Contractors – As the provider of staffing services, PIONEER is the employer of assigned employees.

Incident/Error Tracking System – Upon notification of incidents and/or errors, PIONEER shall document and track all incidents, errors, and sentinel events related to the care and

services provided within 24 hours. Information is to be shared and reported appropriately to regulatory bodies and the Joint Commission is required

Communicating Occupation Safety Hazards/Events – It is the responsibility of the client to notify PIONEER within 24 hours of any competency issues and/or incidents related to the assigned employee. Client agrees to communicate with PIONEER whenever an accident/injury report related to an assigned employee is completed.

Requirements of Staff Specified – The requirements of staff sent to the client by PIONEER are to be determined by the customer. It is PIONEER's obligation to comply with the client requirements by supplying staff that have the documented competencies and credentials to satisfy the requirements specified by the client in order to deliver safe care to the patients.

Staff Matching Requirements – PIONEER will verify the assigned employee's licensure, certification, education and work experience to assure they are competent and possess the skills and experience that match requirements for the assignment and those of the clients.

Conflict of Interest – PIONEER discourages any conflict of interest as defined by what occurs when an interested person has a financial interest individually or as it relates to a family member which is disclosed as or found to a) impair the individual's objectivity or b) create an unfair competitive advantage for any person or organization other than PIONEER. Conflict of Interest means more than individual bias. There must be a financial interest that could directly affect the work or services of personnel to be considered a conflict. PIONEER reviews and evaluates this on an annual basis

For complaints or concerns, please call Pioneer Healthcare Services at 800-683-1209.

ATTACHMENT A

**PIONEER HEALTHCARE SERVICES LLC
SUPPLEMENTAL STAFFING RATES FOR
RIO SCHOOL DISTRICT**

Charges will be based on the following rate schedule effective as of 5/31/23.:

<u>Position</u>	<u>Bill Rate</u>
Speech Language Pathologist - CCC	\$90.00-\$120.00
Speech Language Pathologist - CFY	\$83.00 - \$95.00
Speech Language Pathologist Assistant	\$65.00-\$75.00
Occupational Therapist	\$88.00-\$110.00
Certified Occupational Therapy Assistant	\$65.00-\$70.00
Physical Therapist	\$88.00-\$115.00
Physical Therapy Assistant	\$65.00-\$75.00
School Psychologist	\$100.00-\$120.00
RN/LVN	\$75.00-\$90.00
BCBA	\$80.00-\$100.00
Mileage	2021 IRS Max

Classifications

Rates are based on required demonstrated competency of personnel.

Overtime. Overtime rates are charged for all hours worked in excess of eight (8) hours per day or forty (40) per week or according to applicable state law. Overtime must have CLIENT supervisory approval. The overtime rate is one and one-half (1 1/2) times the regular billing rate for such hours. The overtime rate for hours worked after twelve (12) hours in a given shift is billed as two (2) times the regular billing rate according to the applicable state law.

Holidays. Holiday rates will apply to shifts beginning at 7:00 p.m. the night before the holiday through 11:59 p.m. the night of the holiday. Time and one-half will be charged for the following holidays:

Thanksgiving Day	New Year's Day
Labor Day	Memorial Day
Independence Day	Presidents Day
Martin Luther King Day	Christmas Day
Veterans Day	Columbus Day

CLIENT:

Signature

Printed Name & Title

Date



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between Pioneer Healthcare Services LLC and **Rio School District (Client)**.

Amelia McDowell - Occupational Therapist (Pioneer Healthcare Employee) is scheduled to work at **Rio School District (2500 E Vineyard Ave Suite #100, Oxnard, CA 93036)** at a bill rate of **\$82.00** per hour.

Amelia McDowell - Occupational Therapist - (Employee) is scheduled to work **40 hours** per week.

Amelia McDowell - Occupational Therapist - (Employee) is scheduled to work on the following days: **August 17th, 2023 - December 27th, 2023**, excluding school holidays and non-student days.

Amelia McDowell- Occupational Therapist - (Employee) is requesting the following days off: **None**

Scheduled workdays cannot be canceled by the client, and any changes to this confirmation must be agreed upon in writing and signed by Pioneer Healthcare and **Rio School District (Client)**. **REQUIRED NOTICE: 30 days**

All language in the current Staffing Agreement between Pioneer Healthcare and **Rio School District (Client)** still applies.

Pioneer Healthcare Services LLC

Client: **Rio School District**

Signature: *Sarah Paul*

Signature: _____

Print Name: **Sarah Paul**

Print Name:

Title: **Account Manager**

Title:

Date: **03 / 23 / 2023**

Date:



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between **Pioneer Healthcare Services LLC** and **Rio School District (Client)**.

Nellie Howes (OT) - (Pioneer Healthcare Employee) is scheduled to work at **Rio School District** at a bill rate of **\$90.00 per hour**.

Nellie Howes (OT) - (Employee) is scheduled to work on the following days: **2023-2024 School Year From Dates 8/17/2023 to 6/14/2024**, excluding school holidays and non-student days.

Time off: **None**

Nellie Howes (OT) is scheduled to work **40** hours per week.

Scheduled workdays cannot be canceled by the client, and any changes to this confirmation must be agreed upon in writing and signed by **Pioneer Healthcare** and **Rio School District (Client)**. **30 days notice is required**.

All language in the current Staffing Agreement between Pioneer Healthcare and **Rio School District (Client)** still applies.

Pioneer Healthcare Services LLC

Client: **Rio School District**

Signature: *Sarah Paul*

Signature: _____

Print Name: Sarah Paul

Print Name: _____

Title: Account Manager

Title: _____

Date: 06 / 09 / 2023

Date: _____

11.31



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.31 Ratification of renewing the District phone system (VOIP) contract with Windstream
Access	Public
Type	Action (Consent), Discussion
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	Yes
Dollar Amount	403,602.00
Budgeted	Yes
Budget Source	LCAP/ESSER
Recommended Action	Staff recommends ratifying the 5-year contract for the VOIP phone service (EMS Upgrade RFP, Scope B) contract.

Public Content

Speaker: Jarkko Myllari

Rationale: Based on the information we collected and analyzed during the EMS Upgrade RFP Scope B, renewing the contract with the current VOIP service provider Windstream is the best option for the District. The 5-year cost savings are significant. \$403,602.00 (\$6,726.70/mo) is lower than the average 5-year cost from 8 vendor proposals (\$439,465.28, \$7,324.42/mo) received and analyzed during the RFP process. Staying with the same service provider also eliminates any labor costs on the District end due to the transition process or impact on service quality which is also supported by District staff already being familiar with the service and its features, that meet the District standard. Additionally, the current provider has a good track record of ongoing support when working with the District in looking for Rio specific enhancements to the system.

	5-year total costs
Windstream	\$403,602.00
TPX in partnership with Stellar Connect/Upstack	\$614,540.00
Pacific OneSource, Inc dba STS Education/GoTo	\$294,340.45
Pacific OneSource, Inc dba STS Education/Dialpad	\$490,659.20
UPSTACK/Stellar Connect/GoTo	\$333,076.00
CMS Communications Inc/RingCentral	\$374,088.00
Granite Telecommunications, LLC.	\$530,088.00
Average total:	\$439,465.28
Average total/mo:	\$7,324.42

[RIO SCHOOL DISTRICT Signed renewal 215171702 \(2022\) \(1\).pdf \(1,730 KB\)](#)

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.

RENEWAL ADDENDUM

Offer: 208237486-CUSTOMSPECIAL-MUL-OTC-20221114

THIS ADDENDUM ("Addendum") is entered into between the Windstream entity that appears on your bill ("WIN") and RIO SCHOOL DISTRICT ("Customer") and amends the Service Terms and Conditions (collectively along with this Addendum, the "Agreement") entered between WIN and Customer. Undefined capitalized terms used herein shall have the meanings ascribed in the Service Terms and Conditions.

The Agreement shall be deemed amended as follows:

1. **Renewal Term; Pricing.** The Customer has one or more portions of Service(s) scheduled to become out of term or are currently out of term, and due to this state, WIN has or may be scheduled to remove any discounts and reoccurring credits in place and move the Customer to a month-to-month term with an increase above tariffed base rates. In exchange for a new renewal ("Renewal Term"), WIN agrees to leave the pricing for the Services as it was during the October 2022 billing cycle. Historic billing can be viewed online via the Customer Portal. For the avoidance of doubt, WIN's agreement to leave pricing as it was during the billing cycle does not constitute a rate lock for the Renewal Term or subsequent renewal or automatic renewal terms, as applicable. WIN reserves the right to increase rates in accordance with Section 2 of the Service Terms and Conditions.
2. **Bill Credit.** In consideration of this Renewal Term, WIN will give the Customer a single One-Time Credit selected below to be applied to Customers first bill(s) after implementation of this Renewal Agreement and this renewal will fully resolve any billing disputes related to any and all Services provided pursuant to the Agreement. The Credit amount will be applied to the billing account(s) with the largest share of the overall revenue as of the Effective Date of this Renewal Addendum.
3. Please check the box to select the Renewal Term and One Time Credit Concession:

Sixty (60) month Renewal Term and \$33,078.61 One-Time Credit

4. **Impacted Accounts.** This Renewal Term applies to all the billing account number(s) listed below. All accounts will be updated to a coterminous contract end date, regardless of current individual contract end dates. Please note that service descriptions on the Customer bill(s) will change.
Account Number(s): See Attachment A
5. **Early Termination Liability.** If Customer terminates the Agreement after commencement of the Renewal Term for any reason other than for cause, Customer shall incur liability for early termination as set forth in the Agreement, as well as the full amount of any applicable credit(s), should they apply.
6. **Applicable Terms and Conditions.** The Service Terms and Conditions, which can be accessed at: <https://www.windstreamenterprise.com/legal/service-terms-and-conditions/> shall apply and govern the provision of Services during the term of this Agreement and any subsequent service term, including how these terms may change in the future. To the extent there is a conflict between these incorporated terms and the terms of this Addendum, the terms of this Addendum shall control.
7. **Miscellaneous.** Any changes to the Agreement necessary to conform the Agreement to this Addendum are hereby deemed to be made with the understanding that should the Customer have any disconnect, conversion or account change(s) in process, WIN reserves the right to negate this Agreement or if it was generated in error or based on faulty data. This Addendum supersedes and replaces all prior and contemporaneous agreements, terms and conditions, discussions and understandings, whether written or oral, concerning the subject matter hereof, with the understanding, this Addendum does not modify any terms and conditions that exist in the original Agreement in respect to rate

RENEWAL ADDENDUM

adjustments. Handwritten modifications to this Addendum are not binding on either WIN or Customer. This Addendum is not effective until executed by an authorized representative of each party.

This Renewal Agreement offer will expire in seven (7) calendar days from the date issued and will not be accepted after that time.

IN WITNESS WHEREOF, WIN and Customer have executed this Addendum by their duly authorized representatives, on the day and year indicated below.

Customer: _____

1800 solar Drive Oxnard, CA 93030

Address: _____

DocuSigned by:

Kathryn Aragon

Kathryn Aragon

12/6/2022

Customer Authorized Signature

Print Name/Title

Date

Sarah Balducci
Windstream Acceptance

Sarah Balducci / Order Acceptance Team
Print Name/Title

12/6/2022
Date

Confidential and Proprietary
Rev Date: 2022-02-03
Extension Date: 2022-11-22

RENEWAL ADDENDUM

Attachment A

Billing Account Number	Location Number	Location Name
215171702	215171691	RIO SCHOOL DISTRICT
215171702	215171692	RIO SCHOOL DISTRICT
215171702	215171693	RIO SCHOOL DISTRICT
215171702	215171694	RIO SCHOOL DISTRICT
215171702	215171695	RIO SCHOOL DISTRICT
215171702	215171696	RIO SCHOOL DISTRICT
215171702	215171697	RIO SCHOOL DISTRICT
215171702	215171698	RIO SCHOOL DISTRICT
215171702	215171699	RIO SCHOOL DISTRICT
215171702	215171700	3300 CORTEZ ST/RIO SCHOOL DISTRICT
215171702	215171701	RIO SCHOOL DISTRICT
215171702	215171702	RIO SCHOOL DISTRICT

11.32



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.32 Contract with AMN Healthcare
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	278,500.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of AMN Healthcare contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that the board approve the contract to hire full time and/or part-time Speech and Language Pathologists (SLP) from AMN Healthcare to deliver speech-language services in person and/or virtually for the 2023-2024 school year or until a qualified in-person SLP provider is available to execute these services.

The contracted SLP 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 students' IEPs. The contracted SLP will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education programs.

[AMN Contract for 2023_24.pdf \(354 KB\)](#)

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.

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 **March 23, 2023** 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.

- 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.

**SERVICE LINE EXHIBIT A
EDUCATION HEALTHCARE ASSIGNMENTS**

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide 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 **March 23, 2023**, as modified by these additional terms. This Exhibit sets forth the terms for assignments effective as of **March 23, 2023** (the "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 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>Specialty</i>	<i>In-person Bill Rate per Hour</i>	<i>Teletherapy Bill Rate per Hour</i>
Speech Language Pathologist (CCC-SLP)	\$94-\$118	\$94-\$112
Clinical Fellow Speech Language Pathologist (CF-SLP)	\$89-\$112	
Speech Language Pathologist Assistant (SLPA)	\$83-\$106	
Occupational Therapist (OT)	\$94-\$112	\$94-\$108
Certified Occupational Therapist Assistant (COTA)	\$83-\$100	
Physical Therapist (PT)	\$94-\$112	\$94-\$108
Physical Therapist Assistant (PTA)	\$83-\$100	
Registered Nurse (RN)	\$118-\$142	\$118-\$142
Licensed Practical Nurse (LPN)	\$112-\$136	
School Psychologist (SP)	\$112-\$142	\$106-\$142
Social Worker (SW)	\$100-\$124	\$94-\$124
Behavioral Analyst (BA)	\$112-\$142	\$106-\$142
Registered Behavioral Technician (RBT)	\$77-\$100	
Medical Assistant (MA)	\$71-\$94	

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 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.

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

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.

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

AGREED AND ACCEPTED:

Rio School District

AMN HEALTHCARE, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

11.33



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.33 Renewal of the Securly Content filter and Classroom management system contract with Trebron
Access	Public
Type	Action (Consent), Discussion
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	Yes
Dollar Amount	115,250.00
Budgeted	Yes
Budget Source	LCAP/ESSER
Recommended Action	Staff recommends renewing the 3-year contract for Securly content filtering and classroom management system with Trebron.

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure uninterrupted filtering, monitoring and safety of the network traffic in the district as well as to allow staff to manage and monitor online classes, staff recommends renewing the contract with Trebron for the cost effective, cloud based filtering and device monitoring solution Securly.

[Rio School District Securly Proposal 5-2-2023\[1\] \(1\).pdf \(161 KB\)](#)

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.



May 2, 2023

Billed to:

Trebron Security, LLC
 P.O. Box 68
 Strasburg, PA 17579
 Phil Santoro: 610-401-8841
psantoro@trebron.com

Rio School District
 1800 Solar Drive
 Oxnard, CA 93030
 Attn: Jarkko Myllari 805-485-3111
jmyllari@rioschools.org

Quote Number	Quote Valid Until	Payment Terms
05022023-PS	6-2-2023	Trebron Payment Plan / Net 30

Option 1: Securly Bundle – 1 Year Subscription

Qty (Users)	Included Components	Term (Months)	Unit Price (\$USD)	Total Price (\$USD)
5,000	Securly Filter Premium	12	\$ 4.40	\$22,000.00
5,000	Securly Classroom Premium	12	\$ 3.40	\$17,000.00
1	Implementation: Classroom Standard	12	\$500.00	\$ 500.00
Total (Excluding tax & shipping as applicable):				\$39,500.00

Option 2: Securly Bundle – 3 Year Subscription

Qty (Users)	Included Components	Term (Months)	Unit Price (\$USD)	Total Price (\$USD)
5,000	Securly Filter Premium	36	\$ 12.84	\$ 64,200.00
5,000	Securly Classroom Premium	36	\$ 9.91	\$ 49,550.00
3	Implementation: Classroom Standard	36	\$500.00	\$ 1,500.00
Total (Excluding tax & shipping as applicable):				\$115,250.00

Trebron Payment Plan

- Payment 1 Due June 30, 2023 \$38,416.66
- Payment 2 Due June 30, 2024 \$38,416.67
- Payment 3 Due June 30, 2025 \$38,416.67

Standard NIST Risk Assessment - Check box to add

Qty	Included Components	Total Price (\$USD)
1	Standard NIST Risk Assessment	\$ 0.00

Advanced NIST Risk Assessment - Check box to add (will be invoiced separately)

Qty	Included Components	Total Price (\$USD)
1	Advanced NIST Risk Assessment	\$ 1,500.00

Notes:

- Licenses - granted pursuant to the terms of the Securly End User License Agreement (EULA)

Order Confirmation: Please sign and email to your Trebron Account Executive.

I understand that by signing this Purchase Order/Quote confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and billing address.

- The "billed to" party agrees to pay the invoice in accordance with terms of Net 30.
- Late Charges will be billed after 30 days at 18% rate of interest including, but not limited to legal fees to collect.
- Product licenses provide rights to utilize the aforementioned software to a maximum of the quoted quantity.
- This quote shall in no way be construed as creating an obligation on the part of Securly, but rather indicates a right and intent to enter into an agreement with the "billed to" party described above.
- **To take advantage of the Trebron Payment Plan a "Trebron Purchase Agreement" will also need to be signed.**

Tax Exempt? Yes No (if yes, please supply tax exempt number or documentation showing tax exempt status)

Authorized Signature: _____ Date: _____

Print name: _____ Title: _____

Purchase Order #: _____

11.34



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.34 Contract with Therapy Travelers LLC and 3Chords Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	96,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of Therapy Travelers, Inc. contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that the board approve the contract to hire full time and/or part-time Speech and Language Pathologists (SLP) from Therapy Travelers to deliver speech-language services in person and/or virtually for the 2023-2024 school year or until a qualified in-person SLP provider is available to execute these services.

The contracted SLP 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 students' IEPs. The contracted SLP will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education programs.

[Therapy Travelers Contract 6.1.23.pdf \(448 KB\)](#)

Administrative Content

Executive Content

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TherapyTravelers

Special Education Talent Solutions

an Epic Staffing Group company

Staffing Service Agreement

This Staffing Service Agreement ("Agreement") is entered into as of September 7, 2022 the "Effective Date"), by and between TherapyTravelers LLC and 3Chords, Inc. dba TherapyTravelers (each, a "Company Party" and, together, "TherapyTravelers"), and Rio School District (the "Client"). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with TherapyTravelers on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, TherapyTravelers will provide the services of one or more Special Education Professional Associates (each an "Associate") on request from the Client on an as needed and as available basis (the "Services"). TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide requested Services from Client, a confirmation of and detailed terms of the assignment will be provided to the Client in a "Staffing Confirmation Agreement" in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. TherapyTravelers will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client's district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will

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be subject for review by TherapyTravelers, Associate, and Client.

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or ventureparticipant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that TherapyTravelers typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. TherapyTravelers typically conducts a limited background check but does not engage in any additional verification process (e.g., TherapyTravelers does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. TherapyTravelers shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where TherapyTravelers has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all TherapyTravelers employees at the start of any work engagement to the policies of the district including safety, hazard and

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emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. Compensation and Payment Terms

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double time pay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or school system is physically closed but continues operating or providing educational instruction virtually or

through online services to students ("Remote Learning Days") or days on which the school or school system is otherwise closed to students ("Closure"), Client shall remain fully obligated to remit payment to TherapyTravelers for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client's Closure. Associate shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

Remittance address: Therapy Travelers
 PO Box 840053
 Los Angeles, CA 90084

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable "Conversion Fee" as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate's assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate's annual total compensation, including bonuses (the "Conversion Fee"). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client's employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client's facility. TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(c) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client's offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate's scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate's employer, and is in no way liable in any way for that person's actions or omissions, tax deductions, workers' compensation insurance, unemployment compensation taxes or any other legally required taxes and

withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. TherapyTravelers does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. **Right To Counsel: Coaching and Dismissals**

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's requests quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. **Cancellations**

Client must provide twenty (20) in-session school days (workdays) written notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate work days). For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. **Contract Termination**

This Agreement remains in effect until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if TherapyTravelers reasonably determines that the assigned Associate's professional license or code of

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ethics has been compromised.

9. Notices

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Rio School District
1800 Solar Drive
Oxnard, CA 93030

TherapyTravelers: TherapyTravelers 2041
Rosecrans Avenue,
Suite 245,
El Segundo, CA 90245

10. Insurance, Indemnification and Limitation of Liability

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$2,000,000 per claim, \$4,000,000 Aggregate
- General Liability - \$2,000,000 per claim, \$4,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

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(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

11. **Miscellaneous**

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law.** The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in

accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability**. The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(g) **Authority**. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

[Signature Pages Follow]

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11.35



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.35 Contract with APA Speech Therapy Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	307,440.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of APA Speech Therapy, Inc. contract.

Public Content

Speaker: Erika Johnson, Director of Special Education

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and in order to meet the needs determined by students' Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting that the board approve the contract to hire full time and/or part-time Speech and Language Pathologists (SLP) and/or SLPA from APA Speech Therapy Inc. to deliver speech-language services in person and/or virtually for the 2023-2024 school year or until a qualified in-person SLP provider is available to execute these services.

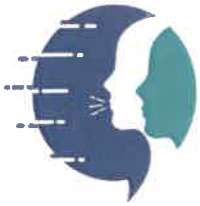
The contracted SLP will be held to the same standard as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legally compliant reports, write and hold effective IEPs, and meet the needs of students' IEPs. The contracted SLP will be invited to attend regular district meetings and professional development training in order to build rapport within the department and strengthen district special education programs.

[APA Speech Therapy, Inc. 23_24 SY Contract.pdf \(165 KB\)](#)

Administrative Content

Executive Content

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APA Speech Therapy, Inc.

5850 Canoga Ave Ste 400
Woodland Hills, CA 91367

223 Thousand Oaks Blvd Ste 324
Thousand Oaks, CA 91360

BUSINESS ASSOCIATE AGREEMENT

This Business Provider Agreement (the “Agreement”), is made as of the August 1, 2023 for the 2023-2024 School Year, by and between, business Provider, APA Speech Therapy, Inc. (APA), and District (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Education as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Provider provides **Speech Therapy Services** to or on behalf of District;

WHEREAS, in connection with these services, District discloses to Business Provider certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that District receive adequate assurances that Business Provider will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of District.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. §164.502.
 2. Business Provider. “Business Provider” shall mean **APA Speech Therapy, Inc.**
 3. District. “District” shall mean RSD.

4. Designated Record Set. “Designated Record Set” shall mean a group of records maintained by or for a District that is: (i) the student records; (ii) the enrollment or student management record systems maintained by or for the district; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
 5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as “HIPAA Rules.”
 6. Individual. “Individual” shall mean the person who is the subject of the protected health information.
 7. Protected Health Information (“PHI”). “Protected Health Information” or PHI shall have the same meaning as the term “protected health information” in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Provider from or on behalf of covered entity pursuant to this Agreement.
 8. Required by Law. “Required by Law” shall mean a mandate contained in law that compels a use or disclosure of PHI.
 9. Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 10. Sensitive Personal Information. “Sensitive Personal Information” shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 11. Subcontractor. “subcontractor” shall have the same meaning as the term “subcontractor” in 45 C.F.R. §160.103.
 12. Unsecured PHI. “Unsecured PHI” shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Provider. In connection with the services provided by Business Provider to or on behalf of District described in this Agreement, District may disclose PHI to Business Provider for the purposes of **treatment of participant under the business associate’s care, treatment oversight, service delivery, payment, claims processing, case audit, legal proceedings, and to avert serious health and safety threats.**

C. Obligations of District. If deemed applicable by District, District shall:

1. Provide Business Provider with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Provider's permitted or required uses and/or disclosures;
2. Notify Business Provider of any restriction to the use and/or disclosure of PHI to which District has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Provider's use or disclosure of PHI;
3. Not request Business Provider to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
4. Notify Business Provider of any amendment to PHI to which District has agreed that affects a Designated Record Set maintained by Business Provider;
5. Notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404. Business associate will notify the District and participants of breach. Written notification will be furnished by the Business Provider to the District's CEO. All cost incurred will be the Business Provider's.
6. The district agrees to pay the Business Provider all fees within 30 days after the date of the invoice from Business Provider. District further agrees that it is their responsibility to pay the Business Provider for services rendered under this agreement is separate and distinct from the Agencies ability to collect payment for such services from the patients, Medicaid, and/or any other insurance program or responsible party. After the payment due date, the Business Provider will impose a five (5%) flat surcharge rate on all invoices that are delinquent.

D. Obligations of Business Provider. Provider shall:

1. Provide District with the speech therapy services (Work) as agreed upon.
2. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").
3. Provider represents and warrants to the District that provider (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.
4. Provider will comply with Education Code section 45125.1, fingerprint and background investigation requirements, and each employee will submit to certification requirements.

5. Provider shall procure and maintain during the life of this Agreement, Professional Liability ("Errors and Omissions") Insurance with limits of \$2,000,000 per occurrence/\$5,000,000 aggregate.
6. Provider shall procure and maintain during the life of this Agreement, Commercial General Liability ("Errors and Omissions") Insurance with limits of \$2,000,000 per occurrence/\$5,000,000 aggregate.
- E. Compensation. As compensation for services provided under this Agreement, the District shall pay the Business Provider a fee of:

1. Speech Therapy Assessment Services provided by a licensed SLP: \$105.00/hr

Business Provider will provide the District with an invoice weekly for services rendered with Sunday being the start of the week and Saturday being the last service day of the week.

- F. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Provider may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, District as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by District or the minimum necessary policies and procedures of the District. Also, Business Provider may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Provider will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Provider to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by District.
2. Disclosure. Business Provider will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by District.
3. Business Provider acknowledges and agrees that District owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in District. Neither Business Provider nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Provider represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without District's express written consent.

G. Application of Security and Privacy Provisions to Business Provider.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to District shall in the same manner apply to Business Provider. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to District shall also apply to Business Provider. Pursuant to the foregoing requirements in this section, the Business Provider will

implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Provider will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Provider will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Provider shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Provider.
4. Application of Civil and Criminal Penalties. If Business Provider violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Provider with respect to such violation in the same manner that such sections apply to District if it violates such provisions. G. Term and Termination.

- i Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Provider by District or created or received by Business Provider on behalf of District, is destroyed or returned to District.

- ii Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Provider, District shall either:

- a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand-alone agreement or an addendum to a Master Services Agreement, if Business Provider does not cure the breach or end the violation within the time specified by District;
 - or

- b. Immediately terminate this Agreement whether it is in the form of a standalone agreement or an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.

H. Effect of Termination. Upon termination of this Agreement for any reason, Business Provider agrees to return or destroy all PHI received from District, or created or received by Business Provider on behalf of District, maintained by Business Provider in any form. If Business Provider determines that the return or destruction of PHI is not feasible, Business Provider shall inform

District in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Provider retains the PHI. H. Miscellaneous.

1. Indemnification. To the extent permitted by law, Business Provider agrees to indemnify and hold harmless District from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by District arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Provider or its agents in connection with the performance of Business Provider's or its agents' duties under this Agreement. This indemnity shall apply even if District is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds District not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit District's rights, if any, to common law indemnity.

District shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Provider. District shall provide Business Provider with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Provider in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and District reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Provider violates this Agreement or either of the HIPAA Rules, Business Provider agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. District retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Provider.
4. Survival. The respective rights and obligations of Business Provider under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Business Provider:

APA Speech Therapy, Inc.
Attn: Alisa Prewitt, MA-CCC/SLP, QOM
Founder/CEO
5850 Canoga Avenue Ste 400
Woodland Hills, CA 91367 Phone
Number: 323-924-9464
e-mail: talk2us@lataalkspot.com

If to District:
Rio School District
Erika Johnson
Director Special Education
Rio School District
1800 E. Solar Drive 3rd Floor,
Oxnard, CA 91360
(805)497-9511 ext. 3330
Email: ejohnson@rioschools.org

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow District's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, District retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Relationship. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship of status. Except for any materials, procedures or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.
10. Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or sub providers of Provider are not entitled to

coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to District Employees.

11. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.
12. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
10. Equitable Relief. Any disclosure of misappropriation of PHI by Business Provider in violation of this Agreement will cause District irreparable harm, the amount of which may be difficult to ascertain. Business Provider therefore agrees that District shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Provider from any such further disclosure or breach, and for such other relief as District shall deem appropriate. Such rights are in addition to any other remedies available to District at law or in equity. Business Provider expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by District.
11. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
12. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
13. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
14. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
15. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits District to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that

exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

16. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

APA Speech Therapy, Inc.

Rio School District (RSD)

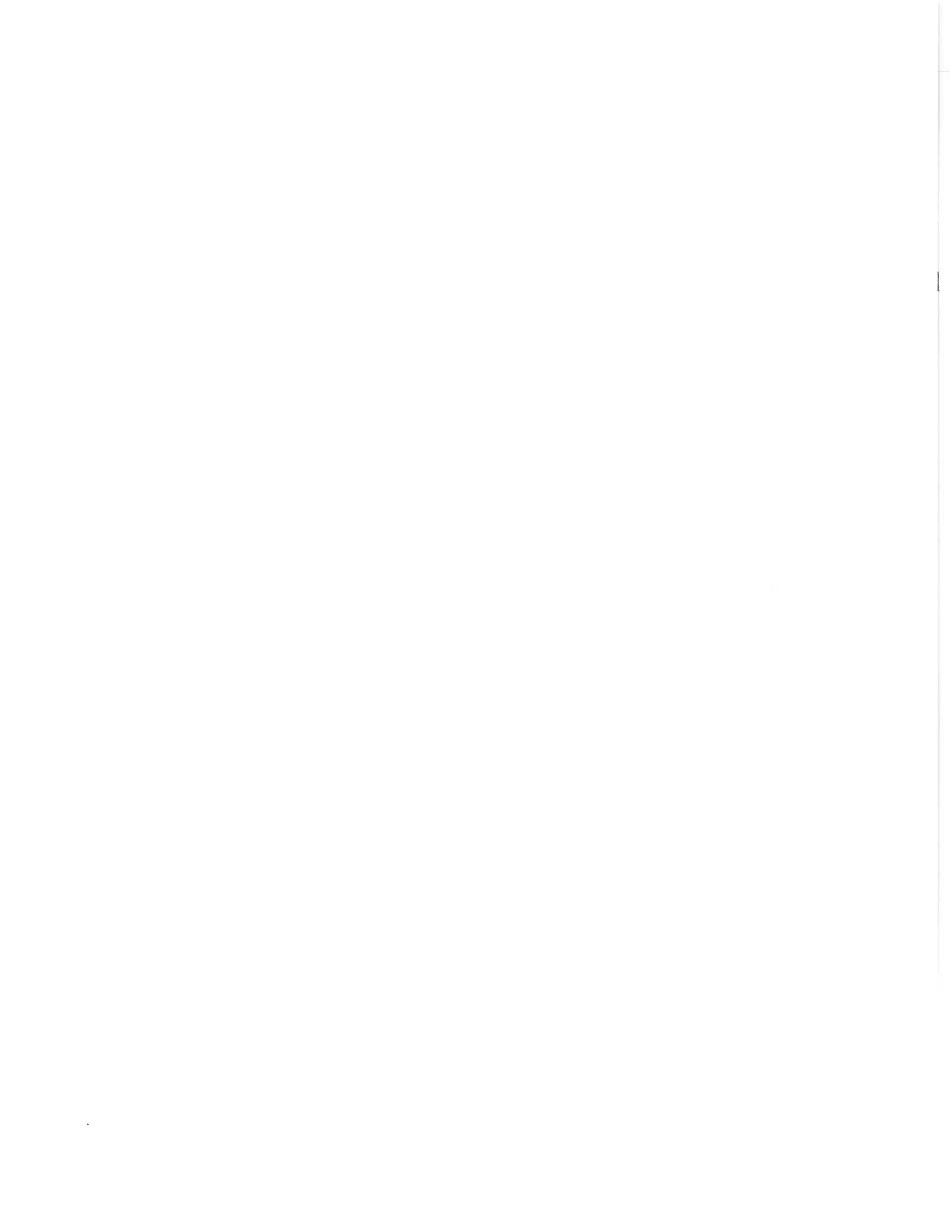
By: _____
Alisa Prewitt, SLPD-CCC/SLP, QOM
Speech-Language Pathologist
APA Speech Therapy, Inc.

By: _____

Date: _____

Date: _____

11.36





Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.36 Renewing contract with Newsela for ELA, Science and Social Studies online learning material.
Access	Public
Type	Action (Consent)
Preferred Date	Jun 21, 2023
Absolute Date	Jun 21, 2023
Fiscal Impact	Yes
Dollar Amount	55,220.76
Budgeted	Yes
Budget Source	LCAP/ESSER
Recommended Action	Staff recommends renewing contract with Newsela for ELA, Science and Social Studies.

Public Content

Speaker: Jarkko Myllari

Rationale: Newsela is an innovative way for students to build reading comprehension with nonfiction that's always relevant: daily news. It features articles written at multiple levels of text complexity and quizzes to test reading comprehension. The district will renew the student licenses for the 2023-2024 school year. Newsela helps students climb the staircase of reading complexity from elementary through high school by providing daily news articles written at five levels of difficulty. Newsela adapts to each student's reading ability so they always get just-right content while having the power to stretch themselves. Articles are paired with quizzes aligned to the new Common Core State Standards so teachers can track their students' progress on a daily basis. Teacher tools make it easy to assign articles, review student quizzes and track Common Core mastery.

[Rio School District-Quote Q-89593.pdf \(117 KB\)](#)

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.



Newsela Inc.
500 5th Ave, FL 28
New York, NY 10110

Customer Agreement

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon license start date

Customer Agreement No. Q-89593
Newsela Sales Rep: Kyoko Utsumi
Contact Email: kyoko.utsumi@newsela.com
Offer Date: April 27, 2023
Expiration Date: June 30, 2023

To:
Oscar Hernandez
Rio School District
2500 E Vineyard Ave Ste 100
Oxnard, CA 93036-1372

Qty	Products/Services	List Price
1	Newsela	\$55,220.76
Contract Grand Total		\$55,220.76

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela’s obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including “Customer Agreement No. Q-89593” in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela’s Terms of Use, Newsela’s Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties (“Service Contract”).

Terms of Use: <https://newsela.com/pages/terms-of-use/>
Privacy Policy: <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer’s internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required: Yes
PO Number:
PO Amount:

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name: Oscar Hernandez
Bill-To Email: ohernandez@rioschools.org

By initialing here, I agree that the billing details stated above are current and accurate. _____

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature:	Date of Signature:
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Appendix

School	Products/Services	License Dates
RIO SCHOOL DISTRICT	Individual Virtual Add-On Session	07/01/23 - 06/30/24

RIO DEL MAR	Newsela ELA	07/01/23 - 06/30/24
RIO DEL MAR	Newsela Science	07/01/23 - 06/30/24
RIO DEL MAR	Newsela Social Studies	07/01/23 - 06/30/24
RIO DEL NORTE	Newsela ELA	07/01/23 - 06/30/24
RIO DEL NORTE	Newsela Science	07/01/23 - 06/30/24
RIO DEL NORTE	Newsela Social Studies	07/01/23 - 06/30/24
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela ELA	07/01/23 - 06/30/24
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Science	07/01/23 - 06/30/24
RIO DEL VALLE JUNIOR HIGH SCHOOL	Newsela Social Studies	07/01/23 - 06/30/24
RIO LINDO ELEMENTARY	Newsela ELA	07/01/23 - 06/30/24
RIO LINDO ELEMENTARY	Newsela Science	07/01/23 - 06/30/24
RIO LINDO ELEMENTARY	Newsela Social Studies	07/01/23 - 06/30/24
RIO PLAZA ELEMENTARY	Newsela ELA	07/01/23 - 06/30/24
RIO PLAZA ELEMENTARY	Newsela Science	07/01/23 - 06/30/24
RIO PLAZA ELEMENTARY	Newsela Social Studies	07/01/23 - 06/30/24
RIO REAL ELEMENTARY	Newsela ELA	07/01/23 - 06/30/24
RIO REAL ELEMENTARY	Newsela Science	07/01/23 - 06/30/24
RIO REAL ELEMENTARY	Newsela Social Studies	07/01/23 - 06/30/24
RIO ROSALES	Newsela ELA	07/01/23 - 06/30/24
RIO ROSALES	Newsela Science	07/01/23 - 06/30/24
RIO ROSALES	Newsela Social Studies	07/01/23 - 06/30/24
RIO VISTA MIDDLE SCHOOL	Newsela ELA	07/01/23 - 06/30/24
RIO VISTA MIDDLE SCHOOL	Newsela Science	07/01/23 - 06/30/24
RIO VISTA MIDDLE SCHOOL	Newsela Social Studies	07/01/23 - 06/30/24
RIO DEL SOL STEAM ACADEMY	Newsela ELA	07/01/23 - 06/30/24
RIO DEL SOL STEAM ACADEMY	Newsela Science	07/01/23 - 06/30/24
RIO DEL SOL STEAM ACADEMY	Newsela Social Studies	07/01/23 - 06/30/24

11.37



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.37 Approval of Learning A-Z Contract Renewal for 2023-2024
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	30,956.00
Budgeted	Yes
Budget Source	LCAP Funds
Recommended Action	Staff recommends board approval of Learning A-Z contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Rio School District would like to purchase 142 Raz-Plus classroom licenses for the 2023-2024 school year for all elementary schools.

Learning A-Z licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license.

We also believe that when teachers are given the right resources to inform and deliver effective differentiated instruction, every student benefits. With an extensive collection of flexible curriculum resources aligned to research-based best practices, our products help educators maximize their core instruction, fill gaps, and personalize learning. Without limiting their creativity, innovation, or individuality, we help educators provide the impactful instruction their students need to thrive.

[Rio Elementary School District RAZ PLUS quote 10263874.pdf \(35 KB\)](#)

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.



Learning A-Z Quote

Date: 5/8/2023
Valid Until: 8/31/2023
Bill Id #: 10263874
Username: ohernandez21

Ship To:

Oscar Hernandez
 Rio Elementary School District
 2500 E Vineyard Ave Ste 100
 Oxnard, California 93036-1372
 805-485-3111
 ohernandez@rioschools.org

Bill To:

Oscar Hernandez
 Rio Elementary School District
 2500 E Vineyard Ave Ste 100
 Oxnard, California 93036-1372
 805-485-3111
 ohernandez@rioschools.org

Products	Type	License Terms	List Price	Final Cost	Add 1 Year	Add 2 Years
Raz-Plus	Renewal	142 classrooms, 12 Months	\$33,228.00	\$30,956.00	\$58,817.82	\$83,581.20

	Final Cost	Add 1 Year	Add 2 Years
Sales Tax:	\$0.00	\$0.00	\$0.00
YOUR TOTAL COST:	\$30,956.00	\$58,817.82	\$83,581.20

(*) Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-812368, CSI Quote # 681170



Sales Executive

Tony McGuiness
tony.mcguiness@learninga-z.com

If paying by purchase order please send a Learning A-Z quote matching your Purchase Order (P.O.)

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P.O. must include:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
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11.38



Agenda Item Details

Meeting	Jun 21, 2023 - RSD Regular Board Meeting
Category	11. Consent
Subject	11.38 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of First 5 Ventura County agreement.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

First 5 Ventura County (F5VC) is largely funded through Proposition 10, the California Children and Families Act. Passed by the voters of California in 1998, this tobacco tax is dedicated to developing local systems that improve health and education for our youngest Californians, from prenatal through age 5. Governed by a nine-member Commission appointed by the Ventura County Board of Supervisors, F5VC has made a significant, positive impact on early childhood systems in Ventura County. First 5 provides prenatal, parent and child, and parenting education to families residing in the Rio community.

Since 2021-2022, First 5 served 46 families and children through age 5 through educational programs and services.

[First 5 Lease Agreement 2023-2024.pdf \(2,241 KB\)](#)

Administrative Content

Executive Content

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

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), is entered as of the 1st day of July, 2023, by and between Rio Unified School District ("Landlord"), and the Children and Families First Commission of Ventura County, known as First 5 Ventura County, ("Tenant") an independent governmental entity, for operation of the Neighborhoods for Learning program (hereinafter referred to as "Program").

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

Classroom/Space: for exclusive use. 1,144 sq. ft room located at 3300 Cortez Ave Oxnard, CA 93036.

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

Parking lot space, for shared use; located at 3300 Cortez Ave., Oxnard, CA 93036.

2. Term.

(a) The term of this Lease is twelve (12) months, commencing July 1, 2023 and ending June 30, 2024.

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

3. Rent; Facilities Use Fee. Tenant shall pay to Landlord a facility use fee for the property leased of \$1,542.66 per month as follows:

Monthly facility use fee is comprised of \$.79 per square foot for the exclusive use space (1,144 square feet), \$96.00 for the shared usage space, \$260.40 for Tenant's proportional share of utilities as set forth in Paragraph 11(a), and \$277.704 for Tenant's proportional share of janitorial services as set forth in Paragraph 11(b). Tenant shall send the rent payments to landlord on a monthly basis payable before the 5th of each month.

Landlord has the right to increase the rent every year for no more than the Consumer Price Index as published by the US Department of Labor - Los Angeles - Long Beach - Anaheim, CA for the 12-month preceding the lease period start date. Based on the CPI for the Los Angeles area over the last 12 months, the average increase is 5.0%.

4. Holdover. If Tenant fails to vacate and surrender the Premises on or before the expiration date of this Lease, and this Lease is not renewed pursuant to Section 2(a), the tenancy shall, at Landlord's option, be deemed a tenancy from month to month, until the tenancy is terminated in a manner prescribed by law.
5. Use: Program Obligations. The Premises shall be used solely for Tenant's operation of Programs for Early Child and Family Development, Early Literacy and Family Support (i.e. Parent and Child Together Classes, Child Literacy Groups, etc.). The Tenant will provide appropriate furniture, supplies and staff to conduct their activities. The Tenant is responsible for the operation of the program. Tenant shall be responsible for providing all staff, supplies, materials, and any other services or personnel necessary or desirable for Tenant's operation, and Tenant acknowledges that Landlord is not supplying or providing any of the foregoing services or personnel. In addition, Tenant shall be solely responsible for the operation and supervision of staff employed or participating in programs they provide. No other use is permitted without Landlord's prior written consent. Tenant will comply with all applicable laws, ordinances, statutes, regulations and orders (collectively, "Laws") affecting its use of the Premises. Tenant shall not use the Premises to disturb, annoy, endanger, or interfere with others at the School Site, or use the Premises for any unlawful purpose or commit a waste or nuisance on or about the Premises.
6. Signs. Tenant shall have the right to have installed signs appropriate for the identification of the Premises, with approval of the Landlord. Landlord's maintenance staff shall perform sign installation.
7. Condition of Premises. Tenant will examine the Premises and acknowledges that the Premises is clean and in operative condition, prior to lease signing. If noted maintenance need, it will be completed prior to lease or by arrangement with Tenant.
8. Alterations. Tenant shall not make any alterations whatsoever in or about the Premises without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done in accordance with all applicable Laws and with required permits. Tenant shall give Landlord advance written notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon

termination. However, Landlord may require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

9. Parking. Parking is based on a first-come first-serve basis. Tenant is entitled to use unreserved vehicle parking spaces located at the Site. Parking spaces are to be kept clean. No overnight parking is permitted.
10. Insurance. Tenant's personal property, fixtures, equipment, and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant shall carry its own property insurance to protect Tenant from any such loss. Tenant will be 100% covered before moving into premises and will provide Landlord with a certificate of insurance establishing Tenant's compliance prior to moving into premises. In addition, Tenant shall carry liability insurance in an amount not less than \$1,000,000.00. Tenant's liability insurance shall name Landlord as additional insured. Prior to occupancy the Tenant shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$1,000,000.00. Both Landlord and Tenant release each other, and waive their respective rights to subrogate against each other, for loss or damage covered by insurance during the term of the agreement.

11. Utilities; Janitorial.

- (a) Utilities are pro-rated by square feet. Landlord shall provide for water, sewer, and electrical utilities on the premises unless otherwise negotiated. Tenant shall pay to Landlord the amount set forth in Paragraph 3 for the tenant's share of utilities. Landlord shall make and maintain proper connections with any and all water, gas, sewer, and electrical lines serving the Premises and shall continue the connections and service thereof during the term of this Lease or any extension thereof.
- (b) Janitorial services shall be provided by Landlord daily during the term of this Lease. Landlord shall provide janitorial/custodial services at the amount set forth in Paragraph 3 for approximately one hour a day, 3 times a week occurring after 5:00 p.m. if possible. Services shall include wiping down surfaces, vacuuming, and collection of all trash and rubbish material. Tenant shall supply proper containers for trash.

Maintenance Subject to the following sentence, Landlord shall provide custodial services set forth in Paragraph 11b. Tenant will maintain the exclusive use space in a clean and orderly condition, free of all litter, garbage, debris and refuse, including keeping glass, windows and doors in operable and safe condition. Landlord, at its sole cost, shall maintain the electrical, heating, ventilation, air conditioning, plumbing, roof, foundation, exterior walls, and other common areas at the Site, Tenant shall be responsible for any maintenance which may be required by reason

of neglect or misconduct of Tenant, its agents, servants, employees, invitees or contractors.

(c) Entry by Landlord. Landlord may enter upon the classroom portion of the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and cleaning and making such repairs as Landlord is obligated to make provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by Tenant on the Premises.

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

13. Damage to Premises or Lack of Access Due to Construction. If the Premises is damaged or destroyed by any cause not the fault of Tenant, Landlord shall have the right, at Landlord's sole cost and expense to repair it, and the rent payable under this Lease shall be abated for the time and to the extent Tenant is prevented from occupying the Premises in its entirety. Notwithstanding the foregoing, if the Premises is damaged or destroyed and Landlord elects not to repair it or repair of the damage or destruction cannot be completed within 90 days: (i) Landlord may, in lieu of making the repairs required by this paragraph, terminate this Lease by giving Tenant thirty (30) days' written notice of termination; or (ii) Tenant may terminate this Lease by giving Landlord thirty (30) days' written notice of termination. Tenant recognizes that during summer recess periods (approximately June to August) the Landlord may need to complete facility repairs and infrastructure replacement that may render the premises unfit for occupation for the duration of the construction. As of the date of this Contract, no Construction or Renovation projects are in the foreseeable future at this location. For any period of time for which the Tenant has a lack of access due to construction, the Landlord shall abate

copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage areas; and (iv) deliver the Premises to Landlord in the same condition as referenced in Section 7, ordinary wear and tear excepted.

16. Indemnification. Tenant shall indemnify, defend and hold Landlord and Landlord's agents, employees, board members and contractors harmless from all claims, disputes, liability, litigation, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or related to Tenant's use, occupation or maintenance of the Premises. Landlord shall indemnify, defend and hold Tenant harmless from all Losses arising out of the sole negligence or willful misconduct of Landlord or Landlord's employees, agents or contractors.
17. Attorneys' Fees. In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs from the non-prevailing party.
18. Entire Agreement. This Lease contains the entire understanding of the parties hereto with respect to the subject matter hereof and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
19. Amendment. This Lease may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Executive Director of the Tenant and by the Superintendent or designee of the Landlord.
20. Partial Invalidity. If any term, covenant, condition or provision of this Lease is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
21. Interpretation; Headings. Section headings in this Lease are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Lease. Time is of the essence in this Lease.
22. Waiver. No waiver by Landlord or Tenant of any default or breach of any term, covenant or condition hereof shall be construed as a waiver of any other term, covenant or condition or of any subsequent default or breach of the same or any other term, covenant or condition, nor shall any custom or practice that may develop between the parties be construed so as to waive or lessen the right of Landlord or Tenant to insist upon the performance by the other of any term, covenant or condition hereof.

23. Building Hours: Normal Business Hours 7:00 A.M. to 7:00 P.M. Monday-Friday. The building shall be closed on observed holidays unless other arrangements are requested in writing by Tenant. Please see attached list of Rio School District Holidays.
24. Prior to taking possession of premises, Tenant will provide the First 5 Ventura County Safety Procedures including all COVID related protocols.
25. Notices and Payments. All notices required by this Lease shall be in writing and all notices and payments shall be made as follows:

If to Landlord:

Rio Unified School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93030
Attention: Wael Saleh

If to Tenant:

First 5 Ventura County
2580 E. Main Street, Suite 203
Ventura, CA 93003
Attention: Petra Puls, Executive Director

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

RIO SCHOOL DISTRICT
By: _____
Name: John Puglisi, Ph.D.
Title: Superintendent

"LANDLORD"

FIRST FIVE VENTURA COUNTY

By: _____

Name: Petra Puls

Title: Executive Director

"TENANT"

