



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

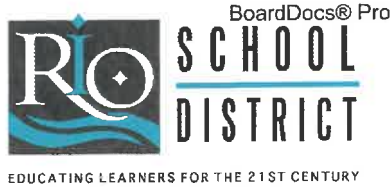
June 26, 2024

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

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

**Board of Education
Eleanor Torres, President
Alesia Martin, Clerk
Felix Eisenhauer, D.M.A
Kristine Anderson, Esq.
Rosa Balderrama, M.A.**

2.0



Wednesday, June 26, 2024
RSD Regular Board Meeting

Rio School District
1800 Solar Drive
Oxnard, CA 93030

1. Open Session 5:00 p.m.

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

2. Approval of the Agenda

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

3. Public Comment-Closed Session

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

4. Closed Session

- 4.1 Conference Legal Counsel Re: Current Litigation: OAH Case No. 202402001
- 4.2 Consideration of Student Readmissions [Ed Code 35146] Student Numbers: 6009966, 6017305, 6019121, and 6011546
- 4.3 Public Employee Discipline/Dismissal/Release: Pursuant to Government Code 54957

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

- 5.1 Report of Closed Session

6. Communications

- 6.1 Acknowledgement of Correspondence to the Board
- 6.2 Board Member Reports
- 6.3 Organizational Reports-RTA/CSEA/Other
- 6.4 Superintendent Report

6.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card prior to the beginning of the meeting at 5:00 p.m. All speakers must be physically present at the time of the public comment session or if they wish, they can speak at the time of the item. Cards are available at the meeting and on the District website. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda

6/20/24 12:43 PM
Each person speaking may not exceed a total of three minutes per item. Individuals in attendance are allowed to have one additional person donate their time. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes per speaker, or a total of twenty minutes

7. Information

8. Discussion/Action

8.1 Approval of the Rio Teachers Association Proposal for Negotiations

8.2 Approval of the Rio School District Proposal for Negotiations

8.3 Approval for purchasing 1150 Chromebooks to replace the year 6 Chromebooks on grades 3, and 6 and to achieve an overage of 60 devices

8.4 Approval of the 2024-2025 Local Control Accountability Plan and Local Indicators Annual 2023/2024 LCAP Update

8.5 Approval of Adopted Budget for 2024/2025

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Board Meeting of June 5, 2026

9.3 Approval of the June Personnel Report

9.4 Ratification of the Commercial Warrant for the period May 24, 2024 through June 11, 2024.

9.5 Approval of Revised Salary Schedules for Certificated, Classified, Unrepresented, Confidential and Management

9.6 Approval of the 2024-25 Bell Schedules and Instructional Minutes

9.7 Approval of Williams Quarterly Complaint Report

9.8 Approval of Contract with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2024/2025.

9.9 Approval of the Ventura County Sheriff's Office Contract for SRO services at Rio Plaza Elementary, Rio Real Elementary, and Rio Del Valle Middle School for the 2024/2025 school year.

9.10 Approval of Food Service Vending Contract with Catalyst, Inc. for 2024/2025

9.11 Approval of Food Service Vending Contract with Child Development Resources for the 2024/2025 school year.

9.12 Approval of the 2024-2025 Consolidated Categorical Aid Programs (ConApp)

9.13 Contract with MICOP for Mixteco Translation and Outreach Services 2024-2025 School Year

9.14 Approval of the Contract with Amergis to Provide Additional Summer School Nurse Support

9.15 Approval of 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

9.16 Child Development Resources (CDR) Agreement Renewal

9.17 Approval of Renewal Contract with ST Math / MIND Education for the 2024-2026 school years

9.18 Approval of Contract renewal with FoodCorps service for the 2024/2025 school year.

9.19 Addendum to Boys and Girls Club Summer Contract

9.20 Amendment to the Pioneer Healthcare Services Contract

9.21 Amendment to the VCOE Contract for OT services

9.22 Contract with Pioneer Healthcare Services to Provide Additional Speech and Language Pathologists and Occupational Therapists FY 2024/2025

9.23 Contract with 360 Degree Customer Inc.

9.24 Contract with Amergis to Provide Speech and Language Services FY 2024/2025 and the Extended Year Program

9.25 EPIC Special Education Staffing

9.26 Contract with AMN Healthcare to Provide Speech and Language Pathologists Services

9.27 Contract with APA Speech Therapy Inc.

9.28 Contract with The Genesis Group to Provide Additional Occupational Therapist Services

9.29 Contract with Amergis to Provide Nursing Services FY 2024/2025

9.30 MOU Between Ventura County of Behavioral Health (VCBH) and Rio School District for Special Education Mental Health Services

9.31 MOU Between Rio School District and Aspiranet for Special Education Mental Health Services FY 2024/2025

9.32 Approval to declare and sell obsolete E-waste Devices

9.33 Approval of the 2nd Quarter List of Pre-Qualified Bidders for 2024/2025

9.34 Approval of Project 24-02L REBID for the RDV HVAC and Electrical by EJS Construction, Inc.

9.35 Approval of Project Proposal for DSA Inspection of the RDV Kitchen Renovation project.

9.36 Approval of Change Order #2 to Project 24-03H, Fencing Replacements at 5 Sites by Ardalan Construction, Inc.

9.37 Approval of Change Order #1 from Los Angeles Engineering, Inc. for Project #24-04L REBID of RDV Sports Field Complex, Phase 2

9.38 Approval of Change Order #1 from Bonair for a change in the scope of work for Project #24-01L Rio Del Valle MS Gym HVAC and Electrical

9.39 Approval for Superintendent to receive and approve lowest responsive bids for the Kitchen/Cafeteria Project @24-06L at Rio Del Valle

9.40 Consideration of Contract Amendment with Jensen Design and Survey, Inc. (JDS Civil) for Rio del Valle Expansion Project

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: August 21, 2024

11. Adjournment

11.1 Adjournment

4.1



Agenda Item Details

Meeting Jun 26, 2024 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Conference Legal Counsel Re: Current Litigation: OAH Case No. 202402001

Access Public

Type

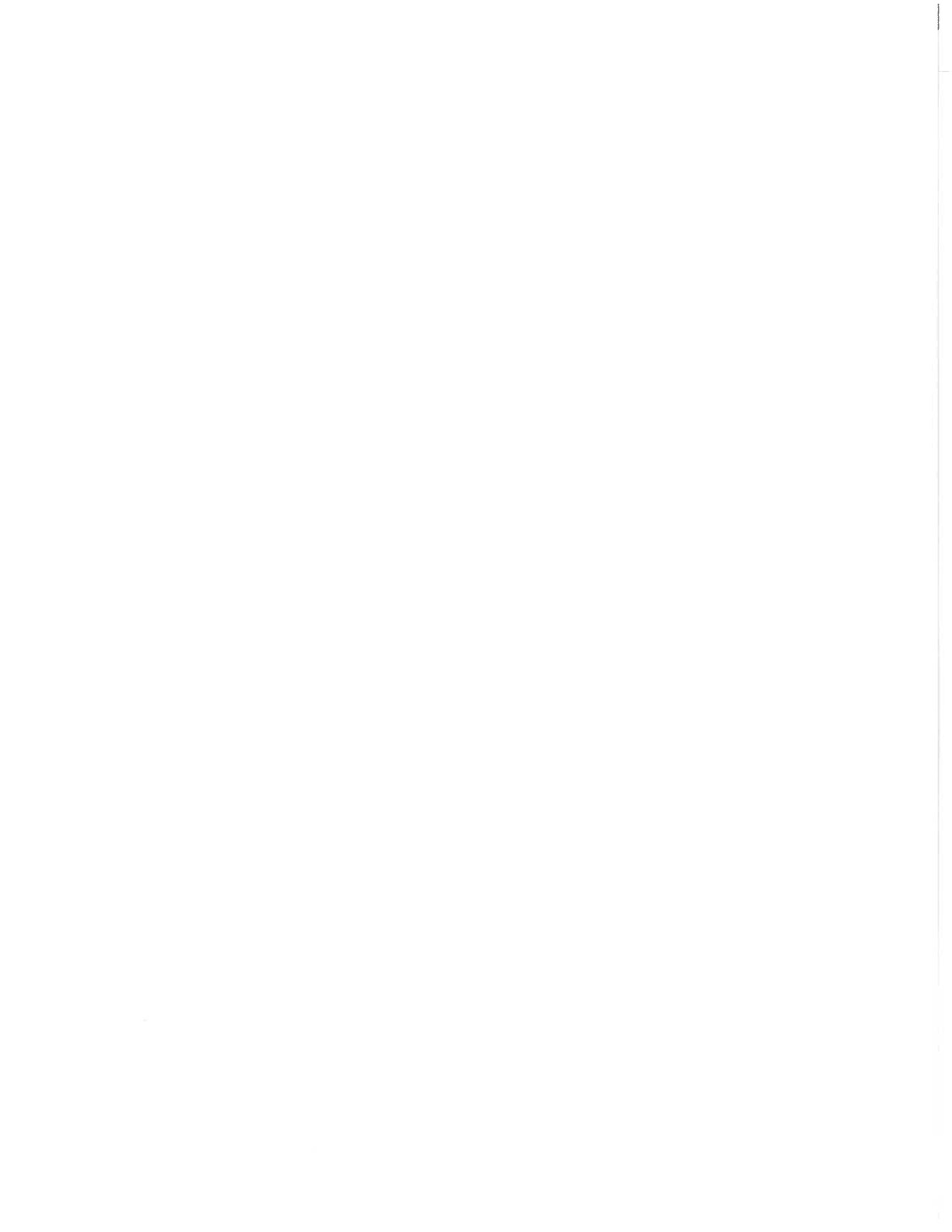
Public Content

Speaker:

Rationale:

Administrative Content

Executive Content



4.2



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.2 Consideration of Student Readmissions [Ed Code 35146] Student Numbers: 6009966, 6017305, 6019121, and 6011546
Access	Public
Type	Action

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	4. Closed Session
Subject	4.3 Public Employee Discipline/Dismissal/Release: Pursuant to Government Code 54957
Access	Public
Type	Action, Discussion

Public Content

Speaker: Dr. Tiffany Morse, Assistant Superintendent, School and System Support

Rationale: Employee 3466 is recommended for termination pursuant to Education Code section 45123.

Administrative Content

Executive Content

8.1



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.1 Approval of the Rio Teachers Association Proposal for Negotiations
Access	Public
Type	Action, Discussion
Recommended Action	Staff recommends approval of RTA's proposal for negotiations.

Public Content

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent, School and Systems Support

Rationale: The Educational Employment Relations Act requires that both the employer and the bargaining unit present their initial proposals at a public meeting, which occurred on June 5, 2024. After the public has had an opportunity to express itself, the proposal may be adopted at a subsequent meeting. The Rio Teachers Association's initial proposal for negotiations in the 2024-25 school year is presented for the Board's approval.

[24-25 RTA to RSD Sunshine Proposal.pdf \(47 KB\)](#)

Administrative Content

Executive Content

Rio Teachers' Association
Sunshine Proposal for the 2024-2025 School Year
Initial Contract Reopeners with Rio School District
May 28, 2024

Dr. John Puglisi,

Rio Teachers' Association values the collaborative spirit through which collective bargaining is accomplished between the District and the Association. Per the Rodda Act, the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio Teachers' Association is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of Rio Teachers' Association and the 2024-2025 contract negotiations with the Rio School District:

ARTICLE 7: Unit Member Safety

ARTICLE 20: Employee Benefits

As well as articles mutually agreed upon to open.

We look forward to initiating a good faith bargaining effort with the Rio School District.

Sincerely,

Marisela Valdez
President, Rio Teachers' Association



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.2 Approval of the Rio School District Proposal for Negotiations
Access	Public
Type	Action, Discussion
Recommended Action	Staff recommends approval of Rio School District's proposal for negotiations.

Public Content

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent, School and Systems Support

Rationale: The Educational Employment Relations Act requires that both the employer and the bargaining unit present their initial proposals at a public meeting, which occurred on June 5, 2024. After the public has had an opportunity to express itself, the proposal may be adopted at a subsequent meeting. The Rio School District's initial proposal for negotiations in the 2024-25 school year is presented for the Board's approval.

[RSD Sunshine Proposal 2024-25.pdf \(74 KB\)](#)

Administrative Content

Executive Content



**Rio School District Sunshine Proposal for Initial Contract Reopeners with
Rio Teachers Association June 5, 2024**

The Rio School District values the collaborative spirit through which collective bargaining is accomplished between the District and the Association.

Per the Educational Employment Relations Act and the Collective Bargaining Agreement between the Rio School District and the Rio Teachers' Association, Rio School District is submitting its 2024-2025 negotiations proposal.

The following constitutes the initial proposals of the Rio School District:

ARTICLE 8: Class Size

The District proposes to review and possibly update language on class size, and to review language on special education and inclusion to better align with best practices and current case law.

Additionally, the District agrees to reopen any articles that are mutually agreed upon.

We look forward to initiating a good faith bargaining effort with the Rio Teachers Association



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.3 Approval for purchasing 1150 Chromebooks to replace the year 6 Chromebooks on grades 3, and 6 and to achieve an overage of 60 devices
Access	Public
Type	Action
Preferred Date	Jun 26, 2024
Absolute Date	Jul 01, 2024
Fiscal Impact	Yes
Dollar Amount	310,988.75
Budgeted	Yes
Budget Source	Measure L/H
Recommended Action	Staff recommends approval for purchasing the Chromebooks to sustain 1 to 1 student devices.

Public Content

Speaker: Jarkko Myllari

Rationale: To ensure our students have access to technology and to sustain a fully cohesive digital learning environment, staff recommends purchasing Chromebooks to replace the six or more year-old devices for grades 3 and 6. An overage of 60 devices is needed for training purposes and as a repair buffer. In response to the RFP, the District received 25 proposals out of which CDW-G was able to provide the best price point and the preferred device type and was selected as the vendor to provide the equipment, licenses and white glove service.

[NWVS108.pdf \(91 KB\)](#)

Administrative Content

Executive Content



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

JARKKO MYLLARI,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWVS108	5/17/2024	LVO 100EG4	6640297	\$310,988.75

IMPORTANT - PLEASE READ

Fees applied to item(s): 7936221

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Google Chrome Education Upgrade Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1150	5988499	\$31.00	\$35,650.00
CDW CDWG Asset Tag applied WITH another CDW Configuration Center service Mfg. Part#: ASSETTAGW/INSTALL UNSPSC: 81111511 Contract: MARKET	150	338520	\$0.00	\$0.00
CDWG EDU White Glove Service for Chromebooks and Chrome OS Devices T1 Mfg. Part#: CDWCHROMEOS SVC1 UNSPSC: 43232401 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1150	3254461	\$6.00	\$6,900.00
Lenovo 100e Chromebook Gen 4 - 11.6" - MediaTek Kompanio 520 - 4 GB RAM - 3 Mfg. Part#: 82W00001US-MC00112109 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	1150	7936221	\$210.00	\$241,500.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7936221	1150	654809	\$4.00	\$4,600.00

SUBTOTAL	\$284,050.00
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SHIPPING	\$0.00
RECYCLING FEE	\$4,600.00
SALES TAX	\$22,338.75
GRAND TOTAL	\$310,988.75

PURCHASER BILLING INFO

Billing Address:
 RIO SCHOOL DISTRICT
 ACCTS PAYABLE
 1800 SOLAR DR
 OXNARD, CA 93030-2655
Phone: (805) 485-3111
Payment Terms: NET 30 Days-Govt/Ed

DELIVER TO

Shipping Address:
 RIO SCHOOL DISTRICT
 JARKKO MYLLARI
 1800 SOLAR DR
 OXNARD, CA 93030-2655
Phone: (805) 485-3111
Shipping Method: UPS FREIGHT LTL, SPECIAL SERVICES

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



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Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.4 Approval of the 2024-2025 Local Control Accountability Plan and Local Indicators Annual 2023/2024 LCAP Update
Access	Public
Type	Action, Discussion
Fiscal Impact	Yes
Dollar Amount	12,115,717.00
Budgeted	Yes
Budget Source	Local Control Funding Formula (LCFF) funding
Recommended Action	Staff recommends approval of the 2024-2025 LCAP Plan and CA Department of Education Dashboard Local Indicators.

Public Content

Speaker: Veronica Rauschenberger, Executive Director of Educational Excellence and Innovation

Subject: 2023-2024 Annual LCAP Update, 2024-2025 LCAP and Action Tables, 2024-2025 CA Department of Education Dashboard Local Indicators presentation

Rationale:

Prior to adopting the LCAP, the governing board held a public hearing on June 5, 2024, to solicit recommendations and comments from the public regarding the specific LCAP actions and expenditures.

The superintendent has satisfied all the statutory requirements and requests the Board of Trustees to approve the Rio School District Local Control Accountability

This presentation includes an overview of the 2023-2024 LCAP Update, the 2024-2025 LCAP Plan and Action Tables and an overview of the CA Department of Education Dashboard Local Indicators

For each local indicator, the State Board of Education (SBE) adopted performance standards require an LEA to:

1. Annually measure its progress in meeting the requirements of the specific LCFF priority; and
2. Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP; and
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Goal 1-improved student achievement at every school and every grade in all content areas

Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

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

Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.

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

[2024_Local_Control_and_Accountability_Plan_Rio_School_District_20240612 \(1\).pdf \(2,623 KB\)](#)

Administrative Content

Executive Content

8.5



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	8. Discussion/Action
Subject	8.5 Approval of Adopted Budget for 2024/2025
Access	Public
Type	Action (Consent)
Budget Source	All district funds.
Recommended Action	Staff recommends approval of the Adopted Budget for 2024/2025
Goals	<p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The Rio School District must adopt a budget by July 1 of every year to allow for payments of any liabilities and expenditures, such as salaries, supplies and services. The attached documents represent the District's proposed 2024-25 budget.

As required by law, a public hearing for the 2024-25 budget was held on June 5, 2024. At that meeting, no public comment was received.

The following State Accounting Software forms are considered to be part of Rio School District's 2024-25 budget.

CB	Budget Certification	35	County School Service Fund
CC	Workers' Compensation Certification	49	Debt Service Fund for Blended Component Units Project
TC	Table of Contents	51	Bond Interest and Redemption
01	General Fund	52	Debt Service Fund - CFD
13	Cafeteria Special Revenue Fund	A	Average Daily Attendance
21	Building Fund	01CS	Criteria & Standards
25	Capital Facilities Fund	MYP	Multi Year Projection

[Adopted Budget 2024-2025 Final.pdf \(1,423 KB\)](#)

[General Fund Summary 24-25 Final.pdf \(841 KB\)](#)

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
GENERAL FUND SUMMARY (FUND 01)
REVENUE, EXPENDITURES & CHANGES IN FUND BALANCE
2024-25 Proposed Budget

	Unrestricted	Special Education	Categorical Programs	Total
A) REVENUES				
LCFF- Base Grant	\$53,049,186	\$0	\$0	\$53,049,186
LCFF- Supplemental/Concentration Grant	\$12,115,717	0	0	12,115,717
Federal Revenues	\$0	1,333,243	1,366,912	2,700,155
Other State Revenues	\$1,860,712	772,193	7,182,873	9,815,778
Local Revenues	\$1,465,778	4,361,828	396,432	6,224,038
TOTAL REVENUES	\$68,491,393	\$6,467,264	\$8,946,217	\$83,904,874
B) EXPENDITURES				
Certificated Salaries	\$25,337,790	4,200,106	1,883,982	\$31,421,878
Classified Salaries	\$7,860,099	4,037,746	2,326,586	14,224,431
Employee Benefits	\$15,730,301	3,339,574	1,754,268	20,824,143
Books and Supplies	\$1,947,382	115,615	2,471,532	4,534,529
Services and Operating Expenses	\$7,306,090	3,052,449	4,933,298	15,291,837
Capital Outlay	\$74,915	0	196,382	271,297
Other Outgo	\$1,637,021	0	0	1,637,021
Direct Support/Indirect Costs	(\$446,405)	34,692	358,109	(53,604)
TOTAL EXPENDITURES	\$59,447,193	\$14,780,182	\$13,924,157	\$88,151,532
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
C) BEFORE OTHER FINANCING SOURCES AND USES	\$9,044,200	(\$8,312,918)	(\$4,977,940)	(\$4,246,658)
D) OTHER FINANCING SOURCES/USES				
Interfund Transfer In	\$0	\$0	\$0	\$0
Interfund Transfer Out	\$0	0	0	0
Other Sources	\$110,301	0	0	110,301
Contributions/Flexibility Transfers	(\$10,965,288)	8,312,918	2,652,370	0
TOTAL OTHER FINANCING SOURCES/USES	(\$10,854,987)	\$8,312,918	\$2,652,370	\$110,301
E) NET INCREASE (DECREASE)				
IN FUND BALANCE	(\$1,810,787)	\$0	(\$2,325,570)	(\$4,136,357)
F) BEGINNING FUND BALANCE	\$7,893,394	\$632,759	\$7,343,957	\$15,870,110
G) ENDING FUND BALANCE	\$6,082,607	\$632,759	\$5,018,387	\$11,733,753
H) COMPONENTS OF ENDING FUND BALANCE				
a) Designated for:				
Revolving Cash	\$5,000	\$0	\$0	\$5,000
Stores/Prepaid Expenditures	25,000	0	0	25,000
Legally Restricted Routine Maintenance	0	0	0	0
Carryover for Unspent Funds	0	632,759	5,018,387	5,651,146
Assigned for Beginning Balance Reinstatement	200,000	0	0	200,000
Total Designations	\$230,000	\$632,759	\$5,018,387	\$5,881,146
b) Reserve:				
State Mandated Reserve (3%)	2,644,546	\$0	\$0	\$2,644,546
Unassigned Reserve	3,208,061	0	0	3,208,061
Total Reserve (\$)	5,852,607	\$0	\$0	\$5,852,607
Total Reserve (%)	6.64%	0.00%	0.00%	6.64%
ENDING FUND BALANCE (a + b)	\$6,082,607	\$632,759	\$5,018,387	\$11,733,753

**Rio School District
2024-25 Proposed Budget
Multi-Year Projection Assumptions**

Assumption	2024-25	2025-26	2026-27
Revenues:			
Projected Enrollment	5209	5204	5189
Projected Attendance Rate	93.00%	93.00%	93.00%
Projected Average Daily Attendance (ADA)	4844	4840	4826
Funded ADA Using 3 years Average	4885	4868	4872
Cost of Living Adjustment	1.07%	2.93%	3.08%
Additional Augmentation	0.00%	0.00%	0.00%
LCFF Calculator	FCMAT	FCMAT	FCMAT
One Time Funds	-	-	-
Restricted Lottery Revenues Per ADA	\$ 72	\$ 72	\$ 72
Unrestricted Lottery Per ADA	\$ 177	\$ 177	\$ 177
Expenditures:			
Step and Column Adjustments	Included	1.50%	1.50%
Salary Increases/Settlements	1.00%	0.00%	0.00%
Certificated Changes	Included	None	None
Classified Staffing Changes	Included	None	None
Administrator Staffing Changes	Included	None	None
STRS	19.10%	19.10%	19.10%
PERS	27.05%	27.60%	28.00%
Cost of Health Increase	Included	5%	5%
One Time Funds in Expenditures	\$1.4M	\$615K	-
Utilities Changes	10%	10%	10%
Increase in Contribution to SpEd and Facilities Maintenance	+\$500K	+\$500K	+\$500K

**Rio School District
Multi-Year Projections
2nd Interim Budget**

Description	2024-25 Proposed Budget	2025-26	2026-27
Funded Average Daily Attendance	4,885	4,868	4,872
A Revenues and Other Financing Sources:			
1 LCFF: Base Grant	\$53,049,186	\$54,590,190	\$56,315,042
LCFF: Supp/Concent	12,115,717	11,989,890	11,830,835
2 Federal Revenues	2,700,155	2,700,155	2,700,155
3 Other State Revenues	9,815,778	10,103,380	10,414,584
4 Other Local Revenues	6,224,038	7,063,970	5,663,970
5 Other Financing Sources	-	-	-
6 Transfer in from Other Funds	110,301	112,507	114,757
7 Total Revenues and Other Financing Sources	84,015,176	86,560,092	86,839,124
B Expenditures and Other Financing uses:			
1 Certificated Salaries			
a. Base Salaries	31,421,878	31,421,878	31,727,761
b. Projected Step and Column Adjustment	-	468,883	475,916
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	-	(163,000)	-
e. Total Certificated Salaries	31,421,878	31,727,761	32,203,678
2 Classified Salaries			
a. Base Salaries	14,224,431	14,224,431	14,437,797
b. Projected Step and Column Adjustment	-	213,366	216,587
c. Cost of Living Adjustment	-	-	-
d. Other Adjustments	0	-	-
e. Total Classified Salaries	14,224,431	14,437,797	14,654,364
3 Employee Benefits:			
a. STRS	5,692,251	6,060,002	6,150,902
b. PERS	3,891,921	3,984,832	4,235,111
c. FICA and Medicare	1,565,131	1,564,544	1,588,012
d. Health and Welfare	7,482,824	7,901,090	8,343,799
e. Unemployment	22,155	23,083	23,429
f. Worker Comp	801,357	816,669	828,919
g. Retiree Benefits	1,208,504	1,275,698	1,346,792
h. Cost of Living Adjustments	-	-	-
i. Other Benefits	160,000	-	-
j. Total Benefits	20,824,143	21,625,918	22,516,965
4 Books and Supplies	4,534,529	4,534,529	4,534,529
5 Services and Other Operating Expenditures	15,291,837	15,480,425	15,687,871
6 Capital Outlay	271,297	271,297	271,297
7 Other outgo	1,637,021	1,637,021	1,637,021
8 Indirect costs	(53,604)	13,841	13,841
9 Other Financing Uses	-	-	-
10 Proposed Budget Cuts	-	(1,156,176)	(1,156,176)
11 Other Adjustments	-	4,004,756	(726,693)
12 Total Expenditures and Financing Uses	88,151,532	92,577,169	89,636,697
C Net Increase (Decrease) in Fund Balance	(\$4,136,357)	(\$6,017,077)	(\$2,797,573)
D Fund Balance			
1 Net Beginning Balance	15,870,110	11,733,753	5,716,675
Total Components of Ending Fund Balance	\$11,733,753	\$5,716,676	\$2,919,102
E Available Reserves- Unrestricted Only			
Revolving Cash/Stores	30,000	30,000	30,000
Legally Restricted/Carryover	5,651,146	0	(0)
Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
Designated for Economic Uncertainties	2,644,546	2,777,315	2,689,101
Undesignated/ Unappropriated Amount	3,208,061	2,709,360	(0)
Total Available Reserve - by Amount	11,733,753	5,716,675	2,919,101
Total Available Reserve - by Percent	6.64%	5.93%	3.00%

Unrestricted

	Description	2024-25 Proposed Budget	2025-26	2026-27
A	Revenues and Other Financing Sources:			
	1 LCFF: Base	\$53,049,186	\$54,590,190	\$56,315,042
	LCFF: Supp/Conc	12,115,717	11,989,890	11,630,635
	2 Federal Revenues	-	-	-
	3 Other State Revenues	\$1,860,712	1,915,231	1,974,220
	4 Other Local Revenues	\$1,465,778	\$2,305,710	\$905,710
	5 Other Financing Sources	(\$10,965,288)	(\$11,465,288)	(\$11,965,288)
	6 Transfer In	\$110,301	112,507	114,757
	7 Total Revenues and Other Financing Sources	\$ 57,636,406	59,448,240	58,975,076
B	Expenditures and Other Financing uses:			
	1 Certificated Salaries			
	a. Base Salaries	\$25,337,790	25,337,790	25,552,412
	b. Projected Step and Column Adjustment	-	377,622	383,286.18
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	(163,000)	-
	e. Total Certificated Salaries	25,337,790	25,552,412	25,935,698
	2 Classified Salaries			
	a. Base Salaries	\$7,860,099	7,860,099	7,978,000
	b. Projected Step and Column Adjustment	-	117,901	119,670
	c. Cost of Living Adjustment	-	-	-
	d. Other Adjustments	-	-	-
	e. Total Classified Salaries	7,860,099	7,978,000	8,097,670
	3 Employee Benefits:			
	a. STRS	4,622,940	4,880,511	4,953,718
	b. PERS	2,346,976	2,201,928	2,340,227
	c. FICA and Medicare	998,696	980,827	995,539
	d. Health and Welfare	6,012,003	6,312,603	6,628,233
	e. Unemployment	16,242	16,765	17,017
	f. Worker Comp	590,555	593,153	602,050
	g. Retiree Benefits	982,889	1,032,033	1,083,635
	h. Cost of Living Adjustments	-	-	-
	i. Other Benefits	160,000	-	-
	j. Total Benefits	\$ 15,730,301	\$ 16,017,821	\$ 16,620,420
	4 Books and Supplies	\$1,947,382	\$ 1,947,382	\$ 1,947,382
	5 Services and Other Operating Expenditures	7,306,090	7,494,678	7,702,124
	6 Capital Outlay	74,915	74,915	74,915
	7 Other outgo	1,637,021	1,637,021	1,637,021
	8 Indirect costs	(446,405)	(341,892)	(311,892)
	9 Other Financing Uses	-	-	-
	10 Proposed Budget Cuts		(1,156,176)	(1,156,176)
	11 Other Adjustments (Elimination of One time Expense)		610,010	1,225,487
	11 Total Expenditures and Financing Uses	\$ 59,447,193	\$ 59,814,171	\$ 61,772,649
C	Net Increase (Decrease) in Fund Balance	(1,810,787)	(365,931)	(2,797,573)
D	Fund Balance			
	1 Net Beginning Balance	7,893,394	6,082,607	5,716,675
	Adjustment to Beginning Balance	-	-	-
	e. Total Components of Ending Fund Balance	6,082,607	5,716,675	2,919,101
E	Available Reserves			
	General Fund:			
	Revolving Cash/Stores	30,000	30,000	30,000
	Assigned for Beginning Balance Reinstatement	200,000	200,000	200,000
	Designated for Economic Uncertainties	2,644,546	2,777,315	2,689,101
	Undesignated/ Unappropriated Amount	3,208,061	2,709,360	(0)
	Total Available	6,082,607	5,716,675	2,919,101

Restricted

	Description	2024-25 Proposed Budget	2025-26	2026-27
A	Revenues and Other Financing Sources:			
1	LCFF/Revenue Limit:	\$0	\$0	\$0
	LCFF: Supp/Conc	-	-	-
2	Federal Revenues	2,700,155	2,700,155	2,700,155
3	Other State Revenues	7,955,066	8,188,149	8,440,344
4	Other Local Revenues	4,758,260	4,758,260	4,758,260
5	Other Financing Sources	10,965,288	11,465,288	11,965,288
6	Total Revenues and Other Financing Sources	26,378,769	27,111,852	27,864,047
B	Expenditures and Other Financing uses:			
1	Certificated Salaries			
a.	Base Salaries	6,084,088	6,084,088	6,175,349
b.	Projected Step and Column Adjustment	-	91,261	92,630
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	-	-
	ESSER III Plan For Certificated			
e.	Total Certificated Salaries	6,084,088	6,175,349	6,267,980
2	Classified Salaries			
a.	Base Salaries	6,364,332	6,364,332	6,459,797
b.	Projected Step and Column Adjustment	-	95,465	96,897
c.	Cost of Living Adjustment	-	-	-
d.	Other Adjustments	-	-	-
e.	Total Classified Salaries	6,364,332	6,459,797	6,556,694
3	Employee Benefits:			
a.	STRS	1,069,311	1,179,492	1,197,184
b.	PERS	1,544,945	1,782,904	1,894,885
c.	FICA and Medicare	566,435	583,717	592,473
d.	Health and Welfare	1,470,821	1,588,487	1,715,566
e.	Unemployment	5,913	6,318	6,412
f.	Worker Comp	210,802	223,516	226,868
g.	Retiree Benefits	225,615	243,664	263,157
h.	PERS Reduction	-	-	-
i.	Other Benefits/Adjustments	-	-	-
j.	Total Benefits	5,093,842	5,608,097	5,896,545
4	Books and Supplies	2,587,147	2,587,147	2,587,147
5	Services and Other Operating Expenditures	7,985,747	7,985,747	7,985,747
6	Capital Outlay	196,382	196,382	196,382
7	Other outgo	-	-	-
8	Indirect costs	392,801	355,733	325,733
9	Other Financing Uses	-	-	-
10	Other Adjustments	-	3,394,746	(1,952,180)
11	Total Expenditures and Financing Uses	28,704,339	32,762,998	27,864,048
C	Net Increase (Decrease) in Fund Balance	(2,325,570)	(5,651,146)	(0)
D	Fund Balance			
1	Net Beginning Balance	\$7,976,716	\$5,651,146	\$0
	Adjustment to Beginning Balance	-	-	-
e.	Total Components of Ending Fund Balance	5,651,146	\$0	(\$0)
E	Available Reserves			
	General Fund:			
a.	Revolving Cash/Stores	-	-	-
b.	Legally Restricted/Carryover	5,651,146	0	(0)
c.	Designated for Economic Uncertainties	-	-	-
d.	Undesignated/ Unappropriated Amount	-	-	-
	Total Available	\$5,651,146	\$0	(\$0)

9.1



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.1 Approval of the Consent Agenda
Access	Public
Type	Action (Consent)

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

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



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.2 Approval of the Minutes of the Regular Board Meeting of June 5, 2026
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Regular Board Meeting of June 5, 2026
Minutes	View Minutes for Jun 5, 2024 - RSD Regular Board Meeting

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

Staff recommends approval of the Minutes of the Regular Board Meeting of June 5, 2024.

[06_05_2024.docx.pdf \(112 KB\)](#)

Administrative Content

Executive Content

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



**Rio School District
Minutes
Regular Board Meeting
June 05, 2024
Rio School District
1800 Solar Drive
Oxnard, CA 93030**

Members present

Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

1. Open Session 5:00 p.m.

1.1 Call to Order

President Torres called the meeting to order at 5:05 pm

1.2 Pledge of Allegiance

President Torres led the flag salute.

1.3 Roll Call

Trustee Martin called the roll, Trustee Eisenhauer joined by teleconference. Trustee Anderson was absent.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

Trustee Martin asked to move Item 10.16 Approval of the Contract Renewal with Learning Priority Software, Inc. FY 2024/205 for Discussion/Action.

President Torres asked to move Item 9.3 Review of the Rio School District Sunshine Proposal from RTA to Review and 9.5 Review of the Rio School District Sunshine Proposal to the Rio Teachers Association to Review

President Torres also requested to table 4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent's Evaluation.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Alesia Martin, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

3. Public Comment-Closed Session

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

There were no public comments.

President Torres adjourned the meeting into closed session at 5:11 p.m.

4. Closed Session

4.1 Student Discipline-Stipulated Expulsion [Education Code 48918] Student Nos. 2324/6590, 2324/0185, 2324/9472, and 2324/0089

4.2 Public Employee Appointment [Government Code 54957] Title: Assistant Principal, Rio Vista Middle School

4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Superintendent Evaluation

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

5.1 Report of Closed Session

President Torres reconvened the meeting at 6.05 pm

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

In closed session, the board took the following action:

By a vote of 4-0, the Governing Board took action to approve the stipulated expulsion of student no.6009472.

By a vote of 4-0, the Governing Board took action to approve the stipulated expulsion of student no. 6010089.

By a vote of 4-0, the Governing Board took action to approve the stipulated expulsion of student no.6016590.

By a vote of 4-0, the Governing Board took action to approve the stipulated expulsion of student no. 6010185.

The Governing Board voted unanimously to appoint Martin Cook as Assistant Principal at Rio Vista School.

6. Recognitions/Presentations

6.1 Green Ribbon School District Recognition

Veronica Rauschenberger, Executive Director, School and Systems Improvement, and Anne Ranson, Science TOSA accepted recognition 2024 U.S. Department of Education Green Ribbon School District Sustainability Awardee.

Certificates were presented to community partners.

Dr. César Morales, Ventura County Superintendent of Schools congratulated the District for the award.

Arianna Castellanos rep for Kathy Long acknowledged the district's award and presented a Ventura County Board of Supervisors certificate to the Rio School District.

Veronica Rauschenberger also acknowledges receiving a Certificate of Commendation from the City Of Oxnard.

7. Public Hearings

7.1 Rio Teachers' Association Initial Sunshine Proposal to the Rio School District
President Torres opened the public hearing at 6:29 p.m. As there were no comments, President Torres closed the hearing at 6:29 p.m.

7.2 Rio School District Initial Sunshine Proposal to the Rio Teachers' Association
President Torres opened the public hearing at 6:29 p.m. As there were no comments, President Torres closed the hearing at 6:29 p.m.

7.3 Public Hearing of Local Control Accountability Plan (LCAP)
President Torres opened the public hearing at 6:30 p.m. As there were no comments, President Torres closed the hearing at 6:30 p.m.

7.4 Notice of Public Hearing for the 2024/2025 Budget Report
President Torres opened the public hearing at 6:30 p.m. As there were no comments, President Torres closed the hearing at 6:30 p.m.

8. Communications

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

8.2 Board Member Reports
Board member reports were heard from President Torres and Alesia Martin.

8.3 Organizational Reports-RTA/CSEA/Other
Organization reports were heard from Marisela Valdez, RTA, President

8.4 Superintendent Report
Superintendent Puglisi presented a memorial for Nee Sackey, a former music consultant for the district.

8.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly, and respectful manner. Persons wishing to address the Board must fill out a speaker card prior to the beginning of the meeting at 5:00 p.m. All speakers must be physically present at the time of the public comment session or if they wish, they can speak at the time of the item. Cards are available at the meeting and on the District website. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. Individuals in attendance are allowed to have one additional person donate their time. The speaker may choose to speak during public comment or at the time of the agenda item

prior to board consideration. These presentations are limited to three minutes per speaker or a total of twenty minutes

Public comments were heard from Anita Floyd and a Rio Vista Middle School student.

9. Discussion/Action

9.1 Resolution 2324/13 Commitment to Climate Change Action

Staff recommends approval of Resolution 2324/13 Climate Change Action

Motion by Rosa Balderrama, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

9.2 Approval for Staff Out State Travel to attend the Green Ribbon Awards Ceremony in Washington, DC July 8-12, 2024

Staff recommends approval for staff to attend the Green Ribbon Awards Ceremony in Washington, D.C. July 8-12, 2024.

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

9.3 Review of the Rio School District Sunshine Proposal from RTA

9.4 Agreement with Boys and Girls Club of Greater Oxnard and Port Hueneme for Summer School 2024 (non-general fund)

Motion by Rosa Balderrama, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

9.5 Review of the Rio School District Sunshine Proposal to the Rio Teachers' Association

10. Consent

10.1 Approval of the Consent Agenda

Staff Recommends approval of the consent agenda, as amended.

Motion by Rosa Balderrama, second by Eleanor Torres.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

10.2 Approval of the Minutes of the Regular Board Meeting of May 15, 2024

10.3 Ratification of the Commercial Warrant for the period May 2, 2024 through May 23, 2024.

10.4 Resolution 23/24-20 of the Board of Trustees of the Rio School District, Acting as the Legislative Body of Community Facilities District No. 1 of the Rio School District, Authorizing the Levy of Special Taxes in Community Facilities District No. 1 for Fiscal Year 2024-2025

10.5 Approval of the Education Protection Account Spending (EPA) Plan for 2024/2025

10.6 Approval of Organizational Membership with CASBO for the Rio School District Staff

10.7 Approval of Vendor List of Open Purchase Orders for Maintenance, Operations and Transportation for 2024/2025

10.8 Approval of Legal Services Agreement from Parker & Covert for Bond Counsel and Disclosure Counsel for Issuance of General Obligation Bonds and Bond Anticipation Notes

10.9 Approval of Legal Services with Atkinson, Andelson, Loya, Ruud, and Romo for the period September 1, 2024, through August 31, 2026

10.10 Approval of Contract with SAGE Realty Group for July 1, 2024 - June 30, 2025 for Consulting Services

10.11 Blanket Resolution No. 23/24-18 Regarding Appropriation Transfers for the 2024/2025 fiscal year

10.12 Approval of Food Service Vending Contract with The Boys and Girls Club of Greater Oxnard and Port Hueneme (Nyeland Center)

10.13 Approval of Resolution 23/24-14 Regarding Temporary Loans Between District Funds for Fiscal Year 2024-2025

10.14 Approval of Field Placement Agreement with Grand Canyon University

10.15 Approval of CalStateTEACH MOU for Student Teacher Placement

10.16 Approval of the Contract Renewal with Learning Priority Software, Inc. FY 2024/25
Staff recommends approval of the Contract Renewal with Learning Priority, Inc. FY 2024/25

Motion by Eleanor Torres, second by Rosa Balderrama.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Felix Eisenhauer, Rosa Balderrama

No: Alesia Martin

10.17 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2024/2025

10.18 Approval of Contract Renewal with Steve Sunnarborg FY 2024/25

10.19 Approval of Ventura County Indian Education MOU

- 10.20 Approval of the Contract Renewal-ThoughtExchange
- 10.21 Approval of Houghton Mifflin Harcourt Read 180 - 4 Year agreement
- 10.22 Renewal Quote with Learning A-Z
- 10.23 Approval of triennial plan for expelled youth
- 10.24 Contract Renewal with Newsela for ELA, Science, and Social Studies online learning material
- 10.25 Renewal Proposal with SeeSaw for the 2024-2025 school year
- 10.26 Renewal of Developing Mathematical Thinking Institute (DMTI) Agreement for the 2024-2025 school year
- 10.27 Renewal of lease agreement with First 5 Ventura for the use of spaces in the Office of Student and Family Services for 2024/2025
- 10.28 Renewal of 200 Google Voice licenses
- 10.29 Alludo professional development platform renewal
- 10.30 Approval of the May Personnel Report

11. Organizational Business

11.1 Future Items for Discussion
There none

11.2 Future Meeting Dates: June 26, 2024

12. Adjournment

12.1 Adjournment
President Torres adjourned the meeting at 7:23 p.m.

Approved on the 26th of June 2024.

John Puglisi, Ph.D., Secretary

Date

Clerk of the Board

Date



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.3 Approval of the June Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	Staff recommends approval of the June Personnel Report

Public Content

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent

Rationale:

Staff recommends approval of the June Personnel Report.

[_Personnel June 26, 2024.pdf \(119 KB\)](#)

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 PERSONNEL REPORT
Personnel Changes for April 17 - May 8, 2024
Board Meeting June 26, 2024

Certificated Personnel Report

Certificated Summer Employment, Extended School Year (July 8 - August 2, 5 hours):

- Ann Placio
- Yajaira Milan
- Chloe Ramos
- Jessica Zarate
- Lauren Schuster
- Anna Farrell
- April Fuentes
- Alice Magana
- Daniela Pena

Certificated Summer Employment, Kindergarten JumpStart (July 8 - August 2, 4 hours):

- Carrie McDaniel, Rio del Norte
- Darian Spencer, Rio del Mar
- Samantha Ruiz, Rio del Mar
- Rosa Navarro, Rio Real
- Rebecca Aguilar, Rio Real
- Maria Mendez, Rio Plaza
- Maria Orozco, Rio Plaza
- Amanda Kato, Rio Rosales
- Kathy Huynh, Rio Lindo

Certificated Summer Employment, Summer Science Academy (July 8 - July 26, 5.5 hours):

- Mary Flemming
- Cesar Ruiz
- Phaedra Lam
- Cynthia Zarate
- Josh Steiner
- Lorene Bacon
- Annette Lorenzana
- Monica Rocha Ortiz
- Janet Contreras
- Leslie Ramirez
- Christina Torres
- Alyssa Freise
- Brittany Soto
- Trevor Whiteley
- Melina Farias

Certificated Summer Employment, Summer Writers Camp (July 8 - August 2, 5.5 hours):

- Tito Rojas
- Xochitl Cuevas
- Sarah Hardwich
- John Medeiros
- Sharra Arriola

Certificated Summer Employment, Summer Sports Camp (June 24 - August 9, 3 hours):

- Stefanie Terrazas
- Angie Handley
- Mireya Chavez
- Yamilex Chavez
- Omar Espinoza
- Giovanni Morales
- Melody Valencia Macias
- Jalese Jones
- Kathy Navarro
- Samantha Ruiz
- Mary Gail King
- Juanpaulo Quiatchon

Certificated Summer Employment, Summer Performing Arts Academy (June 24 - August 2, 5.5 hours):

- Teri Lynn Regalado
- Erin Mooney
- Mayte Peraza

Certificated Summer Employment, Summer STEAM Tech Academy (July 29 - August 9, 5.5 hours):

- Omar Espinoza
- Katie Auerbach
- Cynthia Zarate
- Mary Fleming
- Lorene Bacon
- Kathryn Mares
- Alecandra Boggs
- Erik Garcia
- Catherine Garcia
- Danielle Iribe
- Nicholas O'Conner
- Christian Quirino
- Luke Sanchez
- Nathan Winn

Certificated Summer Employment, Summer Las Raices (July 8 - August 2, 5.5 hours):

- Annette Alfaro
- Candy Vazquez
- Maria Mauricio
- Yenni Luna
- Gloria Cervantes-De Lira

Certificated Summer Employment, Summer Agriculture Engineering Academy (June 24 - July 3, 5.5 hours):

- Cynthia Rivera
- Antonio Cerda Rodriguez

Certificated Summer Employment, Summer Rio Construction Camp (June 24 - July 3, 5.5 hours):

- Tito Rojas

Certificated Summer Employment, Summer Girls Construction Camp (August 5 - August 9, 5.5 hours):

- Katy Montecino

Certificated Summer Employment, Summer Connect Learn and Grow (June 24 - August 9, 5.5 hours):

- Heather Vollmar
- Dianne Arenas
- Melinda Calderon
- Maria Gonzales
- Sylvia Contreras
- Dianna Cervantez
- Aurora Zamudio
- Elias Telles
- Maria Soto
- Kelsey Diaz
- Hilda Pena
- Rosalinda Lopez
- Bethany Garcia Villegas
- Idalia Garcia
- Andrea Contreras

Classified Personnel Report

Classified Promotion:

- Lindsey Flowers
Instructional Assistant/Sped, from 3.5 hours to 3.75 hours, Rio Rosales, effective 8/23/24
- Ana Hernandez
from Clerk Typist II, 8 hours, to District office to Department Manager, 8 hours, effective 5/21/24
- Barbara Lopez Rodriguez
from Campus Supervision Assistant, 4.5 hours, Rio Rosales to Instructional Assistant/Sped, 5.75 hours, Rio Del Norte, effective 5/20/24

Classified Management Ratification of Employment:

- Maricela Ambriz
School Based Mental Health & Wellness Clinician, 8 hours, Rio Del Valle

Classified Management Leave of Absence:

- Alise Echele
Farm to School Coordinator, 8 hours, District Office, effective 8/15/24 - 8/29/24
- Alise Echele
Farm to School Coordinator, 40% LOA, , District Office, effective 9/30/24 - 6/30/25

Classified Leave of Absence:

- Geovanna Del Rio
Library Clerk - Elementary, 8 hours, Rio Rosales, effective 2024/2025 school year
- Charlene Tan
Occupational Therapist, 40% LOA, District Office, effective 8/1/24 - 6/30/25
- Teresa Ramos
Campus Supervision Assistant, 5.67 hours, Rio Lindo, effective 5/20/24 - 6/13/24

Classified Retirement:

- Judy Kanehsiro
Instructional Assistant/Sped, 5.75 hours, Rio Lindo, effective 8/3/24

Classified Ratification of Employment:

- Amelia McDowell
Occupational Therapist, 8 hours, District Office, effective 8/1/24
- Melissa Velaco
- Food Service Worker I, 2 hours, Rio Del Sol
- Leticia Ventura Mejia
Instructional Assistant/Sped, 5.75 hours, Rio Rosales, effective 6/4/24
- Guillermo Rivas
Food Service Worker I, 2 positions, 2 hours, Rio Lindo, effective 6/3/24
- Alexandra Magallon
Instructional Assistant/Sped, 5.75 hours, Rio Rosales, effective 5/22/24

Classified: Summer Employment, Extended School Year (July 8 - August 2, 5 hours):

- Karla Mendoza
- Martha Gonzalez
- Lidia Romero
- Cecilia Hernandez
- Maria Chavez
- Jessica Lopez
- Josephine Garcia Baez
- Nancy Mendez
- Leomar lopez
- Judy Kaneshiro
- Maria Garibay
- Brenda Munoz
- Karina Magana
- Maria Alvarez
- Rodrigo Martinez
- Erika Contreras
- Karla Alcala
- Alexa Marrufo
- Candyce McMann
- Tanya Alatorre
- Jacqueline Magana
- Citlalli Castorena
- Lindsey Flowers
- Ralph Ceballos
- Erica Partida
- Blanca Alfaro
- Nassima Letaief
- Carlos Castallanos
- Nicole Ruelas
- Kristen Logue
- Joshua Coronado
- Lacey Rudy
- Alexandra Silva

Classified Summer Employment, Kindergarten JumpStart (July 8 - August 2, 4 hours):

- Maria Frias Garcia, Itinerant
- Brenda Rosales, Rio Del Norte
- Angel Cabral, Itinerant
- Jocelin Ceron, Rio Lindo
- Ileene Garcia Arreola, Rio Real
- Valeria Gonzalez, Rio Plaza
- Melissa Fernandez, Rio Rosales
- Mayra Martinez, Rio Rosales

Classified: Summer Employment, Sports Camp (June 24 - August 9, 3 hours):

- Ryan Mendoza
- Brandon Henschel
- Candyce McMann
- Maria Chavez
- Guillermo Rivas
- Carlos Castellanos
- Bellinda Sanchez
- Mayra Martinez

Classified Summer Employment, Explore Program (June 24 - August 9, 8 hours):

- Ambreen Sajid, Rio Del Mar
- Adrian Rodriguez, Rio Del Norte
- Sheryl Preciado, Rio Plaza
- Hannah Murphy, Rio Plaza
- Kristopher Martinez, Rio Lindo
- Brenda Castellanos, Rio Del Mar
- Brianna Pena, Rio Rosales
- Leonor Pazos, Rio Real

Classified Summer Employment, Connect Learn & Grow (June 24 - August 9, 5 hours):

- Mariela Rodriguez
- Nicole Arceo
- George Casarez
- Lucila Roa
- Maranda Baez
- Graciela Macias
- Maricruz Marquez
- Nelly Cano
- Jessica Stewart
- Kiana Thompson
- Serrina Cabral
- Liliana Rabelo

Classified Summer Employment, Food Service (June 24 - August 2, 4.5 hours):

- Sonia Landeros, Food Service I, - Rio Del Sol
- Bellinda Sanchez, Food Service I, Rio Del Sol
- Lorena Mora, Food Service I, Rio Del Sol
- Rubi Aguilar, Food Service I, Rio Real
- Crystal Espinoza Sosa, Food Service I, Rio Del Sol
- Antonio Galimba, Food Service I, Rio Real
- Guillermo Rivas, Food Service I, Rio Del Sol
- Janet Alvarado, Food Service I, Rio Del Sol
- Mayra Martinez, Food Service I, Rio Del Sol
- Guadalupe Gonzalez, Food Service I, Rio Del Sol
- Melissa Velasco, Food Service I, Rio Del Sol
- Justina Lara, Food Service I, Rio Del Sol
- Maria Hernadnez, Food Service I, Rio Del Sol
- Sonia Landeros, Food Service I, Rio Del Sol
- Yolanda Bullock, Food Service II, Rio Del Sol

- Elodia Vargas, Food Service Manager, Rio Real
- Maria Alfaro, Food Service Manager, Rio Del Sol

Classified Summer Employment, Custodial Services (June 24 - August 9, 8 hours):

- Javon Duckett, Rio Del Sol

Classified Summer Employment, Clerk Typist II-Bilingual/Biliterate (June 24 - August 9, 5 hours):

- Shawnay Cardona, Rio Del Mar
- Cathleen Flores, Rio Del Norte
- Ma Jenica Copon, Rio Rosales
- Areli Cruz, Rio Plaza
- Barbara Lopez Rodriguez, Rio Lindo
- Julianna Alfaro, Rio Del Sol

Classified: Summer Employment, Campus Supervision (June 24 - August 9, 4 hours):

- Guadalupe Gaytan
- Amelia Cruz
- Derold Johnson
- Olga Luna
- Martha Amezcua
- Paola Andrade Gonzalez
- Jessica Borja
- Olga Orozco
- Natalia Chavez
- Julissa Aleman
- Barry Mauricio
- Elias Batis
- Yolanda Anguiano
- Luz Lopez
- Rodrigo Martinez
- Ignacio Arroyo Jr.
- Juan Carlos Rodriguez

9.4





Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.4 Ratification of the Commercial Warrant for the period May 24, 2024 through June 11, 2024.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,038,406.03
Budgeted	Yes
Budget Source	Various Funds as listed below.
Recommended Action	It is recommended that the Commercial Warrant be approved for the period May 24, 2024 through June 11, 2024.

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 \$2,038,406.03 which includes processing payments for all funds of the District in the following amounts for the period May 24,2024 through June 11, 2024.

Fund 010	General Fund	\$605,572.36
Fund 130	Cafeteria Fund	\$70,628.68
Fund 212	Building Fund Measure L	\$1,218,913.18
Fund 213	Building Fund Measure H	\$99,732.00
Fund 251	Capital Facilities - Residential	\$29,677.98
Fund 252	Capital Facilities - Commercial	\$4,050.00
Fund 490	Capital Projects Fund for Blen	\$9,831.83
Less Unpaid Tax Liability		\$0.00
Total		\$2,038,406.03

[Commercial Warrant 05242024-06112024.rtf \(605 KB\)](#)

Administrative Content

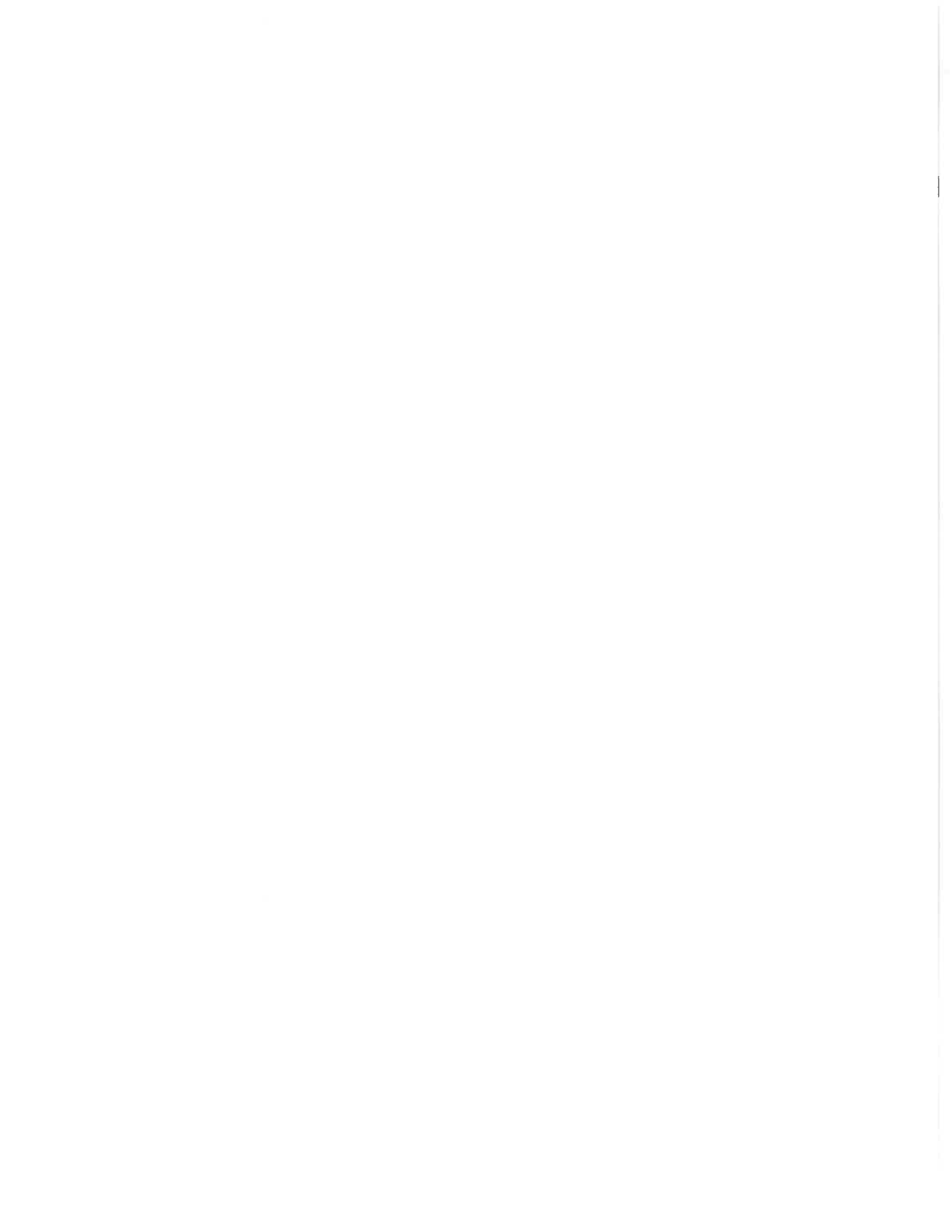
Executive Content

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

Checks Dated 05/24/2024 through 06/11/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009055115	05/30/2024	Amanda Lynn Krogh	010-5800		8,890.00
5009055116	05/30/2024	AMAZON CAPITAL SERVICES	010-4300		6,632.01
5009055117	05/30/2024	Amergis Healthcare Staffing	010-5100		7,600.00
5009055118	05/30/2024	Amicolor Inc.	010-4300		1,206.94
5009055119	05/30/2024	Amigo Party Rentals, Inc	010-5600		1,178.28
5009055120	05/30/2024	APA Speech Therapy Inc.	010-5100		11,175.00
5009055121	05/30/2024	Apple Inc.	010-4300		195.56
5009055122	05/30/2024	Aswell Trophy	010-4300		4,335.48
5009055123	05/30/2024	Atkinson, Andelson, Loya, Ruud & Romo	010-5802		40,739.03
5009055124	05/30/2024	Bowlero Oxnard	010-5800		2,548.50
5009055125	05/30/2024	CA Business Centers & Office Design, Inc.	010-4300		1,141.66
5009055126	05/30/2024	Carlos Dimas	010-5800		1,330.00
5009055127	05/30/2024	Carnitas El Brother Inc.	010-5800		3,900.23
5009055128	05/30/2024	Crown Castle	010-5800		5,341.30
5009055129	05/30/2024	Driftwood Dairy, Inc.	130-4710		6,469.81
5009055130	05/30/2024	DTA	490-5800		501.35
5009055131	05/30/2024	EPMOV INC. Farm Cart Organics	130-4710		2,059.40
5009055132	05/30/2024	FERGUSON ENTERPRISES # 1350	010-4300		643.01
5009055133	05/30/2024	Juana P. Arenas Frida's LLC	010-5800		1,400.00
5009055134	05/30/2024	Geraldine Mae Garcia Cabanban	010-5800		280.00
5009055135	05/30/2024	Giselle Lozada Aguirre	010-5800		170.00
5009055136	05/30/2024	GREATAMERICA FINANCIAL SVCS	010-5610		282.96
5009055137	05/30/2024	House Sanitary Supply	010-4325		1,607.25
5009055138	05/30/2024	John Tracy Center	010-5800		578.82
5009055139	05/30/2024	Johnstone Supply	010-4300		63.29
5009055140	05/30/2024	Maad Graphics	010-4300		1,029.14
5009055141	05/30/2024	Most Excellent Enterprises	010-5800		2,660.00
5009055142	05/30/2024	OC Tech Innovations Corp	010-5800		1,050.00
5009055143	05/30/2024	P + K Architecture Inc	252-6219		4,050.00
5009055144	05/30/2024	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	010-5800		8,439.90
5009055145	05/30/2024	New Direction Solutions LLC Pro Care Therapy	010-5800		3,154.71
5009055146	05/30/2024	Tri County Bread Service	130-4710		1,434.64
5009055147	05/30/2024	Ramiro Avina	130-4710		2,946.00
5009055148	05/30/2024	Ray DeLaurentis, Inc.	010-5800		1,570.00
5009055149	05/30/2024	SC FUELS	010-4300	2,818.90	
			010-4360	424.54	3,243.44
5009055150	05/30/2024	Ventura County SELPA	010-5100	5,304.25	
			010-5800	6,103.30	11,407.55
5009055151	05/30/2024	Ventura County SELPA	010-5800		5,739.07
5009055152	05/30/2024	Ventura County SELPA	010-5800		2,102.84
5009055153	05/30/2024	Ventura County SELPA	010-5100	7,325.57	
			010-5800	8,429.13	15,754.70
5009055154	05/30/2024	Ventura County SELPA	010-5800		3,355.44

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5009055155	05/30/2024	Ventura County SELPA	010-5800		2,440.24
5009055156	05/30/2024	Steve Sunnarborg	010-5800		2,100.00
5009055157	05/30/2024	SYSCO VENTURA, INC.	130-4710		26,941.53
5009055158	05/30/2024	Tax Deferred Services Corporate Office Suite 209	010-9539		97,329.65
5009055159	05/30/2024	THE BERRY MAN, INC.	130-4710		11,697.36
5009055160	05/30/2024	Alliance One, LLC The Genesis Group	010-5100		4,600.00
5009055161	05/30/2024	Therapy Travelers LLC	010-5100		3,150.00
5009055162	05/30/2024	UNITED WATER CONSERVATION DIST	010-5540		3,016.24
5009055163	05/30/2024	United Site Services	010-5630		4,146.36
5009055164	05/30/2024	J,S & W Cattle Ranch GP Watkins Cattle Company	130-4710		878.91
5009055165	05/30/2024	Windstream	010-5900		8,552.57
5009055166	05/30/2024	YAMA LAWNMOWER REPAIR	010-4360		379.62
5009055167	06/03/2024	Alarcon, Christopher	010-5800		67.00
5009055168	06/03/2024	Kelly, Heidi	010-5800		51.95
5009055169	06/03/2024	Alarcon, Jorge A	010-5800		67.00
5009055170	06/03/2024	Coastal Occupational Med. Grp.	010-5800		200.00
5009055171	06/03/2024	AMAZON CAPITAL SERVICES	010-4300	13,939.66	
			010-4400	1,877.12	
			130-4300	723.74	
			251-4300	852.12-	15,688.40
5009055172	06/03/2024	Amigo Party Rentals, Inc	010-5600		2,352.24
5009055173	06/03/2024	Aswell Trophy	010-4300		64.40
5009055174	06/03/2024	Bowlero Oxnard	010-5800		509.70
5009055175	06/03/2024	C & M AUTO TRUCK ELECTRIC	010-5610		1,581.09
5009055176	06/03/2024	Carnitas El Brother Inc.	010-5800		2,458.13
5009055177	06/03/2024	Gridworks Inc.	490-6202		9,330.48
5009055178	06/03/2024	Lindsey B. Gold Leap4Fun	010-5800		2,940.00
5009055179	06/03/2024	Luis Gerardo Guillen	010-5800		950.00
5009055180	06/03/2024	Mister Softee	010-5800		1,624.88
5009055181	06/03/2024	ODP Business Solutions	010-4300		8,605.38
5009055182	06/03/2024	Omar Israel Maya	010-4300		1,202.25
5009055183	06/03/2024	Lucia Vazquez Macias	010-5600		690.00
5009055184	06/03/2024	Rain Master Irrigation Systems	010-5800		14.95
5009055185	06/03/2024	Sam's Club Direct	010-4300	490.22	
			010-4325	109.16	
			130-4300	327.71	
			130-4710	9.94	937.03
5009055186	06/03/2024	Bernardo Cortes Vergara	010-5800		900.00
5009055187	06/06/2024	3 Wire LLC	130-4300	469.40	
			130-5800	815.99	1,285.39
5009055188	06/06/2024	Acorn Appliance Service	130-4300	114.71	
			130-5800	570.00	684.71
5009055189	06/06/2024	Adam Burton	010-5800		4,340.00

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009055190	06/06/2024	Advance Auto Parts	010-4300		72.76
5009055191	06/06/2024	Amergis Healthcare Staffing	010-5100	7,553.56	
			010-5800	23.56-	7,530.00
5009055192	06/06/2024	Apple Inc.	010-4300	2,143.82	
			010-4400	15,335.71	17,479.53
5009055193	06/06/2024	Ardalan Construction Co.	213-6102		73,663.00
5009055194	06/06/2024	Aswell Trophy	010-4300		1,369.50
5009055195	06/06/2024	AT&T	010-5900		78.69
5009055196	06/06/2024	AT&T	010-5900		217.26
5009055197	06/06/2024	BALFOUR BEATTY CONSTRUCTION	212-6272		35,714.00
5009055198	06/06/2024	Banner Bank	212-6102		58,550.00
5009055199	06/06/2024	BARON INDUSTRIES	010-4300		126.33
5009055200	06/06/2024	Carlos Dimas	010-5800		560.00
5009055201	06/06/2024	CASA PACIFICA	010-5100	266.93	
			010-5800	3,146.07	3,413.00
5009055202	06/06/2024	CITY OF OXNARD	010-5540		20,995.06
5009055203	06/06/2024	KBM Inc. Coast Water Solutions	251-4300		417.70
5009055204	06/06/2024	COGGS TIRE SERVICE	010-5610		102.54
5009055205	06/06/2024	Colbi Technologies	212-5800		230.00
5009055206	06/06/2024	Sage Publications/Corwin Press	010-4200		85.50
5009055207	06/06/2024	City Of Oxnard-City Treasurer	010-5561		84.50
5009055208	06/06/2024	DEPT OF INDUSTRIAL RELATIONS PYMT PROCESSING CENTER	010-5800		575.00
5009055209	06/06/2024	DIV. OF THE STATE ARCHITECT	213-6220		2,000.00
5009055210	06/06/2024	DIV. OF THE STATE ARCHITECT	213-6220		2,000.00
5009055211	06/06/2024	Durham Transportation	010-5800		2,409.65
5009055212	06/06/2024	Edgar Espinoza	130-5800		9,216.00
5009055213	06/06/2024	EverDriven Technologies	010-5100	1,231.75	
			010-5800	241.85	1,473.60
5009055214	06/06/2024	Ewing Irrigation Products Inc	010-4360		877.32
5009055215	06/06/2024	Fence Factory Rentals	251-5600		512.40
5009055216	06/06/2024	FERGUSON ENTERPRISES # 1350	010-4300		507.56
5009055217	06/06/2024	Flinn Scientific Educational Innovations	010-4300		347.60
5009055218	06/06/2024	David Hauptman Co., Inc Fold-A-Goal	010-4300		568.10
5009055219	06/06/2024	Frontier Communications	010-5900		535.88
5009055220	06/06/2024	THE GAS COMPANY	010-5530		680.19
5009055221	06/06/2024	Get Hooked Seafood, LLC	130-4710		3,998.46
5009055222	06/06/2024	GIBBS INTERNATIONAL	010-4300	4,250.00	
			010-5610	4,425.76	8,675.76
5009055223	06/06/2024	GOPHER SPORTS	010-4300		2,881.20
5009055224	06/06/2024	Got Shade	251-6102		29,600.00
5009055225	06/06/2024	Grainger	010-4300		1,144.16
5009055226	06/06/2024	House Sanitary Supply	010-4325		2,710.98
5009055227	06/06/2024	Insect Lore	010-4300		48.26
5009055228	06/06/2024	Integrated Fire and Safety	010-5620		8,124.76
5009055229	06/06/2024	James Thomas Schulfer	010-5800		3,808.26

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5009055230	06/06/2024	Jose L. Reyes	010-5800		1,370.00
5009055231	06/06/2024	KENCO CONSTRUCTION SERVICES	212-6145	4,200.00	
			212-6245	1,890.00	
			213-6145	11,865.00	17,955.00
5009055232	06/06/2024	Kenny Neal	010-5800		7,829.00
5009055233	06/06/2024	Kimball Midwest	010-4300		2,094.21
5009055234	06/06/2024	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		982.91
5009055235	06/06/2024	KONICA MINOLTA PREMIER FINANCE	010-5612		2,004.58
5009055236	06/06/2024	La Central Bakery	130-4710		123.00
5009055237	06/06/2024	Lakeshore Learning Materials	010-4300		243.50
5009055238	06/06/2024	Lawson Products	010-4300		2,592.25
5009055239	06/06/2024	Lindsey B. Gold Leap4Fun	010-5800		315.00
5009055240	06/06/2024	Learning Priority, Inc	010-5800		4,950.00
5009055241	06/06/2024	Linde Gas & Equipment Inc.	010-4300		129.17
5009055242	06/06/2024	MHP Laundry LLC dba Wash Wizard	010-5800		525.69
5009055243	06/06/2024	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800		16,075.84
5009055244	06/06/2024	Most Excellent Enterprises	010-5800		2,800.00
5009055245	06/06/2024	Lisa Kelly dba Murals by Lisa Kelly	010-5800		9,360.00
5009055246	06/06/2024	Eazel Enterprises Inc. Napalm	010-4300		4,828.85
5009055247	06/06/2024	Nasco Education LLC	010-4300		217.93
5009055248	06/06/2024	O'Reilly Auto Parts	010-4300		1,116.32
5009055249	06/06/2024	City of Oxnard False Alarm Red. Prog.	010-5800		25.00
5009055250	06/06/2024	Platinum Tow & Transport	010-5620		262.50
5009055251	06/06/2024	POWER MACHINERY CENTER	130-5800		781.27
5009055252	06/06/2024	New Direction Solutions LLC Pro Care Therapy	010-5800		3,167.84
5009055253	06/06/2024	Puretec Industrial Water	130-5600		347.03
5009055254	06/06/2024	Ramiro Avina	130-4710		676.00
5009055255	06/06/2024	SCHINDLER ELEVATOR CORPORATION	010-5620		900.94
5009055256	06/06/2024	SC FUELS	010-4300	2,114.19	
			010-4360	318.40	2,432.59
5009055257	06/06/2024	SCHOOL NURSE SUPPLY, INC.	010-4300		1,028.93
5009055258	06/06/2024	SCHOOL SPECIALTY, LLC	010-4300		196.31
5009055259	06/06/2024	SOUTHERN CALIF. EDISON	010-5520		36,134.20
5009055260	06/06/2024	Southwest School & Office	010-4300		390.71
5009055261	06/06/2024	Sphero, Inc.	010-4300	5,547.08	
			010-4400	3,518.68	
			010-5800	520.36	9,586.12
5009055262	06/06/2024	STEVENSON'S RESTAURANT EQUIP.	130-4300		27.78
5009055263	06/06/2024	T-Mobile	010-5800		175.14
5009055264	06/06/2024	TAFT ELECTRIC	213-6102		10,120.00
5009055265	06/06/2024	The Ceramic Shop LLC	010-4300		554.60

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Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009055266	06/06/2024	Concerned Resources dba The Crew	010-5800		9,000.00
5009055267	06/06/2024	The Stepping Stones Group LLC	010-5100	3,759.29	
			010-5800	2,256.71	6,016.00
5009055268	06/06/2024	Therapy Travelers LLC	010-5100		3,937.50
5009055269	06/06/2024	Underwood Family Farms	010-5800		4,632.00
5009055270	06/06/2024	United of Omaha Life Ins. Co.	010-9534		832.14
5009055271	06/06/2024	Velocity Truck Center	010-5610		8,936.30
5009055272	06/06/2024	VENTURA REFRIGERATION SALES & SERVICE	212-5800		5,879.18
5009055273	06/06/2024	Vex Robotics, Inc.	010-4400	10,001.84	
			010-5800	999.00	11,000.84
5009055274	06/06/2024	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		2,381.00
5009055275	06/06/2024	Wireless CCTV LLC	010-5600		3,277.50
5009055276	06/06/2024	Dr. Elizabeth Yeager	010-5800		2,850.00
5009055277	06/10/2024	APA Speech Therapy Inc.	010-5100		7,605.00
5009055278	06/10/2024	GOLF N STUFF	010-5800		6,000.00
5009055279	06/10/2024	Los Angeles Engineering	212-6102		1,112,450.00
VCH09000055	06/07/2024	Vasquez, Andre' J	010-5200		57.73
VCH09000055	06/07/2024	Pimentel, Leslie T	010-4300	2,757.38	
			010-5200	252.66	3,010.04
VCH09000055	06/07/2024	Garcia, Lisette	010-4300		141.40
VCH09000055	06/07/2024	Rauschenberger, Veronica	010-4300		340.47
VCH09000055	06/07/2024	Carrillo-Lievanos, Anna M	010-4300		154.59
VCH09000055	06/07/2024	Tenorio, Jovana	010-4300		40.32
VCH09000055	06/07/2024	Hernandez, Maria M	010-4300		575.02
VCH09000056	06/07/2024	Martinez-Casta, Lisa	010-4300		41.11
VCH09000056	06/07/2024	Terrazas, Stefanie R	010-4300		66.21
VCH09000056	06/07/2024	Ramirez, Jisela	010-5200		86.45
VCH09000056	06/07/2024	Escobar, Hugo M	010-5200		80.40
VCH09000056	06/07/2024	Maria, Julie E	010-5200		353.23
VCH09000056	06/07/2024	Steiner, Josh	010-5200		12.53
VCH09000056	06/07/2024	Montoya, Vivian E	010-4300		98.35
VCH09000056	06/07/2024	Vazquez, Sarah E	010-5200		98.32
VCH09000056	06/07/2024	Henggeler, Christie	010-5200		226.35
VCH09000056	06/07/2024	Auerbach, Katherine A	010-5200		449.06
VCH09000057	06/07/2024	Mendoza III, Ignacio	010-4300		62.42
VCH09000057	06/07/2024	Pazos, Leonor M	010-5200		75.94
VCH09000057	06/07/2024	Vico, Ashley	010-4300		41.71
VCH09000057	06/07/2024	Malette, Jeanine	010-4300		105.30
VCH09000057	06/07/2024	Prado, Amy R	010-5200		99.05
VCH09000057	06/07/2024	Humphrey, Jamie L	010-4300		86.35
VCH09000057	06/07/2024	Vela, Daniela	010-5200		64.62
VCH09000057	06/07/2024	Sajid, Ambreen	010-5200		66.01
VCH09000057	06/07/2024	Caudillo Bravo, Ma G	010-5200		20.10
VCH09000057	06/07/2024	Hudson, Leslie	010-4300	204.51	
			213-8699	84.00	288.51

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.

Checks Dated 05/24/2024 through 06/11/2024

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
VCH09000058	06/07/2024	Magana, Carlos S	010-5200		26.80
VCH09000058	06/07/2024	Brinson, Brittany N	010-4300		58.79
VCH09000058	06/07/2024	Vazquez, Candy	010-5200		233.02
VCH09000058	06/07/2024	Magana, Ana	010-5200		58.54
VCH09000058	06/07/2024	Rivera, Eugenia	010-5200		218.35
VCH09000058	06/07/2024	Vreeland, Leslie N	010-5200		12.33
VCH09000058	06/07/2024	Johnson, Erika F	010-4300		7.32
VCH09000058	06/07/2024	Torres, Mario	010-5200		536.98
VCH09000058	06/07/2024	Copon, Ma Jenica A	010-5200		5.36
VCH09000058	06/07/2024	Cerda Rodriguez, Antonio	010-5800		20.00
			Total Number of Checks	202	2,038,406.03

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	170	605,572.36
130	Cafeteria Fund	18	70,628.68
212	Building Fund Measure L	6	1,218,913.18
213	Building Fund Measure H	6	99,732.00
251	CAPITAL	4	29,677.98
252	CAPITAL FACILITIES	1	4,050.00
490	Capital Projects Fund for Blen	2	9,831.83
Total Number of Checks		202	2,038,406.03
Less Unpaid Tax Liability			.00
Net (Check Amount)			2,038,406.03

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.

9.5



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.5 Approval of Revised Salary Schedules for Certificated, Classified, Unrepresented, Confidential and Management
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,125,264.19
Budgeted	Yes
Recommended Action	Staff recommends approval of the revised salary schedules as presented.

Public Content

Speaker:

Tiffany Morse, Ph.D., Assistant Superintendent School and System Support

Rationale: The salary schedules for certificated, classified, unrepresented, confidential, and management employees have been adjusted to reflect a salary increase based on the collective bargaining agreements and compensation increase approved by the Board on May 15, 2024. The salary schedules reflect a 2% increase retroactive to July 1, 2023, a 1% increase retroactive to January 1, 2024, and a 1% increase effective July 1, 2024.

[Certificated Employees - Revised Salary Schedules 2023-24, 2024-25.pdf \(48 KB\)](#)

[Certificated Management Employees - Revised Salary Schedules 2023-24, 2024-25.pdf \(107 KB\)](#)

[Classified Employees - Revised Salary Schedules 2023-24, 2024-25.pdf \(139 KB\)](#)

[Classified Management Employees - Revised Salary Schedules 2023-24, 2024-25.pdf \(89 KB\)](#)

[Confidential Employees - Revised Salary Schedules 2023-24, 2024-25.pdf \(28 KB\)](#)

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
2023-2024, Effective July 1, 2023
CERTIFICATED TEACHER SALARY SCHEDULE

186 Work Days

186 Work Days for the 23/24 and 24/25 school years. After which they shall revert back to 185 work days

CLASS	I BA		II B.A.+ 30	III B.A. + 45 or M.A.	IV B.A. + 60 or M.A.+ 15	V B.A. +75 incl. M.A. or M.A. +30
	permit	credential				
STEP						
1	55,424	59,717	62,059	64,402	67,608	72,031
2	58,459	60,889	63,230	65,423	69,977	74,557
3	59,362	62,059	64,402	67,730	72,422	77,159
4	61,453	63,230	65,297	70,091	74,957	79,862
5	63,607	64,402	67,590	72,551	77,581	82,674
6	63,607	67,027	69,948	75,085	80,291	85,556
7	63,607	69,358	72,395	77,714	83,116	88,551
8	63,607	71,798	74,940	80,422	86,004	91,645
9	63,607	74,314	77,561	83,257	89,030	94,858
10	63,607	74,314	80,275	86,162	92,150	98,188
11	63,607	74,314	80,275	89,194	95,373	101,624
12	63,607	74,314	80,275	91,581	101,370	108,002

Anniversary Increments for years of service in the Rio School District

14th through 18th year	4.60%	95,794	106,033	112,970
19th through 24th year	6.40%	97,443	107,858	114,914
25th through 27th year	7.90%	98,816	109,378	116,534
28th Year	10%	100,740	111,507	118,802
29th Year	11%	101,655	112,521	119,882
30th Year	12%	102,571	113,534	120,963

Pending Board Approval: 6/26/2024

Effective 2% salary increase effective July 1, 2023

RIO SCHOOL DISTRICT
2023-2024, Effective January 1, 2024
CERTIFICATED TEACHER SALARY SCHEDULE

186 Work Days

186 Work Days for the 23/24 and 24/25 school years. After which they shall revert back to 185 work days

CLASS	I BA		II B.A.+ 30	III B.A. + 45 or M.A.	IV B.A. + 60 or M.A.+ 15	V B.A. +75 incl. M.A. or M.A. +30
	permit	credential				
STEP						
1	55,978	60,314	62,679	65,046	68,284	72,752
2	59,044	61,498	63,862	66,077	70,677	75,303
3	59,956	62,679	65,046	68,407	73,146	77,931
4	62,067	63,862	65,950	70,792	75,706	80,660
5	64,243	65,046	68,266	73,277	78,357	83,500
6	64,243	67,698	70,647	75,836	81,094	86,412
7	64,243	70,052	73,118	78,492	83,947	89,437
8	64,243	72,516	75,690	81,226	86,864	92,562
9	64,243	75,057	78,337	84,090	89,920	95,807
10	64,243	75,057	81,078	87,024	93,071	99,170
11	64,243	75,057	81,078	90,086	96,327	102,640
12	64,243	75,057	81,078	92,497	102,384	109,082

Anniversary Increments for years of service in the Rio School District

14th through 18th year	4.60%	96,752	107,093	114,100
19th through 24th year	6.40%	98,417	108,936	116,064
25th through 27th year	7.90%	99,805	110,472	117,700
28th Year	10%	101,747	112,622	119,990
29th Year	11%	102,672	113,646	121,081
30th Year	12%	103,597	114,670	122,172

Pending Board Approval: 6/26/2024

Effective 1% salary increase Jan. 1, 2024

**RIO SCHOOL DISTRICT
2024-2025
CERTIFICATED TEACHER SALARY SCHEDULE**

186 Work Days

186 Work Days for the 23/24 and 24/25 school years. After which they shall revert back to 185 work days

CLASS	I BA		II B.A.+ 30	III B.A. + 45 or M.A.	IV B.A. + 60 or M.A.+ 15	V B.A. +75 incl. M.A. or M.A. +30
	permit	credential				
STEP						
1	56,538	60,918	63,306	65,696	68,966	73,479
2	59,637	62,113	64,501	66,738	71,384	76,056
3	60,556	63,306	65,696	69,092	73,877	78,710
4	62,688	64,501	66,609	71,499	76,463	81,467
5	64,885	65,696	68,948	74,010	79,141	84,335
6	64,885	68,375	71,354	76,594	81,905	87,276
7	64,885	70,753	73,850	79,277	84,786	90,331
8	64,885	73,241	76,446	82,038	87,733	93,487
9	64,885	75,808	79,120	84,931	90,819	96,765
10	64,885	75,808	81,889	87,894	94,002	100,161
11	64,885	75,808	81,889	90,987	97,290	103,666
12	64,885	75,808	81,889	93,422	103,408	110,173

Anniversary Increments for years of service in the Rio School District

14th through 18th year	4.60%	97,720	108,164	115,241
19th through 24th year	6.40%	99,401	110,026	117,224
25th through 27th year	7.90%	100,803	111,577	118,877
28th Year	10%	102,764	113,748	121,190
29th Year	11%	103,699	114,782	122,292
30th Year	12%	104,633	115,816	123,394

Pending Board Approval: 6/26/2024

Effective 1% salary increase July 1, 2024

THE FOLLOWING CLASSIFICATIONS ARE USED IN DETERMINING TEACHER SALARIES

Class I Permit	Appropriate permit: BA degree.
Class I Credential	Appropriate credential: BA degree
Class II	BA degree plus 45 semester hours subsequent to granting of BA
Class III	BA degree plus 45 semester hours subsequent to granting of BA degree, or MA/MS degree
Class IV	BA degree plus 60 semester hours subsequent to granting of BA degree, or MA plus 15 semester hours subsequent to granting of MA degree
Class V	BA degree plus 75 semester hours subsequent to granting of BA degree, including MA degree or a Specialist Credential; or MA degree plus 30 semester hours subsequent to granting of MA OR degree or Specialist Credential plus 30 semester units subsequent to granting of Specialist Credential. A Specialist Credential is defined, as one which requires a credential as a prerequisite to the Specialist Credential. Examples of Specialist Credential are: Bilingual Cross- Cultural , Reading Specialist, Early Childhood, Gifted, Health Science, Mathematics, Special Education: Learning Handicapped, Severely Handicapped.

Credits for increments will only be given for upper division or graduate work unless specifically approved by the Superintendent or designee. Teachers will be given credit up to six (6) years of prior teaching experience in public schools. Starting step maximum is step 7 beginning in 1999/2000

Upon the approval of Superintendent, experience credit will be given on salary schedule for full-time, full-term experience in private schools as well as public school, provided the teacher held a valid appropriate state public school teacher credential at the time of the teaching experience.

To achieve credit for a year of teaching experience, a unit member must have taught for at least 75% of said year.

The teacher's work year is determined by contract.

Anniversary increments are added to the salary schedule at the beginning of the 14th, 19th, 25th, and 28th years of service to the Rio School District.



Classified Salary Schedule 2024-2025

Business Services	Range	Instructional	Range
Account Clerk I/ASB	30	Library Clerk/Elementary	22
Account Clerk II	32	Library Clerk/Secondary	25
Account Clerk III	34	District Library Clerk	28
Tech. Infrastructure & Learning Environment Support Technology	30	Instructional Assistant	29
Technology Information Systems Support Technician	34	After School Program Specialist	29
Warehouse Worker/Delivery Driver	37	Instructional Assistant/Bilingual	30
Microcomputer Network Support Technician	39	Instructional Assistant/Special Ed	30
Education Technology Network Support Specialist	42	Instructional Specialist - Behavior	33
Purchasing Assistant	43	After School Program Site Coordinator	33
System Network Technician	43	Speech & Language Pathology Assistant	41
Senior Benefits & Accounting Specialist	44	Social Emotional Behavior Intervention Specialist	51
Network Systems Administrator	45	Occupational Therapist	52
Clerical	Range	Maintenance, Operations & Transportation	Range
Clerk Typist I	21	Custodian	30
Clerk Typist II	24	Grounds Worker I	30
Clerk Typist II Bilingual/BI-literate	25	Bus Driver	31
Clerk Typist III	26	Bus Driver Trainer	33
Receptionist/Clerk	26	Maintenance Worker I	33
Student & Family Support Specialist	27	Bus Driver/Delivery Driver	34
District Translator	30	Bus Driver/Maintenance	34
Parent, Student & Teacher Liason	30	Maintenance Worker II	36
Secretary	30	Lead Bus Driver/Utility Person	36
School Office Manager/Elementary	33	Lead Bus Driver/Instructor	38
School Office Manager/Secondary	34	Lead Bus Driver/Maintenance	41
Student Data Systems Specialist	35	Maintenance Worker III/Electrician	41
Data Analyst	35	Maintenance Worker III/HVAC/Plumber	41
Department Manager	39	Maintenance Worker III/Locksmith	41
Senior Student Information Systems Specialist	41	Maintenance Worker III/Technology	41
		Vehicle & Equipment Mechanic/Maintenance	41
		Lead Maintenance Worker	42
Food Services	Range	Service Worker	Range
Food Service I	21	Campus Supervision Assistant	20
Food Service II	24	School Campus Supervisor	23
Food Service Delivery Driver	29		
Food Service Manager	31		
		NON-REPRESENTED	
		Childcare	\$16.00
		AVID Tutor	\$16.00



Classified Salary Schedule 2024-25

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
20	3,047	3,199	3,359	3,528	3,704	3777.80	3851.88	3925.95	4074.10	4148.18	4185.21	4222.25
	17.58	18.46	19.38	20.35	21.37	21.80	22.22	22.65	23.50	23.93	24.15	24.36
21	3,123	3,279	3,443	3,616	3,796	3872.27	3948.19	4024.12	4175.97	4251.90	4289.86	4327.83
	18.02	18.92	19.87	20.86	21.90	22.34	22.78	23.22	24.09	24.53	24.75	24.97
22	3,201	3,361	3,529	3,706	3,891	3969.08	4046.90	4124.73	4280.38	4358.20	4397.11	4436.03
	18.47	19.39	20.36	21.38	22.45	22.90	23.35	23.80	24.69	25.14	25.37	25.59
23	3,281	3,445	3,618	3,799	3,989	4068.29	4148.06	4227.83	4387.37	4467.14	4507.03	4546.91
	18.93	19.88	20.87	21.92	23.01	23.47	23.93	24.39	25.31	25.77	26.00	26.23
24	3,363	3,532	3,708	3,894	4,088	4169.99	4251.76	4333.52	4497.05	4578.82	4619.70	4660.58
	19.40	20.37	21.39	22.46	23.59	24.06	24.53	25.00	25.95	26.42	26.65	26.89
25	3,447	3,620	3,801	3,991	4,190	4274.25	4358.06	4441.87	4609.48	4693.29	4735.20	4777.10
	19.89	20.88	21.93	23.02	24.18	24.66	25.14	25.63	26.59	27.08	27.32	27.56
26	3,534	3,710	3,896	4,091	4,295	4381.10	4467.01	4552.91	4724.72	4810.62	4853.58	4896.53
	20.39	21.41	22.48	23.60	24.78	25.28	25.77	26.27	27.26	27.75	28.00	28.25
27	3,622	3,803	3,993	4,193	4,403	4490.63	4578.68	4666.73	4842.84	4930.89	4974.92	5018.94
	20.90	21.94	23.04	24.19	25.40	25.91	26.42	26.92	27.94	28.45	28.70	28.96
28	3,713	3,898	4,093	4,298	4,513	4602.89	4693.15	4783.40	4963.90	5054.16	5099.28	5144.41
	21.42	22.49	23.61	24.80	26.03	26.56	27.08	27.60	28.64	29.16	29.42	29.68
29	3,805	3,996	4,195	4,405	4,625	4717.96	4810.47	4902.98	5088.00	5180.50	5226.76	5273.01
	21.95	23.05	24.20	25.42	26.69	27.22	27.75	28.29	29.35	29.89	30.15	30.42
30	3,901	4,096	4,300	4,515	4,741	4835.91	4930.73	5025.56	5215.20	5310.02	5357.43	5404.84
	22.50	23.63	24.81	26.05	27.35	27.90	28.45	28.99	30.09	30.64	30.91	31.18
31	3,998	4,198	4,408	4,628	4,860	4956.81	5054.00	5151.20	5345.58	5442.77	5491.37	5539.97
	23.07	24.22	25.43	26.70	28.04	28.60	29.16	29.72	30.84	31.40	31.68	31.96
32	4,098	4,303	4,518	4,744	4,981	5080.72	5180.34	5279.97	5479.21	5578.83	5628.64	5678.45
	23.64	24.82	26.07	27.37	28.74	29.31	29.89	30.46	31.61	32.19	32.47	32.76
33	4,200	4,410	4,631	4,863	5,106	5207.75	5309.87	5411.98	5616.20	5718.32	5769.37	5820.43
	24.23	25.45	26.72	28.05	29.46	30.05	30.63	31.22	32.40	32.99	33.29	33.58
34	4,305	4,521	4,747	4,984	5,233	5337.94	5442.60	5547.27	5756.60	5861.26	5913.60	5965.93
	24.84	26.08	27.39	28.75	30.19	30.80	31.40	32.00	33.21	33.82	34.12	34.42
35	4,413	4,634	4,865	5,108	5,364	5471.39	5578.67	5685.96	5900.52	6007.80	6061.44	6115.09
	25.46	26.73	28.07	29.47	30.95	31.57	32.19	32.80	34.04	34.66	34.97	35.28
36	4,523	4,750	4,987	5,236	5,498	5608.17	5718.14	5828.10	6048.03	6158.00	6212.98	6267.96
	26.10	27.40	28.77	30.21	31.72	32.36	32.99	33.62	34.89	35.53	35.84	36.16
37	4,636	4,868	5,112	5,367	5,636	5748.39	5861.11	5973.82	6199.25	6311.96	6368.32	6424.68
	26.75	28.09	29.49	30.97	32.51	33.16	33.81	34.47	35.77	36.42	36.74	37.07
38	4,752	4,990	5,240	5,501	5,777	5892.09	6007.62	6123.15	6354.22	6469.75	6527.51	6585.28
	27.42	28.79	30.23	31.74	33.33	33.99	34.66	35.33	36.66	37.33	37.66	37.99
39	4,871	5,115	5,370	5,639	5,921	6039.39	6157.81	6276.23	6513.07	6631.49	6690.70	6749.91
	28.10	29.51	30.98	32.53	34.16	34.84	35.53	36.21	37.58	38.26	38.60	38.94
40	4,993	5,243	5,505	5,780	6,069	6190.37	6311.75	6433.13	6675.89	6797.27	6857.96	6918.65
	28.81	30.25	31.76	33.35	35.01	35.71	36.41	37.11	38.52	39.22	39.57	39.92
41	5,118	5,374	5,642	5,925	6,221	6345.12	6469.54	6593.95	6842.78	6967.20	7029.40	7091.61
	29.53	31.00	32.55	34.18	35.89	36.61	37.32	38.04	39.48	40.20	40.56	40.91
42	5,246	5,508	5,783	6,073	6,376	6503.78	6631.30	6758.83	7013.88	7141.40	7205.16	7268.93
	30.26	31.78	33.37	35.03	36.79	37.52	38.26	38.99	40.47	41.20	41.57	41.94



RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
43	5,377 31.02	5,646 32.57	5,928 34.20	6,224 35.91	6,536 37.71	6666.35 38.46	6797.07 39.21	6927.78 39.97	7189.20 41.48	7319.92 42.23	7385.27 42.61	7450.63 42.99
44	5,511 31.80	5,787 33.39	6,076 35.06	6,380 36.81	6,699 38.65	6833.02 39.42	6967.00 40.20	7100.98 40.97	7368.94 42.51	7502.92 43.29	7569.92 43.67	7636.91 44.06
45	5,649 32.59	5,932 34.22	6,228 35.93	6,540 37.73	6,867 39.62	7003.84 40.41	7141.17 41.20	7278.50 41.99	7553.16 43.58	7690.49 44.37	7759.16 44.77	7827.82 45.16
46	5,790 33.41	6,080 35.08	6,384 36.83	6,703 38.67	7,038 40.61	7178.92 41.42	7319.69 42.23	7460.45 43.04	7741.98 44.67	7882.74 45.48	7953.12 45.88	8023.50 46.29
47	5,935 34.24	6,232 35.95	6,543 37.75	6,871 39.64	7,214 41.62	7358.42 42.45	7502.71 43.29	7646.99 44.12	7935.55 45.78	8079.84 46.62	8151.98 47.03	8224.12 47.45
48	6,083 35.10	6,388 36.85	6,707 38.70	7,042 40.63	7,394 42.66	7542.37 43.51	7690.26 44.37	7838.15 45.22	8133.93 46.93	8281.82 47.78	8355.76 48.21	8429.71 48.63
49	6,236 35.98	6,547 37.77	6,875 39.66	7,218 41.65	7,579 43.73	7730.94 44.60	7882.52 45.48	8034.11 46.35	8337.29 48.10	8488.87 48.98	8564.67 49.41	8640.46 49.85
50	6,391 36.87	6,711 38.72	7,047 40.65	7,399 42.69	7,769 44.82	7924.21 45.72	8079.58 46.61	8234.96 47.51	8545.71 49.30	8701.09 50.20	8778.78 50.65	8856.47 51.10
51	6,551 37.80	6,879 39.69	7,223 41.67	7,584 43.75	7,963 45.94	8122.31 46.86	8281.57 47.78	8440.83 48.70	8759.36 50.54	8918.62 51.45	8998.25 51.91	9077.88 52.37
52	6,715 38.74	7,051 40.68	7,403 42.71	7,773 44.85	8,162 47.09	8325.36 48.03	8488.60 48.97	8651.85 49.92	8978.33 51.80	9141.57 52.74	9223.20 53.21	9304.82 53.68
53	6,883 39.71	7,227 41.70	7,588 43.78	7,968 45.97	8,366 48.27	8533.49 49.23	8700.82 50.20	8868.14 51.16	9202.79 53.09	9370.11 54.06	9453.77 54.54	9537.43 55.02
54	7,055 40.70	7,408 42.74	7,78 4.49	8,167 47.12	8,575 49.47	8746.83 50.46	8918.33 51.45	9089.84 52.44	9432.85 54.42	9604.36 55.41	9690.11 55.91	9775.86 56.40
55	7,231 41.72	7,593 43.81	7,973 46.00	8,371 48.30	8,790 50.71	8965.52 51.73	9141.32 52.74	9317.11 53.75	9668.70 55.78	9844.50 56.80	9932.39 57.30	10020.29 57.81
56	7,412 42.76	7,783 44.90	8,172 47.15	8,580 49.50	9,009 51.98	9189.60 53.02	9369.79 54.06	9549.97 55.10	9910.35 57.18	10090.54 58.22	10180.63 58.74	10270.73 59.26
57	7,597 43.83	7,977 46.02	8,376 48.32	8,795 50.74	9,235 53.28	9419.38 54.34	9604.08 55.41	9788.77 56.47	10158.16 58.61	10342.85 59.67	10435.20 60.20	10527.55 60.74
58	7,787 44.93	8,177 47.17	866 3.38	9,015 52.01	9,466 54.61	9654.87 55.70	9844.18 56.79	10033.49 57.89	10412.12 60.07	10601.43 61.16	10696.08 61.71	10790.74 62.26
59	7,982 46.05	8,381 48.35	8,800 50.77	9,240 53.31	9,702 55.98	9896.24 57.09	10090.29 58.21	10284.33 59.33	10672.42 61.57	10866.46 62.69	10963.49 63.25	11060.51 63.81

Anniversary Increments

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 years ——— - 14%

Vacation

- 0 through 4 years 1.00 day per month 12 days per 1.0 FTE
- 5 through 9 years 1.25 days per month 15 days per 1.0 FTE
- 10 through 14 years 1.50 days per month 18 days per 1.0 FTE
- 15 through 19 years 1.75 days per month 21 days per 1.0 FTE
- 20 ————— 2.00 days per month 24 days per 1.0 FTE

24/25 School Year with 1% Increase
 Pending Board Approval 6-26-2024
 Effective 7-1-24

Classified Salary Schedule Effective January 2024

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
20	3,017	3,168	3,326	3,493	3,667	3740.40	3813.74	3887.08	4033.77	4107.11	4143.78	4180.45
	17.41	18.28	19.19	20.15	21.16	21.58	22.00	22.43	23.27	23.70	23.91	24.12
21	3,092	3,247	3,409	3,580	3,759	3833.93	3909.10	3984.28	4134.63	4209.80	4247.39	4284.98
	17.84	18.73	19.67	20.65	21.69	22.12	22.55	22.99	23.85	24.29	24.50	24.72
22	3,170	3,328	3,495	3,669	3,853	3929.77	4006.83	4083.88	4237.99	4315.05	4353.57	4392.10
	18.29	19.20	20.16	21.17	22.23	22.67	23.12	23.56	24.45	24.89	25.12	25.34
23	3,249	3,411	3,582	3,761	3,949	4028.01	4106.99	4185.97	4343.93	4422.91	4462.40	4501.89
	18.74	19.68	20.67	21.70	22.78	23.24	23.69	24.15	25.06	25.52	25.75	25.97
24	3,330	3,497	3,671	3,855	4,048	4128.71	4209.66	4290.62	4452.53	4533.48	4573.96	4614.44
	19.21	20.17	21.18	22.24	23.35	23.82	24.29	24.75	25.69	26.16	26.39	26.62
25	3,413	3,584	3,763	3,951	4,149	4231.93	4314.91	4397.89	4563.85	4646.82	4688.31	4729.80
	19.69	20.68	21.71	22.80	23.94	24.42	24.89	25.37	26.33	26.81	27.05	27.29
26	3,499	3,674	3,857	4,050	4,253	4337.72	4422.78	4507.83	4677.94	4762.99	4805.52	4848.04
	20.19	21.19	22.25	23.37	24.54	25.03	25.52	26.01	26.99	27.48	27.72	27.97
27	3,586	3,765	3,954	4,151	4,359	4446.17	4533.35	4620.53	4794.89	4882.07	4925.66	4969.25
	20.69	21.72	22.81	23.95	25.15	25.65	26.15	26.66	27.66	28.17	28.42	28.67
28	3,676	3,860	4,053	4,255	4,468	4557.32	4646.68	4736.04	4914.76	5004.12	5048.79	5093.47
	21.21	22.27	23.38	24.55	25.78	26.29	26.81	27.32	28.35	28.87	29.13	29.39
29	3,768	3,956	4,154	4,362	4,580	4671.24	4762.84	4854.43	5037.62	5129.21	5175.00	5220.80
	21.74	22.82	23.97	25.16	26.42	26.95	27.48	28.01	29.06	29.59	29.86	30.12
30	3,862	4,055	4,258	4,471	4,694	4788.03	4881.92	4975.80	5163.57	5257.45	5304.39	5351.33
	22.28	23.39	24.56	25.79	27.08	27.62	28.17	28.71	29.79	30.33	30.60	30.87
31	3,958	4,156	4,364	4,582	4,812	4907.73	5003.96	5100.19	5292.65	5388.88	5437.00	5485.11
	22.84	23.98	25.18	26.44	27.76	28.31	28.87	29.42	30.54	31.09	31.37	31.65
32	4,057	4,260	4,473	4,697	4,932	5030.42	5129.05	5227.69	5424.96	5523.59	5572.91	5622.23
	23.41	24.58	25.81	27.10	28.45	29.02	29.59	30.16	31.30	31.87	32.15	32.44
33	4,159	4,367	4,585	4,814	5,055	5156.19	5257.29	5358.40	5560.60	5661.70	5712.25	5762.80
	23.99	25.19	26.45	27.78	29.16	29.75	30.33	30.91	32.08	32.66	32.96	33.25
34	4,263	4,476	4,700	4,935	5,181	5285.09	5388.72	5492.35	5699.61	5803.24	5855.05	5906.86
	24.59	25.82	27.11	28.47	29.89	30.49	31.09	31.69	32.88	33.48	33.78	34.08
35	4,369	4,588	4,817	5,058	5,311	5417.22	5523.44	5629.66	5842.10	5948.32	6001.43	6054.54
	25.21	26.47	27.79	29.18	30.64	31.25	31.87	32.48	33.71	34.32	34.62	34.93
36	4,479	4,703	4,938	5,185	5,444	5552.65	5661.52	5770.40	5988.15	6097.02	6151.46	6205.90
	25.84	27.13	28.49	29.91	31.41	32.04	32.66	33.29	34.55	35.18	35.49	35.80
37	4,591	4,820	5,061	5,314	5,580	5691.48	5803.08	5914.67	6137.87	6249.47	6305.26	6361.06
	26.48	27.81	29.20	30.66	32.19	32.84	33.48	34.12	35.41	36.06	36.38	36.70
38	4,705	4,941	5,188	5,447	5,719	5833.76	5948.14	6062.53	6291.31	6405.69	6462.89	6520.08
	27.15	28.50	29.93	31.43	33.00	33.66	34.32	34.98	36.30	36.96	37.29	37.62
39	4,823	5,064	5,317	5,583	5,862	5979.60	6096.84	6214.09	6448.59	6565.83	6624.46	6683.08
	27.83	29.22	30.68	32.21	33.82	34.50	35.17	35.85	37.20	37.88	38.22	38.56
40	4,944	5,191	5,450	5,723	6,009	6129.08	6249.26	6369.43	6609.79	6729.97	6790.06	6850.15
	28.52	29.95	31.44	33.02	34.67	35.36	36.05	36.75	38.13	38.83	39.17	39.52
41	5,067	5,320	5,587	5,866	6,159	6282.30	6405.48	6528.67	6775.03	6898.21	6959.81	7021.40
	29.23	30.70	32.23	33.84	35.53	36.24	36.96	37.67	39.09	39.80	40.15	40.51
42	5,194	5,454	5,726	6,012	6,313	6439.38	6565.64	6691.91	6944.43	7070.69	7133.83	7196.96
	29.96	31.46	33.04	34.69	36.42	37.15	37.88	38.61	40.06	40.79	41.16	41.52

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
43	5,324 30.71	5,590 32.25	5,869 33.86	6,163 35.56	6,471 37.33	6600.35 38.08	6729.77 38.83	6859.19 39.57	7118.02 41.07	7247.44 41.81	7312.15 42.19	7376.86 42.56
44	5,457 31.48	5,730 33.06	6,016 34.71	6,317 36.44	6,633 38.27	6765.36 39.03	6898.02 39.80	7030.67 40.56	7295.98 42.09	7428.64 42.86	7494.96 43.24	7561.29 43.62
45	5,593 32.27	5,873 33.88	6,166 35.58	6,475 37.36	6,799 39.22	6934.49 40.01	7070.46 40.79	7206.43 41.58	7478.37 43.15	7614.34 43.93	7682.33 44.32	7750.31 44.71
46	5,733 33.08	6,020 34.73	6,321 36.47	6,637 38.29	6,968 40.20	7107.85 41.01	7247.22 41.81	7386.59 42.62	7665.33 44.22	7804.70 45.03	7874.38 45.43	7944.07 45.83
47	5,876 33.90	6,170 35.60	6,479 37.38	6,803 39.25	7,143 41.21	7285.56 42.03	7428.42 42.86	7571.27 43.68	7856.98 45.33	7999.84 46.15	8071.26 46.57	8142.69 46.98
48	6,023 34.75	6,324 36.49	6,641 38.31	6,973 40.23	7,321 42.24	7467.70 43.08	7614.12 43.93	7760.55 44.77	8053.40 46.46	8199.82 47.31	8273.04 47.73	8346.25 48.15
49	6,174 35.62	6,482 37.40	6,807 39.27	7,147 41.23	7,504 43.29	7654.40 44.16	7804.48 45.03	7954.57 45.89	8254.74 47.62	8404.83 48.49	8479.87 48.92	8554.91 49.36
50	6,328 36.51	6,645 38.33	6,977 40.25	7,326 42.26	7,692 44.38	7845.75 45.26	7999.59 46.15	8153.42 47.04	8461.10 48.81	8614.94 49.70	8691.86 50.15	8768.78 50.59
51	6,486 37.42	6,811 39.29	7,151 41.26	7,509 43.32	7,884 45.49	8041.89 46.40	8199.58 47.31	8357.26 48.22	8672.63 50.04	8830.32 50.95	8909.16 51.40	8988.00 51.85
52	6,649 38.36	6,981 40.28	7,330 42.29	7,696 44.40	8,081 46.62	8242.94 47.56	8404.56 48.49	8566.19 49.42	8889.44 51.29	9051.07 52.22	9131.88 52.68	9212.69 53.15
53	6,815 39.32	7,155 41.28	7,513 43.35	7,889 45.51	8,283 47.79	8449.01 48.75	8614.67 49.70	8780.34 50.66	9111.67 52.57	9277.34 53.52	9360.17 54.00	9443.01 54.48
54	6,985 40.30	7,334 42.31	7,701 44.43	8,086 46.65	8,490 48.98	8660.23 49.96	8830.04 50.94	8999.85 51.92	9339.46 53.88	9509.27 54.86	9594.17 55.35	9679.08 55.84
55	7,160 41.31	7,518 43.37	7,894 45.54	8,288 47.82	8,703 50.21	8876.75 51.21	9050.81 52.22	9224.86 53.22	9572.97 55.23	9747.02 56.23	9834.05 56.74	9921.08 57.24
56	7,339 42.34	7,706 44.46	8,091 46.68	8,495 49.01	8,920 51.46	9098.68 52.49	9277.08 53.52	9455.49 54.55	9812.30 56.61	9990.70 57.64	10079.91 58.15	10169.11 58.67
57	7,522 43.40	7,898 45.57	8,293 47.85	8,708 50.24	9,143 52.75	9326.13 53.81	9508.99 54.86	9691.86 55.92	10057.59 58.03	10240.45 59.08	10331.88 59.61	10423.32 60.14
58	7,710 44.48	8,096 46.71	8,501 49.04	8,926 51.49	9,372 54.07	9559.28 55.15	9746.71 56.23	9934.15 57.31	10309.02 59.48	10496.46 60.56	10590.18 61.10	10683.90 61.64
59	7,903 45.60	8,298 47.87	8,713 50.27	9,149 52.78	9,606 55.42	9798.26 56.53	9990.39 57.64	10182.51 58.75	10566.75 60.96	10758.88 62.07	10854.94 62.63	10951.00 63.18

Anniversary Increments

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 years - 14%

Vacation

- 0 through 4 years 1.00 day per month 12 days per 1.0 FTE
- 5 through 9 years 1.25 days per month 15 days per 1.0 FTE
- 10 through 14 years 1.50 days per month 18 days per 1.0 FTE
- 15 through 19 years 1.75 days per month 21 days per 1.0 FTE
- 20 - 2.00 days per month 24 days per 1.0 FTE

23/24 School Year with 1% increase
 Pending Board Approval 6-26-2024
 Effective 1/1/2024

Classified Salary Schedule Effective July 1, 2023

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
20	2,987	3,136	3,293	3,458	3,631	3703.37	3775.98	3848.60	3993.83	4066.44	4102.75	4139.06
	17.23	18.09	19.00	19.95	20.95	21.37	21.78	22.20	23.04	23.46	23.67	23.88
21	3,062	3,215	3,376	3,544	3,722	3795.96	3870.39	3944.82	4093.68	4168.11	4205.33	4242.54
	17.66	18.55	19.47	20.45	21.47	21.90	22.33	22.76	23.62	24.05	24.26	24.48
22	3,138	3,295	3,460	3,633	3,815	3890.86	3967.15	4043.44	4196.03	4272.32	4310.46	4348.61
	18.11	19.01	19.96	20.96	22.01	22.45	22.89	23.33	24.21	24.65	24.87	25.09
23	3,217	3,378	3,546	3,724	3,910	3988.12	4066.32	4144.52	4300.91	4379.11	4418.21	4457.31
	18.56	19.49	20.46	21.48	22.56	23.01	23.46	23.91	24.81	25.26	25.49	25.72
24	3,297	3,462	3,635	3,817	4,008	4087.82	4167.98	4248.13	4408.44	4488.59	4528.67	4568.74
	19.02	19.97	20.97	22.02	23.12	23.58	24.05	24.51	25.43	25.90	26.13	26.36
25	3,380	3,549	3,726	3,912	4,108	4190.03	4272.18	4354.34	4518.66	4600.81	4641.89	4682.97
	19.50	20.47	21.50	22.57	23.70	24.17	24.65	25.12	26.07	26.54	26.78	27.02
26	3,464	3,637	3,819	4,010	4,211	4294.77	4378.98	4463.19	4631.62	4715.83	4757.93	4800.04
	19.99	20.98	22.03	23.14	24.29	24.78	25.26	25.75	26.72	27.21	27.45	27.69
27	3,551	3,728	3,915	4,110	4,316	4402.15	4488.46	4574.78	4747.41	4833.73	4876.89	4920.05
	20.48	21.51	22.58	23.71	24.90	25.40	25.90	26.39	27.39	27.89	28.14	28.39
28	3,639	3,821	4,012	4,213	4,424	4512.19	4600.67	4689.14	4866.09	4954.57	4998.80	5043.04
	21.00	22.05	23.15	24.31	25.52	26.03	26.54	27.05	28.07	28.58	28.84	29.10
29	3,730	3,917	4,113	4,318	4,534	4625.00	4715.68	4806.37	4987.74	5078.43	5123.77	5169.11
	21.52	22.60	23.73	24.91	26.16	26.68	27.21	27.73	28.78	29.30	29.56	29.82
30	3,824	4,015	4,216	4,426	4,648	4740.62	4833.58	4926.53	5112.44	5205.39	5251.87	5298.34
	22.06	23.16	24.32	25.54	26.81	27.35	27.89	28.42	29.50	30.03	30.30	30.57
31	3,919	4,115	4,321	4,537	4,764	4859.14	4954.41	5049.69	5240.25	5335.52	5383.16	5430.80
	22.61	23.74	24.93	26.18	27.48	28.03	28.58	29.13	30.23	30.78	31.06	31.33
32	4,017	4,218	4,429	4,650	4,883	4980.61	5078.27	5175.93	5371.25	5468.90	5517.73	5566.56
	23.18	24.34	25.55	26.83	28.17	28.73	29.30	29.86	30.99	31.55	31.83	32.12
33	4,118	4,324	4,540	4,767	5,005	5105.14	5205.24	5305.34	5505.54	5605.64	5655.70	5705.75
	23.76	24.94	26.19	27.50	28.88	29.45	30.03	30.61	31.76	32.34	32.63	32.92
34	4,221	4,432	4,653	4,886	5,130	5232.76	5335.37	5437.97	5643.18	5745.78	5797.08	5848.38
	24.35	25.57	26.85	28.19	29.60	30.19	30.78	31.37	32.56	33.15	33.45	33.74
35	4,326	4,542	4,770	5,008	5,258	5363.59	5468.76	5573.93	5784.26	5889.43	5942.01	5994.60
	24.96	26.21	27.52	28.89	30.34	30.94	31.55	32.16	33.37	33.98	34.28	34.58
36	4,434	4,656	4,889	5,133	5,390	5497.67	5605.46	5713.26	5928.86	6036.65	6090.55	6144.45
	25.58	26.86	28.21	29.62	31.10	31.72	32.34	32.96	34.21	34.83	35.14	35.45
37	4,545	4,772	5,011	5,262	5,525	5635.12	5745.62	5856.11	6077.09	6187.59	6242.83	6298.08
	26.22	27.53	28.91	30.36	31.87	32.51	33.15	33.79	35.06	35.70	36.02	36.34
38	4,659	4,892	5,136	5,393	5,663	5775.99	5889.25	6002.50	6229.01	6342.27	6398.90	6455.52
	26.88	28.22	29.63	31.11	32.67	33.32	33.98	34.63	35.94	36.59	36.92	37.24
39	4,775	5,014	5,265	5,528	5,804	5920.40	6036.48	6152.57	6384.74	6500.83	6558.87	6616.91
	27.55	28.93	30.37	31.89	33.49	34.16	34.83	35.50	36.84	37.51	37.84	38.18
40	4,895	5,139	5,396	5,666	5,949	6068.40	6187.39	6306.37	6544.35	6663.34	6722.83	6782.33
	28.24	29.65	31.13	32.69	34.32	35.01	35.70	36.38	37.76	38.44	38.79	39.13
41	5,017	5,268	5,531	5,808	6,098	6220.10	6342.07	6464.03	6707.95	6829.92	6890.90	6951.88
	28.94	30.39	31.91	33.51	35.18	35.89	36.59	37.29	38.70	39.40	39.76	40.11
42	6,142	5,400	5,669	5,953	6,251	6375.62	6500.63	6625.65	6875.67	7000.68	7063.19	7125.70
	35.44	31.15	32.71	34.34	36.06	36.78	37.50	38.23	39.67	40.39	40.75	41.11

RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E	6-9 yrs 2%	10-13 4%	14-17 6%	18-21 10%	22-25 12%	26-29 13%	30+ 14%
43	5,271 30.41	5,535 31.93	5,811 33.53	6,102 35.20	6,407 36.96	6535.00 37.70	6663.13 38.44	6791.27 39.18	7047.55 40.66	7175.68 41.40	7239.75 41.77	7303.82 42.14
44	5,403 31.17	5,673 32.73	5,957 34.37	6,254 36.08	6,567 37.89	6698.38 38.65	6829.72 39.40	6961.06 40.16	7223.74 41.68	7355.08 42.43	7420.76 42.81	7486.43 43.19
45	5,538 31.95	5,815 33.55	6,105 35.22	6,411 36.99	6,731 38.83	6865.83 39.61	7000.46 40.39	7135.08 41.16	7404.33 42.72	7538.96 43.49	7606.27 43.88	7673.58 44.27
46	5,676 32.75	5,960 34.39	6,258 36.10	6,571 37.91	6,899 39.81	7037.48 40.60	7175.47 41.40	7313.46 42.19	7589.44 43.79	7727.43 44.58	7796.42 44.98	7865.42 45.38
47	5,818 33.57	6,109 35.25	6,414 37.01	6,735 38.86	7,072 40.80	7213.43 41.62	7354.87 42.43	7496.31 43.25	7779.19 44.88	7920.63 45.70	7991.35 46.10	8062.07 46.51
48	5,964 34.41	6,262 36.13	6,575 37.93	6,904 39.83	7,249 41.82	7393.76 42.66	7538.73 43.49	7683.71 44.33	7973.66 46.00	8118.63 46.84	8191.12 47.26	8263.61 47.68
49	6,113 35.27	6,418 37.03	6,739 38.88	7,076 40.83	7,430 42.87	7578.61 43.72	7727.21 44.58	7875.81 45.44	8173.01 47.15	8321.61 48.01	8395.91 48.44	8470.21 48.87
50	6,265 36.15	6,579 37.96	6,908 39.85	7,253 41.85	7,616 43.94	7768.07 44.82	7920.38 45.70	8072.70 46.57	8377.33 48.33	8529.64 49.21	8605.80 49.65	8681.96 50.09
51	6,422 37.05	6,743 38.90	7,080 40.85	7,434 42.89	7,806 45.04	7962.27 45.94	8118.40 46.84	8274.52 47.74	8586.77 49.54	8742.89 50.44	8820.95 50.89	8899.01 51.34
52	6,583 37.98	6,912 39.88	7,257 41.87	7,620 43.96	8,001 46.16	8161.33 47.09	8321.35 48.01	8481.38 48.93	8801.43 50.78	8961.46 51.70	9041.47 52.16	9121.48 52.62
53	6,747 38.93	7,085 40.87	7,439 42.92	7,811 45.06	8,201 47.32	8365.36 48.26	8529.38 49.21	8693.41 50.16	9021.46 52.05	9185.49 52.99	9267.50 53.47	9349.52 53.94
54	6,916 39.90	7,262 41.90	7,625 43.99	8,006 46.19	8,406 48.50	8574.49 49.47	8742.61 50.44	8910.74 51.41	9247.00 53.35	9415.12 54.32	9499.19 54.80	9583.25 55.29
55	7,089 40.90	7,443 42.94	7,815 45.09	8,206 47.34	8,617 49.71	8788.86 50.71	8961.19 51.70	9133.52 52.69	9478.18 54.68	9650.51 55.68	9736.68 56.17	9822.84 56.67
56	7,266 41.92	7,629 44.02	8,011 46.22	8,411 48.53	8,832 50.95	9008.59 51.97	9185.23 52.99	9361.87 54.01	9715.15 56.05	9891.78 57.07	9980.10 57.58	10068.42 58.09
57	7,448 42.97	7,820 45.12	8,211 47.37	8,622 49.74	9,053 52.23	9233.78 53.27	9414.84 54.32	9595.89 55.36	9958.00 57.45	10139.06 58.50	10229.58 59.02	10320.11 59.54
58	7,634 44.04	8,016 46.24	8,416 48.56	8,837 50.98	9,279 53.53	9464.63 54.60	9650.21 55.68	9835.79 56.75	10206.96 58.89	10392.54 59.96	10485.33 60.49	10578.12 61.03
59	7,825 45.14	8,216 47.40	8,627 49.77	9,058 52.26	9,511 54.87	9701.25 55.97	9891.47 57.07	10081.69 58.16	10462.13 60.36	10652.35 61.46	10747.46 62.01	10842.57 62.55

Anniversary Increments

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 years - 14%

Vacation

- 0 through 4 years 1.00 day per month 12 days per 1.0 FTE
- 5 through 9 years 1.25 days per month 15 days per 1.0 FTE
- 10 through 14 years 1.50 days per month 18 days per 1.0 FTE
- 15 through 19 years 1.75 days per month 21 days per 1.0 FTE
- 20 - 2.00 days per month 24 days per 1.0 FTE

23/24 School Year with 2% Increase
 Pending Board Approval 6-26-2024
 Effective 7/1/2023

**Confidential Salary Schedule
2024 - 2025**

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	5,910	6,204	6,516	6,841	7,181
Human Resources Specialist	5,633	5,919	6,212	6,524	6,850
Human Resources Credential/Data Specialist	5,633	5,919	6,212	6,524	6,850
Administrative Secretary	4,966	5,214	5,476	5,750	6,036
Human Resources Assistant	4,966	5,214	5,476	5,750	6,036

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 + Years ----- - 14%

Professional Growth Stipend/Professional Program:

in accordance with California School Employees Association bargaining unit agreement

Vacation:

2 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Effective 7-1-2024 1% salary increase

Pending Board Approval: 06/26/2024

Confidential Salary Schedule
2023 - 2024 Effective January 1, 2024

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	5,852	6,142	6,451	6,773	7,110
Human Resources Specialist	5,577	5,860	6,151	6,460	6,782
Human Resources Credential/Data Specialist	5,577	5,860	6,151	6,460	6,782
Administrative Secretary	4,917	5,162	5,422	5,693	5,976
Human Resources Assistant	4,917	5,162	5,422	5,693	5,976

ANNIVERSARY INCREMENTS:

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Longevity:

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- 10 years through 13 years - 4%
- 14 years through 17 years - 6%
- 18 years through 21 years - 10%
- 22 years through 25 years - 12%
- 26 years through 29 years - 13%
- 30 + Years ----- 14%

Professional Growth Stipend/Professional Program:

in accordance with California School Employees Association bargaining unit agreement

Vacation:

2 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Effective 1-1-2024 1% salary increase

Pending Board Approval: 06/26/2024

**Confidential Salary Schedule
2023 - 2024 Effective July 1, 2023**

Position	Step A	Step B	Step C	Step D	Step E
Executive Secretary to the Superintendent	5,794	6,081	6,387	6,706	7,040
Human Resources Specialist	5,522	5,802	6,090	6,396	6,715
Human Resources Credential/Data Specialist	5,522	5,802	6,090	6,396	6,715
Administrative Secretary	4,868	5,111	5,368	5,637	5,917
Human Resources Assistant	4,868	5,111	5,368	5,637	5,917

ANNIVERSARY INCREMENTS:

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- 26 years through 29 years - 13%
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Professional Growth Stipend/Professional Program:

in accordance with California School Employees Association bargaining unit agreement

Vacation:

2 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Effective 7-1-2023 2% salary increase

Pending Board Approval: 06/26/2024



Rio School District
Certificated Management Salary Schedule
2024-2025

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	99,948	104,946	110,225	115,702
C195	Psychologist	195	105,320	110,527	115,990	121,730
C200	Coordinator I, Reading First	200	104,112	109,320	114,783	120,523
C204	Coordinator II, Assessment/Technology Coordinator II, Curriculum and Instruction	204	111,055	116,607	122,438	128,560
C206	Assistant Principal, Middle School	206	119,857	125,755	131,952	138,454
C212	Principa, Elementary	212	133,736	140,331	147,256	154,525
C216	Principal, Middle School	216	140,679	147,620	154,907	162,558
C216	Administrator of Special Programs	216	131,875	138,469	145,394	152,663
C225	Director of Pupil Personnel Services	225	146,061	153,174	160,646	168,490
C225	Dir. of Innovations, Partnerships & Principal Support	225	146,061	153,174	160,646	168,490
C225	Dir. of Extended Learning Programs	225	146,061	153,174	160,646	168,490
C225	Director of School & System Improvement	225	146,061	153,174	160,646	168,490
C225	Director of Human Resources	225	158,333	166,027	174,083	182,558
C225	Executive Director of Educational Excellence & Innova	225	162,291	170,195	178,497	187,122
C225	Assistant Superintendent Educational Services					
C225	Assistant Superintendent Human Resources	225	166,336	174,425	182,921	191,830
C225	Assistant Superintendent of School & System Improve					

ANNIVERSARY INCREMENTS

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY OR PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

EDUCATIONAL STIPEND

- Master \$1,000 annual
- Doctorate \$2,000 annual

Pending Board Approval: 06/26/2024

Effective 7-1-2024: 1% salary increase



Rio School District
Certificated Management Salary Schedule
2023-2024, Effective January 1, 2024

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	98,959	103,907	109,133	114,557
C195	Psychologist	195	104,277	109,432	114,841	120,525
C200	Coordinator I, Reading First	200	103,082	108,238	113,647	119,330
C204	Coordinator II, Assessment/Technology					
C204	Coordinator II, Curriculum and Instruction	204	109,955	115,452	121,225	127,287
C206	Assistant Principal, Middle School	206	118,670	124,510	130,645	137,083
C212	Principal, Elementary	212	132,412	138,942	145,798	152,995
C216	Principal, Middle School	216	139,286	146,158	153,374	160,949
C216	Administrator of Special Programs	216	130,569	137,098	143,954	151,152
C225	Director of Pupil Personnel Services	225	144,615	151,658	159,055	166,822
C225	Dir. of Innovations, Partnerships & Principal Support	225	144,615	151,658	159,055	166,822
C225	Dir. of Extended Learning Programs	225	144,615	151,658	159,055	166,822
C225	Director of School & System Improvement	225	144,615	151,658	159,055	166,822
C225	Director of Human Resources	225	156,765	164,383	172,360	180,750
C225	Executive Director of Educational Excellence & Innova	225	160,684	168,510	176,730	185,269
C225	Assistant Superintendent Educational Services					
C225	Assistant Superintendent Human Resources	225	164,689	172,698	181,110	189,931
C225	Assistant Superintendent of School & System Improve					

ANNIVERSARY INCREMENTS

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY OR PROFICIENT evaluation for the preceding year.

The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
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- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

EDUCATIONAL STIPEND

- Master \$1,000 annual
- Doctorate \$2,000 annual

Pending Board Approved: 06/26/2024

Effective 1-1-2024: 1% salary increase



Rio School District
Certificated Management Salary Schedule
2023-2024, Effective July 1, 2023

Calendar	POSITION	DAYS	STEP 1	STEP 2	STEP 3	STEP 4
C192	Administrative Dean	192	97,979	102,878	108,053	113,422
C195	Psychologist	195	103,245	108,349	113,704	119,332
C200	Coordinator I, Reading First	200	102,061	107,166	112,522	118,148
C204	Coordinator II, Assessment/Technology Coordinator II, Curriculum and Instruction	204	108,867	114,309	120,025	126,027
C206	Assistant Principal, Middle School	206	117,495	123,277	129,352	135,726
C212	Principal, Elementary	212	131,101	137,566	144,354	151,480
C216	Principal, Middle School	216	137,907	144,711	151,855	159,355
C216	Administrator of Special Programs	216	129,276	135,741	142,529	149,655
C225	Director of Pupil Personnel Services	225	143,183	150,156	157,480	165,170
C225	Dir. of Innovations, Partnerships & Principal Support	225	143,183	150,156	157,480	165,170
C225	Dir. of Extended Learning Programs	225	143,183	150,156	157,480	165,170
C225	Director of School & System Improvement	225	143,183	150,156	157,480	165,170
C225	Director of Human Resources	225	155,213	162,756	170,653	178,961
C225	Executive Director of Educational Excellence & Innova	225	159,093	166,841	174,980	183,435
C225	Assistant Superintendent Educational Services Assistant Superintendent Human Resources Assistant Superintendent of School & System Improve	225	163,059	170,988	179,317	188,050

ANNIVERSARY INCREMENTS

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY OR PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

EDUCATIONAL STIPEND

- Master \$1,000 annual
- Doctorate \$2,000 annual

Pending Board Approval: 06/26/2024

Effective 7-1-2023: 2% salary increase



**Classified Management Salary Schedule
2024-2025**

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	13,843	14,573	15,300	16,067	16,952
Director of Technology	12,178	12,818	13,459	14,130	14,836
Director of Fiscal Services	10,611	11,141	11,696	12,280	12,896
Director of MOT	9,177	9,635	10,119	10,624	11,154
Director of Child Nutrition & Wellness	8,218	8,629	9,062	9,513	9,990
School Based Mental Health and Wellness Clinician	8,218	8,629	9,062	9,513	9,990
District Programs Director	8,218	8,629	9,062	9,513	9,990
Social Media Specialist	7,138	7,487	7,858	8,250	8,662
Farm to School Coordinator	6,478	6,801	7,142	7,498	7,875
Custodial/Ground Supervisor	5,963	6,262	6,574	6,904	7,248
Asst. Supervisor Food Services	5,114	5,370	5,641	5,922	6,218

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

Longevity:

- 6 years through 9 years - 2%
- 10 Years through 13 years - 4%
- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

Educational Stipend:

- Master's \$1,000 annually
- Doctorate \$2,000 annually

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Pending Board Approval: 06/26/2024

Effective 7-1-2024: 1% salary increase



**Classified Management Salary Schedule
2023-2024, Effective January 1, 2024**

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	13,706	14,428	15,149	15,907	16,784
Director of Technology	12,057	12,691	13,326	13,990	14,689
Director of Fiscal Services	10,506	11,031	11,580	12,159	12,768
Director of MOT	9,086	9,540	10,019	10,519	11,044
Director of Child Nutrition & Wellness	8,137	8,543	8,972	9,418	9,891
School Based Mental Health and Wellness Clinician	8,138	8,543	8,972	9,418	9,891
District Programs Director	8,137	8,543	8,972	9,418	9,891
Social Media Specialist	7,068	7,413	7,780	8,168	8,577
Farm to School Coordinator	6,414	6,734	7,071	7,423	7,797
Custodial/Ground Supervisor	5,904	6,200	6,509	6,836	7,176
Asst. Supervisor Food Services	5,064	5,317	5,585	5,864	6,157

ANNIVERSARY INCREMENTS:

This increment shall be granted with Superintendent approval to all administrators who have received an EXEMPLARY or PROFICIENT evaluation for the preceding year. The increment schedule shall start on the individual's date of hire.

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- 14 Years through 17 years - 6%
- 18 Years through 21 years - 8%
- 22 Years through 25 years - 10%
- 26 Years through 29 years - 11%
- 30 + Years -----12%

Educational Stipend:

- Master's \$1,000 annually
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Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Pending Board Approval 06/26/2024

Effective 1-1-2024: 1% salary increase



**Classified Management Salary Schedule
2023-2024, Effective July 1, 2023**

Position	Step A	Step B	Step C	Step D	Step E
Asst. Supt. Business Services	13,570	14,286	14,999	15,750	16,618
Director of Technology	11,938	12,565	13,194	13,852	14,544
Director of Fiscal Services	10,402	10,922	11,465	12,038	12,642
Director of MOT	8,996	9,445	9,919	10,415	10,935
Director of Child Nutrition & Wellness	8,057	8,459	8,883	9,325	9,793
School Based Mental Health and Wellness Clinician	8,057	8,459	8,883	9,325	9,793
District Programs Director	8,057	8,459	8,883	9,325	9,793
Social Media Specialist	6,998	7,340	7,703	8,087	8,492
Farm to School Coordinator	6,351	6,667	7,001	7,350	7,720
Custodial/Ground Supervisor	5,846	6,138	6,445	6,768	7,105
Asst. Supervisor Food Services	5,013	5,265	5,530	5,806	6,096

ANNIVERSARY INCREMENTS:

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- 26 Years through 29 years - 11%
- 30 + Years -----12%

Educational Stipend:

- Master's \$1,000 annually
- Doctorate \$2,000 annually

Vacation:

1.75 paid vacation days per month

Paid Holidays:

Equal to holidays delineated in California School Employees Association bargaining unit agreement

Pending Board Approval: 06/26/2024

Effective 7-1-2023: 2% salary increase

9.6



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.6 Approval of the 2024-25 Bell Schedules and Instructional Minutes
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,125,264.19
Budgeted	Yes
Recommended Action	Staff recommends approval of the 2024-25 Bell Schedules as presented.

Public Content

Speaker: Tiffany Morse, Ph.D., Assistant Superintendent School and System Support

Rationale: The district has reviewed instructional minutes worksheets for all schools for compliance with the California Department of Education instructional minutes requirements. The proposed bell schedules have been created with consideration for transportation schedules, collective bargaining agreements, food services needs, fiscal services implications, and educational services needs. Approval of the 2024-2025 bell schedules allows schools to move forward with publishing them on their websites and distributing them to families in preparation for the upcoming school year.

- [Rio del Mar Final 2024-25 Bell Schedule.pdf \(90 KB\)](#)
- [Rio del Norte Final 2024-25 Bell Schedule.pdf \(1,435 KB\)](#)
- [Rio del Sol Final 2024-25 Bell Schedule.pdf \(250 KB\)](#)
- [Rio del Valle Final 2024-25 Bell Schedule.pdf \(114 KB\)](#)
- [Rio Lindo Final 2024-2025 Bell Schedule.pdf \(301 KB\)](#)
- [Rio Plaza Bell Final 2024-25 Schedule.pdf \(1,210 KB\)](#)
- [Rio Real Bell Final 2024-25 Bell Schedule.pdf \(134 KB\)](#)

[Rio Rosales Final 2024-25 Bell Schedule.pdf \(213 KB\)](#)[Vista Final 2024-2025 Bell Schedule.pdf \(507 KB\)](#)

Administrative Content

Executive Content

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



Rio del Mar Elementary School Bell Schedule 2024-2025 TK to Grade 5

Regular Day Schedule

August 21 - October 31	November 5 - June 12	August 23 - October 31	November 2 - June 12
TK (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:45 (84*) 9:45-10:00 (15*) Recess 10:00-11:00 (60*) 11:00-11:40 (40) Lunch 11:40-12:51 (71*)	TK (260*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:00 (80*) 11:00-11:40 (40) Lunch 11:40-1:36 (116*)	Kinder (260*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:15 (95*) 11:15-11:55 (40) Lunch 11:55-1:36 (101*)	Kinder (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-11:15 (95*) 11:15-11:55 (40) Lunch 11:55-1:20 (85*) 1:20-1:30 (10) Recess 1:30-2:33 (63*)
Grade 1 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:55 (94*) 9:55-10:10 (15) Recess 10:10-11:30 (80*) 11:30-12:10 (40) Lunch 12:10-1:30 (80*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 2 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:55 (94*) 9:55-10:10 (15) Recess 10:10-11:45 (95*) 11:45-12:25 (40) Lunch 12:25-1:30 (65*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 3 (307*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:45 (94*) 9:45-10:00 (15) Recess 10:10-12:00 (110*) 12:00-12:40 (40) Lunch 12:40-1:30 (50*) 1:30-1:40 (10) Recess 1:40-2:33 (53*)	Grade 4 (323*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:15 (120*) 10:15-10:30 (15) Recess 10:30-12:15 (105*) 12:15-12:55 (40) Lunch 12:55-2:33 (98*)
Non Student Days / Holidays / No School			
Grade 5 (323*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:15 (120*) 10:15-10:30 (15) Recess 10:30-12:30 (120*) 12:30-1:10 (40) Lunch 1:10-2:33 (83*)	September 2, 2024 November 1, 2024 November 11, 2024 November 25, 2024 November 26, 2024 November 27, 2024 November 28, 2024 November 29, 2024 December 23, 2024 December 24, 2024 December 25, 2024	December 26, 2024 December 27, 2024 December 30, 2024 December 31, 2024 January 1, 2025 January 2, 2025 January 3, 2025 January 20, 2025 February 10, 2025 February 17, 2025 April 7, 2025	April 8, 2025 April 9, 2025 April 10, 2025 April 11, 2025 April 14, 2025 April 15, 2025 April 16, 2025 April 17, 2025 April 18, 2025 May 26, 2025

Regular Day Inclement Weather / Emergency Lunch Schedule

TK	Kinder	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35	12:15-12:50	12:30-1:05

(xxx*) Instructional Minutes



Rio del Mar Elementary School Bell Schedule 2024-2025 TK to Grade 5

Minimum Day Schedule

<p>TK (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15*) Recess 9:40-10:30 (50*) 10:30-11:10 (40) Lunch 11:10-1:06 (116*)</p>	<p>Kinder (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:25 (64*) 9:25-9:40 (15) Recess 9:40-10:45 (65*) 10:45-11:25 (40) Lunch 11:25-1:06 (101*)</p>	<p>Grade 1 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:00 (75*) 11:00-11:40 (40) Lunch 11:40-1:06 (86*)</p>	<p>Grades 2 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:15 (90*) 11:15-11:55 (40) Lunch 11:55-1:06 (71*)</p>
<p>Grade 3 (230*) 8:19 Warning Bell 8:21 Class Begins 8:21-9:30 (69*) 9:30-9:45 (15) Recess 9:45-11:30 (105*) 11:30-12:10 (40) Lunch 12:10-1:06 (56*)</p>	<p>Grade 4 (240*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:00 (105*) 10:00-10:15 (15) Recess 10:15-11:45 (90*) 11:45-12:25 (40) Lunch 12:25-1:10 (45*)</p>	<p>Grade 5 (240*) 8:13 Warning Bell 8:15 Class Begins 8:15-10:00 (105*) 10:00-10:15 (15) Recess 10:15-12:00 (105*) 12:00-12:40 (40) Lunch 12:40-1:10 (30*)</p>	<p>Minimum Day Schedule</p>

Minimum Day Inclement Weather / Emergency Lunch Schedule

TK	Kinder	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
10:30-11:05	10:45-11:20	11:00-11:35	11:15-11:50	11:30-12:05	11:45-12:20	12:00-12:35

Minimum Days

August 21, 2024	October 31, 2024	January 15, 2025	March 26, 2025
September 4, 2024	November 18, 2024	January 31, 2025	March 28, 2025
September 18, 2024	November 19, 2024	February 12, 2025	April 25, 2025
September 27, 2024	November 20, 2024	February 26, 2025	May 7, 2025
October 3, 2024	November 21, 2024	March 5, 2025	May 21, 2025
October 4, 2024	November 22, 2024	March 6, 2025	June 12, 2025
October 16, 2024	December 20, 2024	March 7, 2025	
October 30, 2024	January 8, 2025	March 12, 2025	



2024-2025

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

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

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

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

Daily Schedule / Horario de Día Regular

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

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

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

Regular Schedule / Día Regular

<u>TK**</u> (260 Inst. Min.) Starts 11/02/23	<u>Kindergarten**</u> (307 Inst. Min.) Starts 11/02/23	<u>Grade 1</u> (307 Inst. Min.)	<u>Grade 2</u> (307 Inst. Min.)
8:00-8:40 Inst. Min. (40)	8:00-8:55 Inst. Min. (55)	8:00-9:15 Inst. Min. (75)	8:00-9:33 Inst. Min. (93)
8:40-9:00 Recess (20)	8:55-9:13 Recess (18)	9:15-9:33 Recess (18)	9:33-9:51 Recess (18)
9:00-10:40 Inst. Min. (100)	9:13-10:55 Inst. Min. (102)	9:33-11:20 Inst. Min. (107)	9:51-11:40 Inst. Min. (109)
10:40-11:20 Lunch (40)	10:55-11:35 Lunch (40)	11:20-12:00 Lunch (40)	11:40-12:20 Lunch (40)
11:20- 1:20 Inst. Min. (120)	11:35-1:15 Inst. Min. (100)	12:00-1:20 Inst. Min. (80)	12:20-1:20 Inst. Min. (60)
	1:15-1:30 Recess (15)	1:20-1:35 Recess (15)	1:20-1:35 Recess (15)
	1:30-2:20 Inst. Min. (50)	1:35-2:20 Inst. Min. (45)	1:35-2:20 Inst. Min. (45)

<u>Grade 3</u> (307 Inst. Min.)	<u>Grade 4</u> (323 Inst. Min.)	<u>Grade 5</u> (323 Inst. Min.)
8:00-9:51 Inst. Min. (111)	8:00-10:09 Inst. Min. (129)	8:00-10:26 Inst. Min. (146)
9:51-10:09 Recess (18)	10:09-10:26 Recess (17)	10:26-10:43 Recess (17)
10:09-11:55 Inst. Min. (106)	10:26-12:10 Inst. Min. (104)	10:43-12:40 Inst. Min. (117)
11:55-12:35 Lunch (40)	12:10-12:50 Lunch (40)	12:40-1:20 Lunch (40)
12:35-1:35 Inst. Min. (60)	12:50-2:20 Inst. Min. (90)	1:20-2:20 Inst. Min. (60)
1:35-1:50 Recess (15)		
1:50-2:20 Inst. Min. (30)		

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

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

**TK/Kindergarten will be on a shortened day schedule (dismissal at 12:45 for TK & 12:55 for Kinder) from August 21, 2024 – November 4, 2024. Regular Day schedule will commence on November, 4nd, 2024.

**TK/Kindergarten estará en horario de día corto (salida a las 12:45 por TK y 12:55 por Kinder) a partir de agosto 21, 2024 hasta el 4 de noviembre 2024. El Calendario de Día Regular comenzará el 4 de noviembre de 2024.



2024-2025

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

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

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

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

Minimum Day Schedule / Horario de Día Minimo

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

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

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

Minimum Day Schedule / Día Minimo

<u>TK.</u> (230 Inst. Min.)	<u>Kindergarten</u> (230 Inst. Min.)	<u>Grade 1</u> (230 Inst. Min.)	<u>Grade 2</u> (230 Inst. Min.)
8:00-8:40 Inst. Min. (40)	8:00-8:55 Inst. Min. (55)	8:00-9:15 Inst. Min. (75)	8:00-9:15 Inst. Min. (75)
8:40-9:00 Recess (20)	8:55-9:15 Recess (20)	9:15-9:35 Recess (20)	9:15-9:35 Recess (20)
9:00-10:35 Inst. Min. (95)	9:15-10:35 Inst. Min. (80)	9:35-11:05 Inst. Min. (90)	9:35-11:15 Inst. Min. (100)
10:35-11:15 Lunch (40)	10:35-11:15 Lunch (40)	11:05-11:45 Lunch (40)	11:15-11:55 Lunch (40)
11:15-12:50 Inst. Min. (95)	11:15-12:50 Inst. Min. (95)	11:45-12:50 Inst. Min. (65)	11:55-12:50 Inst. Min. (55)

<u>Grade 3</u> (230 Inst. Min.)	<u>Grade 4</u> (240 Inst. Min.)	<u>Grade 5</u> (240 Inst. Min.)
8:00-9:40 Inst. Min. (100)	8:00-10:05 Inst. Min. (125)	8:00-10:05 Inst. Min. (125)
9:40-10:00 Recess (20)	10:05-10:20 Recess (15)	10:05-10:20 Recess (15)
10:00-11:35 Inst. Min. (95)	10:20-11:40 Inst. Min. (80)	10:20-12:13 Inst. Min. (113)
11:35-12:15 Lunch (40)	11:40-12:15 Lunch (35)	12:13-12:48 Lunch (35)
12:15-12:50 Inst. Min. (35)	12:15-12:50 Inst. Min. (35)	12:48-12:50 Inst. Min. (2)

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

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

Inclement Weather Lunch (35 minutes)

TK 10:20-10:55

<u>Kinder</u>	<u>Grade 1</u>	<u>Grade 2</u>	<u>Grade 3</u>	<u>Grade 4</u>	<u>Grade 5</u>
10:35-11:10	11:05-11:40	11:15-11:50	11:35-12:10	11:40-12:15	12:13-12:48



2024-2025

Rio Lindo School

2131 Snow Avenue, Oxnard, CA, 93036

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

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

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

TK & Kindergarten Schedule Shortened Day

August 21st, 2024-October 31, 2024

TK (230 Inst. Min.)

8:00-10:40 Inst. Min. (160)

10:40-11:20 Lunch (40)

11:20- 12:30 Inst. Min. (70)

Kindergarten(260 Inst. Min.)

8:00-8:55 Inst. Min. (55)

8:55-9:05 Recess (10)

9:05-10:45 Inst. Min. (100)

10:45-11:20 Lunch (35)

11:20-1:05 Inst. Min. (105)

TK/Kindergarten will be on a shortened day schedule (dismissal at 12:30 for TK & 1:05 for Kinder)
from August 21, 2024 – October 31, 2024.

Regular Day schedule will commence on Nov. 04, 2024.

TK/Kindergarten estará en horario de día corto (salida a las 12:30 por TK y 1:05 por Kinder)
a partir de agosto 21, 2024 hasta el 31 de octubre 2024.

El Calendario de Día Regular comenzará el 4 de noviembre de 2024.



Rio Vista Middle School

3050 Thames River Dr. Oxnard CA 93036

805-981-1507 rio-vista@rioschools.org

Bell Schedule 2024-2025

Period	Start	End	Minutes
0	7:39 AM	8:32 AM	53
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:58 AM	8
2	9:01 AM	9:54 AM	53
3	9:57 AM	10:50 AM	53
Lunch	10:50 AM	11:25 AM	35
4	11:28 AM	12:21 PM	53
5	12:24 PM	1:17 PM	53
6	1:20 PM	2:13 PM	53
7	2:16 PM	3:09 PM	53
8/HR	3:12 PM	3:20 PM	8
Instructional Minutes			334

Period	Start	End	Minutes
0	7:39 AM	8:32 AM	53
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:58 AM	8
2	9:01 AM	9:54 AM	53
3	9:57 AM	10:50 AM	53
4	10:53 AM	11:46 AM	53
Lunch	11:46 AM	12:21 PM	35
5	12:24 PM	1:17 PM	53
6	1:20 PM	2:13 PM	53
7	2:16 PM	3:09 PM	53
8/HR	3:12 PM	3:20 PM	8
Instructional Minutes			334

Period	Start	End	Minutes
0	7:39 AM	8:32 AM	53
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:58 AM	8
2	9:01 AM	9:54 AM	53
3	9:57 AM	10:50 AM	53
4	10:53 AM	11:46 AM	53
5	11:49 AM	12:42 PM	53
Lunch	12:42 PM	1:17 PM	35
6	1:20 PM	2:13 PM	53
7	2:16 PM	3:09 PM	53
8/HR	3:12 PM	3:20 PM	8
Instructional Minutes			334

Period	Start	End	Minutes
0	7:54 AM	8:32 AM	38
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:56 AM	6
2	8:59 AM	9:37 AM	38
3	9:40 AM	10:18 AM	38
Lunch	10:18 AM	10:53 AM	35
4	10:56 AM	11:34 AM	38
5	11:37 AM	12:15 PM	38
6	12:18 PM	12:56 PM	38
7	12:59 PM	1:37 PM	38
8/HR	1:40 PM	1:46 PM	6
Instructional Minutes			240

Period	Start	End	Minutes
0	7:54 AM	8:32 AM	38
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:56 AM	6
2	8:59 AM	9:37 AM	38
3	9:40 AM	10:18 AM	38
4	10:21 AM	10:59 AM	38
Lunch	10:59 AM	11:34 AM	35
5	11:37 AM	12:15 PM	38
6	12:18 PM	12:56 PM	38
7	12:59 PM	1:37 PM	38
8/HR	1:40 PM	1:46 PM	6
Instructional Minutes			240

Period	Start	End	Minutes
0	7:54 AM	8:32 AM	38
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:56 AM	6
2	8:59 AM	9:37 AM	38
3	9:40 AM	10:18 AM	38
4	10:21 AM	10:59 AM	38
5	11:02 AM	11:40 AM	38
Lunch	11:40 AM	12:15 PM	35
6	12:18 PM	12:56 PM	38
7	12:59 PM	1:37 PM	38
8/HR	1:40 PM	1:46 PM	6
Instructional Minutes			240

Rally/Assembly Schedule All Grades			
Period	Start	End	Minutes
0	7:46 AM	8:32 AM	46
Morning Bell	8:47 AM	8:50 AM	3
1/HR	8:50 AM	8:58 AM	8
2	9:01 AM	9:47 AM	46
3	9:50 AM	10:36 AM	46
4	10:39 AM	11:25 AM	46
Lunch	11:25 AM	12:00 PM	35
Assembly	12:00 PM	12:42 PM	42
5	12:45 PM	1:31 PM	46
6	1:34 PM	2:20 PM	46
7	2:23 PM	3:09 PM	46
8/HR	3:12 PM	3:20 PM	8
Instructional Minutes			334



“A Community Centered Learning Environment With a College Going Culture”

2024-2025 Rio Del Norte Bell Schedule

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:10 a.m. / **Tardy Bell:** 8:15 a.m.
Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length

Regular Schedule

TK: (230 Instructional Minutes August 21-October 31.
 260 Instructional Minutes November 2-June 12)
 Please see the attached TK schedule.

KINDERGARTEN: (260 Instructional Minutes August
 21-October 31.
 307 Instructional Minutes November 2-June 12)
 Please find the attached kindergarten schedule.

FIRST GRADE: (307 Instructional Minutes)
 8:15 a.m. - 9:45 a.m. (90) Instruction
 9:45 a.m. - 10:00 a.m. (15) Morning Recess
 10:00 a.m. - 11:45 a.m. (105) Instruction
 11:45 a.m. - 12:25 p.m. (40) Lunch/Recess
 12:25 p.m. - 1:15 p.m. (50) Instruction
 1:15 p.m. - 1:25 p.m. (10) Recess
 1:25 p.m. - 2:27 p.m. (62) Instruction

SECOND GRADE: (307 Instructional Minutes)
 8:15 a.m. - 9:45 a.m. (90) Instruction
 9:45 a.m. - 10:00 a.m. (15) Morning Recess
 10:00 a.m. - 11:55 a.m. (115) Instruction
 11:55 a.m. - 12:35 p.m. (40) Lunch/Recess
 12:35 p.m. - 1:15 p.m. (40) Instruction
 1:15 p.m. - 1:25 p.m. (10) Recess
 1:25 p.m. - 2:27 p.m. (62) Instruction

THIRD GRADE: (307 Instructional Minutes)
 8:15 a.m. - 10:10 a.m. (115) Instruction
 10:10 a.m. - 10:25 a.m. (15) Morning Recess
 10:25 a.m.-12:05 p.m. (100) Instruction
 12:05 p.m.-12:45 p.m. (40) Lunch/Recess
 12:45 p.m.-1:15 p.m. (30) Instruction
 1:15 p.m. - 1:25 p.m. (10) Recess
 1:25 p.m. - 2:27 p.m. (62) Instruction

FOURTH GRADE: (323 Instructional Minutes)
 8:15 a.m. - 10:10 a.m. (115) Instruction
 10:10 a.m. - 10:20 a.m. (10) Morning Recess
 10:20 a.m. - 12:20 p.m. (120) Instruction
 12:20 p.m. - 12:59 p.m. (39) Lunch/Recess
 12:59 p.m. - 2:27 p.m. (88) Instruction

FIFTH GRADE: (323 Instructional Minutes)
 8:15 a.m. - 10:10 a.m. (115) Instruction
 10:10 a.m. - 10:20 a.m. (10) Morning Recess
 10:20 a.m. - 12:30 p.m. (130) Instruction
 12:30 p.m. - 1:09 p.m. (39) Lunch/Recess
 1:09 p.m. - 2:27 p.m. (78) Instruction

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length



“A Community Centered Learning Environment With a College Going Culture”

MINIMUM DAY SCHEDULE

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:10 a.m. / **Tardy Bell:** 8:15 a.m.

Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length

FIRST GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:15 a.m.	(75)	Instruction
11:15 a.m. - 11:55 a.m.	(40)	Lunch/Recess
11:55 a.m. - 1:00 p.m.	(65)	Instruction

SECOND GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:25 a.m.	(85)	Instruction
11:25 a.m. - 12:05 p.m.	(40)	Lunch/Recess
12:05 p.m. - 1:00 p.m.	(55)	Instruction

THIRD GRADE: (230 Instructional Minutes)

8:15 a.m. - 9:45 a.m.	(90)	Instruction
9:45 a.m. - 10:00 a.m.	(15)	Morning Recess
10:00 a.m. - 11:35 a.m.	(95)	Instruction
11:35 a.m. - 12:15 p.m.	(40)	Lunch/Recess
12:15 p.m. - 1:00 p.m.	(45)	Instruction

FOURTH GRADE: (240 Instructional Minutes)

8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 11:45 a.m.	(85)	Instruction
11:45 a.m. - 12:20 p.m.	(35)	Lunch/Recess
12:20 p.m. - 1:00 p.m.	(40)	Instruction

FIFTH GRADE: (240 Instructional Minutes)

8:15 a.m. - 10:10 a.m.	(115)	Instruction
10:10 a.m. - 10:20 a.m.	(10)	Morning Recess
10:20 a.m. - 11:55 a.m.	(95)	Instruction
11:55 a.m. - 12:30 p.m.	(35)	Lunch/Recess
12:30 p.m. - 1:00 p.m.	(30)	Instruction

Note: The first and last days of school, conference days, and several other days throughout the year are minimum days. Please refer to our academic calendar.

Breakfast Served: 7:45-8:05 a.m. / **Gates Open:** 8:00-8:15 a.m. / **Warning Bell:** 8:14 a.m. / **Tardy Bell:** 8:15 a.m.

Inclement Weather: Lunch start times remain the same; however, lunches are 35 minutes in length



“A Community Centered Learning Environment With a College Going Culture”

Kindergarten

August 21st, 2024 - October 31, 2024

Modified Day Kinder: (260 Instructional Minutes)

8:10 a.m. Warning Bell
 8:15 a.m. Class Begins
 8:15 a.m. - 9:00 a.m. (45) Instruction
 9:00 a.m. - 9:05 a.m. (5) Recess
 9:05 a.m. - 11:00 a.m. (115) Instruction
 11:00 a.m. - 11:40 a.m. (40) Lunch
 11:40 a.m. - 1:20 p.m. (100) Instruction

Minimum Day Schedule: (230 Instructional Minutes)

8:15 a.m.-9:00 a.m. (45) Instruction
 9:00 a.m.-9:15 a.m. (15) Recess
 9:15 a.m.-10:35 a.m. (80) Instruction
 10:35 a.m.-11:10 a.m. (35) Lunch
 11:10 a.m.-12:55 p.m. (105) Instruction

November 2, 2024 - June 12, 2025

Regular Day Schedule (307 Instructional Minutes)

8:15 a.m. - 9:00 a.m. (45) Instruction
 9:00 a.m. - 9:15 a.m. (15) Recess
 9:15 a.m. - 11:00 a.m. (105) Instruction
 11:00 a.m. - 11:40 a.m. (40) Lunch
 11:40 a.m. - 1:05 p.m. (85) Instruction
 1:05 p.m. - 1:15 p.m. (10) Recess
 1:15 p.m. - 2:27 p.m. (72) Instruction



“A Community Centered Learning Environment With a College Going Culture”

Transitional Kindergarten (TK)

August 21 - October 31, 2024 (230 Instructional minutes)

8:15 a.m. - 9:00 a.m. (45) Instruction

9:00 a.m. - 9:10 a.m. (10) Recess

9:10 a.m. - 11:00 a.m. (110) Instruction

11:00 a.m. - 11:40 a.m. (40) Lunch

11:40 a.m. - 12:55 p.m. (75) Instruction

Minimum Day scheduled (230 Instructional minutes)

8:15 a.m. - 9:00 a.m. (45) Instruction

9:00 a.m. - 9:10 a.m. (10) Recess

9:10 a.m. - 11:00 a.m. (110) Instruction

11:00 a.m. - 11:40 a.m. (40) Lunch

11:40 a.m. - 12:55 p.m. (75) Instruction

November 2, 2024 - June 12, 2025 (260 Instructional minutes)

8:15 a.m. - 8:55 a.m. (40) Instruction

8:55 a.m. - 9:05 a.m. (10) Recess

9:05 a.m. - 11:00 a.m. (115) Instruction

11:00 a.m. - 11:40 a.m. (40) Lunch

11:40 a.m. - 1:25 p.m. (105) Instruction

Pre-K (PK)
(165 minutes)

A.M. Session

8:00 a.m. - 10:45 a.m.

P.M. Session

11:30 a.m. - 2:15 p.m



Rio Plaza

Elementary School - Bell Schedule 2024-2025 TK to 5th Grade

Regular Day Schedule

August 23 - October 31	November 2 - June 13		
Shortened Day	Kinder (307*)	Grade 1 (307*)	Grade 2 (307*)
Kinder (260*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:55 (90*) 10:55-11:37 (42) Lunch 11:37-1:27 (110*)	Kinder (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:55 (90*) 10:55-11:37 (42) Lunch 11:37-1:05 (88*) 1:05-1:21 (16) Recess 1:21-2:30 (69*)	Grade 1 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:45 (95*) 9:45-10:00 (15) Recess 10:00-11:25 (85*) 11:25-12:07 (42) Lunch 12:07-1:25 (78*) 1:25-1:41 (16) Recess 1:41-2:30 (49*)	Grade 2 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:45 (95*) 9:45-10:00 (15) Recess 10:00-11:40 (100*) 11:40-12:22 (42) Lunch 12:22-1:25 (63*) 1:25-1:41 (16) Recess 1:41-2:30 (49*)
Grade 3 (307*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-11:55 (85*) 11:55-12:37 (42) Lunch 12:37-1:25 (48*) 1:25-1:41 (16) Recess 1:41-2:30 (49*)	Grades 4 (323*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:13 (103*) 12:13-12:55 (42) Lunch 12:55-2:30 (95*)	Grades 5 (323*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:23 (113*) 12:23-1:05 (42) Lunch 1:05-2:30 (85*)	Instructional Minutes are indicated in parentheses using the format (xxx*)

Inclement Weather / Emergency Lunch Schedule

Grade TK/K	Grade 1	Grade 2	Grade 3/4	Grade 5
10:15-10:50	10:50-11:25	11:25-12:00	12:00-12:35	12:35-1:10

Transitional Kindergarten

Shortened Day	Regular Day
August 23 - October 31	November 2 - June 13
TK (230*) 8:08 Warning Bell 8:10-9:25 (75*) 9:25-10:55 (90*) 10:55-11:37 (42) Lunch 11:37-12:42 (65*)	TK (260*) 8:08 Warning Bell 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:55 (90*) 10:55-11:37 (42) Lunch 11:37-1:27 (110*)

Inclement Weather Break Schedule

Recess to be held in the Classroom		
Morning Schedule		
Grade	Rooms	Time
TK/K	9-10-11-12	9:10 a.m. - 9:20 a.m.
1st	6-7-8	9:23 a.m. - 9:33 a.m.
2nd	3-4	9:36 a.m. - 9:46 a.m.
3rd/4th	1 - 2 - 19	9:49 a.m. - 9:59 a.m.
4th/5th	20-14-15-16	10:02 a.m. - 10:12 a.m.
Afternoon Schedule		
Grade Level/Room	Time	
All	As Needed#	
#Coordinate afternoon relief through front office		



Rio Plaza

Elementary School - Bell Schedule 2024-2025 TK to Grade 5

Minimum Day Schedule

<p>TK (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:45 (80*) 10:45-11:30 (45) Lunch 11:30-1:00 (90*)</p>	<p>Kinder (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:10 (60*) 9:10-9:25 (15) Recess 9:25-10:45 (80*) 10:45-11:30 (45) Lunch 11:30-1:00 (90*)</p>	<p>Grades 1 (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:45 (95*) 9:45-10:00 (15) Recess 10:00-11:20 (80*) 11:20-12:05 (45) Lunch 12:05-1:00 (55*)</p>	<p>Grades 2 (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-9:45 (95*) 9:45-10:00 (15) Recess 10:00-11:35 (95*) 11:35-12:20 (45) Lunch 12:20-1:00 (40*)</p>
<p>Grade 3 (230*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-11:55 (85*) 11:55-12:40 (45) Lunch 12:40-1:00 (20*)</p>	<p>Grade 4 (240*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:05 (95*) 12:05-12:45 (40) Lunch 12:45-1:05 (20*)</p>	<p>Grade 5 (240*) 8:08 Warning Bell 8:10 Class Begins 8:10-10:15 (125*) 10:15-10:30 (15) Recess 10:30-12:20 (110*) 12:20-1:00 (40) Lunch 1:00-1:05 (5*)</p>	<p>Instructional Minutes are indicated in parentheses using the format (xxx*)</p>
Minimum Days			
<p>August 21, 2024 September 4, 2024 September 18, 2024 September 27, 2024 October 3, 2024 October 4, 2024 October 16, 2024 October 30, 2024</p>	<p>October 31, 2024 November 18, 2024 November 19, 2024 November 20, 2024 November 21, 2024 November 22, 2024 December 20, 2024 January 8, 2025</p>	<p>January 15, 2025 January 31, 2025 February 12, 2025 February 26, 2025 March 5, 2025 March 6, 2025 March 7, 2025 March 12, 2025</p>	<p>March 26, 2025 March 28, 2025 April 25, 2025 May 7, 2025 May 21, 2025 May 30, 2025 June 12, 2025</p>



Rio del Sol School 2024 - 2025 Bell Schedule

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

Kindergarten will be on a shortened day schedule every day through November 1st, 2024. Regular Day Schedule will begin on November 4th, 2024. Please check the District Academic Calendar closely for a list of all minimum days.

Kindergarten Shortened Day Aug. 24th - Nov 1st (260 Instructional Minutes)	Kindergarten Minimum Day (230 Instructional Minutes)	Kindergarten Regular Day Begins Nov. 2nd (307 Instructional Minutes)
8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 11am Instruction (80) 11:00 - 11:45 Lunch (45) 11:45 - 1:40 Instruction (115) 1:40 Dismissal	8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 10:45 Instruction (65) 10:45 - 11:30 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:30 Instruction (75) 9:30 - 9:50 Recess (20) 9:50 - 11:00 Instruction (70) 11:00 - 11:40 Lunch (40) 11:40 - 12:45 Instruction (65) 12:45 - 12:55 Recess (10) 12:55 - 2:32 Instruction (97) 2:32 Dismissal

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



Rio del Sol School

2024 - 2025 Bell Schedule

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

Third Grade Minimum Day (230 Instructional Minutes)	Third Grade Regular Day (307 Instructional Minutes)
8:15 Class Begins 8:15 - 10:00 Instruction (105) 10:00 - 10:20 Recess (20) 10:20 - 11:25 Instruction (65) 11:25 - 12:10 Lunch (45) 12:10 - 1:10 Instruction (60) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:50 Instruction (95) 9:50 - 10:10 Recess (20) 10:10 - 11:40 Instruction (90) 11:40 - 12:20 Lunch (40) 12:20 - 1:10 Instruction (50) 1:10 - 1:20 Recess (10) 1:20 - 2:32 Instruction (72) 2:32 Dismissal
Fourth & Fifth Grade Minimum Day (240 Instructional Minutes)	Fourth & Fifth G(rade) Regular Day (323 Instructional Minutes)
8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:40 Recess (15) 10:40 - 11:45 Instruction (65) 11:45 - 12:25 Lunch (40) 12:25 - 1:10 Instruction (45) 1:10 Dismissal	8:15 Class Begins 8:15 - 10:25 Instruction (130) 10:25 - 10:45 Recess (20) 10:45 - 12:00 Instruction (75) 12:00 - 12:37 Lunch (37) 12:37 - 2:35 Instruction (118) 2:35 Dismissal
Sixth, Seventh & Eighth Grade Minimum Day (241 Instructional Minutes)	Sixth, Seventh & Eighth Grade Regular Day (334 Instructional Minutes)
8:30 Class Begins Period 1: 8:30 - 9:04 (34 minutes) Period 2: 9:06 - 9:40 (34 minutes) Nutrition Break: 9:40 - 9:50 (10 minutes) Period 3: 9:52 - 10:27 (35 minutes) Period 4: 10:29 - 11:03 (34 minutes) Period 5: 11:05 - 11:39 (34 minutes) Period 6: 11:41 - 12:16 (35 minutes) Lunch: 12:16 - 12:51 (35 minutes) Period 7: 12:53 - 1:28 (35 minutes)	8:30 Class Begins Period 1: 8:30 - 9:18 (48 minutes) Period 2: 9:20 - 10:08 (48 minutes) Nutrition Break: 10:08 - 10:18 (10 minutes) Period 3: 10:20 - 11:08 (48 minutes) Period 4: 11:10 - 11:58 (48 minutes) Period 5: 12:00 - 12:48 (48 minutes) Lunch 12:48 - 1:23 (35 minutes) Period 6: 1:25 - 2:12 (47 minutes) Period 7: 2:14 - 3:01 (47 minutes)



Rio del Sol School 2024 - 2025 Bell Schedule

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

Transitional Kindergarten will be on a shortened day schedule every day through November 1st, 2024. Regular Day Schedule will begin on November 4th, 2024. Please check the District Academic Calendar closely for a list of all minimum days.

Transitional Kindergarten Shortened Day Aug. 24th - Nov 1st (230 Instructional Minutes)	Transitional Kindergarten Minimum Day (230 Instructional Minutes)	Transitional Kindergarten Regular Day Begins Nov. 2nd (260 Instructional Minutes)
8:15 Class Begins 8:15 - 9:00 Instruction (45) 9:00 - 9:20 Recess (20) 9:20 - 10:45 Instruction (85) 10:45 - 11:30 Lunch (45) 11:30 - 12:50 Instruction (80) 12:50pm Dismissal	8:15 Class Begins 8:15 - 9:20 Instruction (65) 9:20 - 9:40 Recess (20) 9:40 - 10:45 Instruction (65) 10:45 - 11:30 Lunch (45) 11:30 - 1:10 Instruction (100) 1:10 Dismissal	8:15 Class Begins 8:15 - 9:00 - (45) 9:00 - 9:15 - Recess (15) 9:15 - 10:45 - Instruction (90) 10:45 - 11:25 - Lunch (40) 11:25 - 1:30 Instruction (125) 1:30 Dismissal

DRAFT - Pending Board Approval

 <p>RIO REAL DUAL IMMERSION ACADEMY</p>	<h2>RIO REAL K-8 DUAL IMMERSION ACADEMY</h2> <p>1140 Kenney Street, Oxnard CA 93036 2024-2025 Bell Schedule/Horario Teléfono/Phone: (805) 485-3117</p>
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Transitional Kindergarten (TK)

August 21-October 31 230 Instructional Minutes		November 4 - June 12 260 Instructional Minutes		Minimum Days after November 1st (230)	
Warning Bell	7:45	Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 10:15 (147)	Instruction	7:48 - 8:45 (57)	Instruction	7:48 - 8:45 (57)
Lunch	10:15 - 11:00 (45)	Recess	8:45 - 9:00 (15)	Recess	8:45 - 9:00 (15)
Instruction	11:00 - 12:23 (83)	Instruction	9:00 - 10:30 (90)	Instruction	9:00 - 10:15 (75)
		Lunch	10:30 - 11:10 (40)	Lunch	10:15 - 10:50 (35)
		Instruction	11:10 - 1:03 (113)	Instruction	10:50 - 12:28 (98)

Kindergarten

Kinder Shortened Day August 21-October 31 260 Instructional Minutes		Regular Day Start Nov 4, 2023 307 Instructional Minutes		Kinder Minimum Day 230 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 9:00 (72)	Instruction	7:48 - 9:00 (72)	Instruction	7:48 - 9:00 (72)
Recess	9:00 - 9:15 (15)	Recess	9:00 - 9:15 (15)	Recess	9:00 - 9:15 (15)
Instruction	9:15 - 10:40 (85)	Instruction	9:15 - 10:40 (85)	Instruction	9:15 - 10:30 (75)
Lunch	10:40 - 11:20 (40)	Lunch	10:40 - 11:20 (40)	Lunch	10:30 - 11:05 (35)
Instruction	11:20 - 1:03 (103)	Instruction	11:20 - 12:45 (85)	Instruction	11:05 - 12:28 (83)
		Recess	12:45 - 1:00 (15)		
		Instruction	1:00 - 2:05 (65)		

1st Grade

Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35 (20)	Recess	9:12 - 9:30 (18)
Instruction	9:35 - 11:00 (85)	Instruction	9:30 - 10:45 (75)
Lunch	11:00 - 11:40 (40)	Lunch	10:45 - 11:23 (38)
Instruction	11:40 - 1:00 (80)	Instruction	11:23 - 12:34 (71)
Recess	1:00 - 1:15 (15)		
Instruction	1:15 - 2:10 (55)		

Board Approved:

2nd Grade			
Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 9:15 (87)	Instruction	7:48 - 9:12 (84)
Recess	9:15 - 9:35 (20)	Recess	9:12 - 9:30 (18)
Instruction	9:35 - 11:20 (105)	Instruction	9:30 - 11:00 (90)
Lunch	11:20 - 12:00 (40)	Lunch	11:00 - 11:38 (38)
Instruction	12:00 - 1:00 (60)	Instruction	11:38 - 12:34 (56)
Recess	1:00 - 1:15 (15)		
Instruction	1:15 - 2:10 (55)		

3rd Grade			
Regular Day 307 Instructional Minutes		Minimum Day 230 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 9:35 (107)	Instruction	7:48 - 9:30 (102)
Recess	9:35 - 9:55 (20)	Recess	9:30 - 9:48 (18)
Instruction	9:55 - 11:40 (105)	Instruction	9:48 - 11:15 (87)
Lunch	11:40 - 12:20 (40)	Lunch	11:15 - 11:53 (38)
Instruction	12:20 - 1:15 (55)	Instruction	11:53 - 12:34 (41)
Recess	1:15 - 1:30 (15)		
Instruction	1:30 - 2:10 (40)		

4th Grade			
Regular Day 323 Instructional Minutes		Minimum Day 240 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 10:15 (147)	Instruction	7:48 - 9:33 (105)
Recess	10:15-10:35 (20)	Recess	9:33 - 9:48 (15)
Instruction	10:35 - 12:00 (85)	Instruction	9:48 - 11:30 (102)
Lunch	12:00 - 12:40 (40)	Lunch	11:30 - 12:05 (35)
Instruction	12:40 - 2:11 (91)	Instruction	12:05 - 12:38 (33)

5th Grade			
Regular Day 323 Instructional Minutes		Minimum Day 240 Instructional Minutes	
Warning Bell	7:45	Warning Bell	7:45
Instruction	7:48 - 10:15 (147)	Instruction	7:48 - 10:15 (147)
Recess	10:15 - 10:35 (20)	Recess	10:15 - 10:30 (15)
Instruction	10:35 - 12:20 (105)	Instruction	10:30 - 11:58 (88)
Lunch	12:20 - 1:00 (40)	Lunch	11:58 - 12:33 (35)
Instruction	1:00 - 2:11 (71)	Instruction	12:33 - 12:38 (5)

Board Approved:

6th - 8th Grade Regular Schedule (334 Min)			
Period	Start time	End time	Instructional Min
Warning Bell	8:00		
Advisory	8:03	8:22	19
1	8:25	9:10	45
2	9:13	9:58	45
Nutrition	9:58	10:09	11
3	10:12	10:57	45
4	11:00	11:45	45
(6th Gr Lunch)	11:45	12:21	36
5th Per (7/8th gr class)	11:48	12:33	45
(7/8 Gr Lunch)	12:33	1:09	36
5th Per (6th gr class)	12:24	1:09	45
6	1:12	1:57	45
7	2:00	2:45	45

6th - 8th Grade Minimum Day Schedule (240 Min)			
Period	Start time	End time	Instructional Minutes
Warning Bell	8:00		
1	8:03	8:38	35
2	8:41	9:15	34
3	9:18	9:52	34
4	9:55	10:29	34
6	10:32	11:06	34
5A (6th class)	11:09	11:43	34
(7/8 Lunch)	11:06	11:42	36
5B (7/8 class)	11:45	12:19	34
(6th Lunch)	11:43	12:19	36
7	12:22	12:57	35

Board Approved:

Inclement Weather/Rainy Day Lunch Schedules (35 Min)

TK-8 Regular Day					TK-8 Minimum Day						
TK	10:20-10:55	2	11:20-11:55	4	12:00-12:35	TK	10:20-10:55	2	11:00-11:35	4	11:30-12:05
K	10:40-11:15	3	11:40-12:15	5	12:20-12:55	K	10:30-11:05	3	11:15-11:50	6	11:37-12:13
1	11:00-11:35	7 - 8	11:44-12:20	6	12:31-1:07	1	10:45-11:20	7 - 8	11:01-11:37	5	12:00-12:35

TK-5 Minimum Day, 6-8 Regular Day

TK	10:20-10:55	Cafeteria	2	11:00-11:35	Cafeteria	7/8	11:44-12:20	Classroom
K	10:30-11:05	Cafeteria	3	11:15-11:50	Cafeteria	5	12:00-12:35	Cafeteria
1	10:45-11:20	Cafeteria	4	11:30-12:05	MPR	6	12:31-1:07	MPR

Rainy Day Dismissal Procedures

In case of heavy rains and in order to avoid traffic jams in hallways and ensure an orderly dismissal, we will do the following:

Release in a staggered fashion:

2:00 Kindergarten	2:10 3rd-5th Grades
2:05 1st - 2nd Grades	2:41 6th - 8th Grades

Bus riders - exit through the cafeteria. In cases of heavy rain then exit through the cafeteria.

Walkers - stand under the covered hallways in front of their classrooms and wait for parent pickup nearest the gate where they are picked up.

After school program - students walk to their grade level designated classroom.

Board Approved:



Rio del Valle Middle School

3100 Rose Avenue
Oxnard, CA 93036
(805) 485 - 3119



2024 - 2025 Bell Schedule

Warning Bell 8:22 a.m./Timbre de aviso 8:22 a.m.

Breakfast served in homeroom for all RdV students
Desayuno servido en clase para todos los alumnos de RdV.

8th Grade Regular Day (334 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:35 (52)
3rd	9:38 - 10:30 (52)
4th	10:33 - 11:25 (52)
Lunch	11:25 - 12:00 (35)
5th	12:03 - 12:55 (52)
6th	12:58 - 1:50 (52)
7th	1:53 - 2:45 (52)
8th/CR	2:48 - 2:55 (7)

7th Grade Regular Day (334 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:35 (52)
3rd	9:38 - 10:30 (52)
4th	10:33 - 11:25 (52)
5th	11:28 - 12:20 (52)
Lunch	12:20 - 12:55 (35)
6th	12:58 - 1:50 (52)
7th	1:53 - 2:45 (52)
8th/CR	2:48 - 2:55 (7)

6th Grade Regular Day (334 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:35 (52)
3rd	9:38 - 10:30 (52)
4th	10:33 - 11:25 (52)
5th	11:28 - 12:20 (52)
6th	12:23 - 1:15 (52)
Lunch	1:10 - 1:45 (35)
7th	1:53 - 2:45 (52)
8th/CR	2:48 - 2:55 (7)

8th Grade Minimum Day (240 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:20 (37)
3rd	9:23 - 10:00 (37)
4th	10:03 - 10:40 (37)
Lunch	10:40 - 11:15 (35)
5th	11:18 - 11:55 (37)
6th	11:58 - 12:35 (37)
7th	12:38 - 1:15 (37)
8th/CR	1:18 - 1:21 (3)

7th Grade Minimum Day (240 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:20 (37)
3rd	9:23 - 10:00 (37)
4th	10:03 - 10:40 (37)
5th	10:43 - 11:20 (37)
Lunch	11:20 - 11:55 (35)
6th	11:58 - 12:35 (37)
7th	12:38 - 1:15 (37)
8th/CR	1:18 - 1:21 (3)

6th Grade Minimum Day (240 minutes)	
HR	8:25 - 8:40 (15)
2nd	8:43 - 9:20 (37)
3rd	9:23 - 10:00 (37)
4th	10:03 - 10:40 (37)
5th	10:43 - 11:20 (37)
6th	11:23 - 12:00 (35)
Lunch	12:00 - 12:35 (35)
7th	12:38 - 1:15 (37)
8th/CR	1:18 - 1:21 (3)

Rio Rosales Elementary 2024-2025 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.



TRANSITIONAL KINDERGARTEN

MODIFIED DAY – TK

REGULAR DAY -TK

MINIMUM DAY – TK

AUGUST 21 - OCTOBER 31

NOVEMBER 4 - JUNE 13

(230 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 - 9:30 Instruction (80)
9:30 - 9:45 Recess (15)
9:45 - 11:10 Instruction (85)
 11:10 - 11:50 Lunch (40)
11:50 - 12:40 Instruction (50)

(260 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 - 9:30 Instruction (80)
 9:30 - 9:45 Recess (15)
9:45 - 11:10 Instruction (85)
 11:10 - 11:50 Lunch/Recess (40)
11:50 - 1:25 Instruction (95)

(230 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 - 9:30 Instruction (80)
 9:30 - 9:45 Recess (15)
9:45 - 11:10 Instruction (85)
 11:10 - 11:50 Lunch (40)
11:50 - 12:55 Instruction (65)

KINDERGARTEN

MODIFIED DAY – K

REGULAR DAY - K

MINIMUM DAY – K

AUGUST 21 - OCTOBER 31

NOVEMBER 4 - JUNE 13

(260 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 - 9:50 Instruction (100)
 9:50 - 10:05 Recess (15)
10:05 - 11:10 Instruction (65)
 11:10-11:50 Lunch (40)
11:50 - 1:25 Instruction (95)

(307 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10-9:50 Instruction (100)
 9:50-10:05 Recess (15)
10:05-11:10 Instruction (65)
 11:10-11:50 Lunch (40)
11:50-1:30 Instruction (100)
 1:30-1:40 Recess (10)
1:40-2:22 Instruction (42)

(230 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 - 9:50 Instruction (100)
 9:50 - 10:05 Recess (15)
10:05 - 11:10 Instruction (65)
 11:10-11:50 Lunch (40)
11:50-12:55 Instruction (65)

FIRST GRADE

REGULAR DAY (307 instructional minutes)

MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell
 8:10 Class Begins
8:10 – 10:10 Instruction (120)
 10:10 – 10:30 Recess (20)
10:30 – 11:30 Instruction (60)
 11:30 – 12:15 Lunch/Recess (45)
12:15 – 2:22 Instruction (127)

8:05 Warning Bell
 8:10 Class begins
8:10 – 10:10 Instruction (120)
 10:10 – 10:25 Recess (15)
10:25 – 11:35 Instruction (70)
 11:35 – 12:15 Lunch/Recess (40)
12:15 – 12:55 Instruction (40)

Rio Rosales Elementary 2023-2024 Bell Schedule

Campus opens at 8:00 a.m. / Breakfast served from 7:40 - 8:00 a.m.



SECOND AND THIRD GRADE

REGULAR DAY (307 instructional minutes)

MINIMUM DAY (230 instructional minutes)

8:05 Warning Bell

8:10 Class Begins

8:10 - 10:10 Instruction (120)

10:10 - 10:30 Recess (20)

10:30 - 11:55 Instruction (85)

11:55 - 12:40 Lunch/Recess (45)

12:40 - 2:22 Instruction (102)

8:05 Warning Bell

8:10 Class Begins

8:10 - 10:10 Instruction (120)

10:10 - 10:25 Recess (15)

10:25 - 11:50 Instruction (85)

11:50 - 12:30 Lunch/Recess (40)

12:30 - 12:55 Instruction (25)

FOURTH AND FIFTH GRADE

REGULAR DAY (323 instructional minutes)

MINIMUM DAY (240 instructional minutes)

8:05 Warning Bell

8:10 Class Begins

8:10 - 10:35 Instruction (145)

10:35 - 10:50 Recess (15)

10:50 - 12:20 Instruction (90)

12:20 - 1:00 Lunch/Recess (40)

1:00 - 2:28 Instruction (88)

8:05 Warning Bell

8:10 Class Begins

8:10 - 10:30 Instruction (140)

10:30 - 10:45 Recess (15)

10:45 - 12:10 Instruction (85)

12:10 - 12:50 Lunch (40)

12:50 - 1:05 Instruction (15)

INCLEMENT WEATHER LUNCH SCHEDULE

Kindergarten 11:00 - 11:35 a.m. (35)

1st Grade 11:10 - 11:45 p.m. (35)

2nd & 3rd Grades 11:50 - 12:25 p.m. (35)

4th & 5th Grades 12:30 - 1:05 p.m. (35)

9.7



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.7 Approval of Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of Williams quarterly complaint report.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

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

[Williams UCP Quarterly Report July 2024.pdf \(51 KB\)](#)

Administrative Content

Executive Content

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

Quarterly Report on Williams Uniform Complaints
[Education Code Section 35186]
Fiscal Year 2023-2024

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

- Quarterly Report Submission Date: October 31, 2023 (7/1/23 to 9/30/23)
 (check one) January 31, 2024 (10/1/23 to 12/31/23)
 April 30, 2024 (1/1/24 to 3/31/24)
 July 31, 2024 (4/1/24 to 6/30/24)

Date for information to be reported publicly at governing board meeting: June 26, 2024

Please check the box that applies:

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

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

John Puglisi
 Name of District Superintendent

 Signature of District Superintendent



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.8 Approval of Contract with VCOE for ESCAPE Financial and Payroll/Personnel Software System for 2024/2025.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	97,649.20
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board approve the 2024/2025 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.

[Escape Agreement for 24-25.pdf \(386 KB\)](#)

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.



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
2024-2025

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, 2024, through June 30, 2025, 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 ERP-CA (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).
Employee Portal is available to employees while in the United States, Mexico, and Canada.

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

\$97,649.20

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_____.

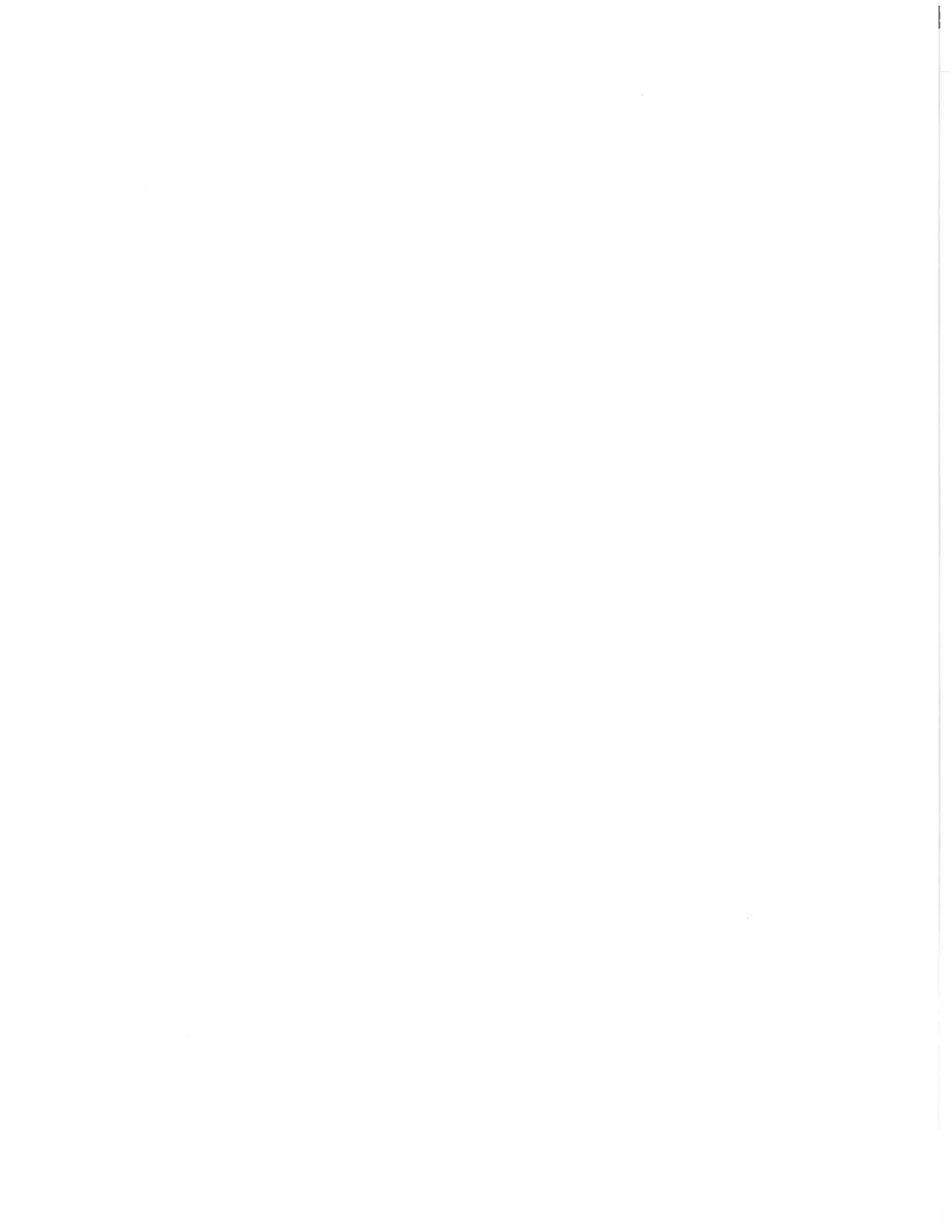
LEA Authorized Representative



Approved this 1 day of June, 2024.

Lisa Cline

VCOE Authorized Representative





Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.9 Approval of the Ventura County Sheriff's Office Contract for SRO services at Rio Plaza Elementary, Rio Real Elementary, and Rio Del Valle Middle School for the 2024/2025 school year..
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	88,966.64
Budgeted	Yes
Budget Source	General Fund
Recommended Action	It is recommended that the Board of Education approve the contract with the Ventura County Sheriff's Office for SRO services at Rio Plaza Elementary and Rio Real Elementary for the 2024/2025 school year.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The current contract with the Ventura County Sheriffs Department provides a SRO services at Rio Del Valle, Rio Real and Rio Plaza.

This agreement encompasses one deputy sheriff as a School Resource Officer for the 2024/2025 school year beginning August 21, 2024 and concluding June 12, 2025. This includes one 8-hour day per week split into 4-hour shifts between Rio Real and Rio Plaza schools. The days of the week are to alternate between Tuesdays and Thursdays. This figure is an estimate only and may vary when the actual associated costs are known. Also, this figure does not include any additional costs associated with summer school, special events, modifications of schedules, or unforeseen incidents where the SRO is requested to stay beyond normal working hours.

[SRO Contract with the Ventura County.pdf \(816 KB\)](#)

Administrative Content

Executive Content



Ventura County

SHERIFF'S OFFICE

Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff
800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org

June 12, 2024

Wael Saleh, Assistant Superintendent
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Dear Mr. Saleh:

Re: Agreement for Police Services – Rio School District

The purpose of this letter is to outline the reimbursement to be paid by the Rio School District (District) in accordance with the Ventura County Sheriff's Office contract rates for a School Resource Officer (SRO) at Rio Del Valle Middle School, Rio Plaza Elementary School and Rio Real Elementary School.

Rio Del Valle Middle School:

This agreement encompasses one deputy sheriff as an SRO at Rio Del Valle Middle School for the school year **beginning August 21, 2024, and concluding June 12, 2025**. This includes 32 Mondays at eight hours each day and 20 Wednesdays at four hours each day. An SRO will not be staffed at this campus in the event of a no-school day or minimum schedule day which falls on a Monday or Wednesday.

Rio Plaza Elementary School and Rio Elementary School:

This agreement encompasses one deputy sheriff as an SRO at Rio Plaza Elementary School and Rio Real Elementary School for the school year **beginning August 21, 2024, and concluding June 12, 2025**. This includes one 8-hour day per week split into 4-hour shifts between both campuses. The days of the week in which SRO services are provided are to alternate between Tuesdays and Thursdays. Note: Minimum schedule days and no school days will be taken into consideration when scheduling the SRO throughout the school year so that the SRO position is filled every week as practicable.



Ventura County

SHERIFF'S OFFICE

Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff
800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org

SRO Staffing:

By signing below, the District is acknowledging the SRO positions covered under this agreement will be filled based on available staffing levels of the Ventura County Sheriff's Office. The district will not be billed for dates in which there is not an available deputy to fill the SRO position.

Total Estimated Costs:

The anticipated billing for the above-described contracted services period of August 21, 2024, through June 12, 2025, is **\$88,966.64**.

Rio Del Valle: 32 weeks @ 8hrs./Mondays + 20 weeks @ 4hrs./Wednesdays: 336 hours x \$140.77 = \$47,298.72

Rio Real / Rio Plaza: 37 weeks @ 8hrs./ Alternating Tuesdays & Thursdays = 296 hours x \$140.77 = \$41,667.92.

This figure is an estimate only and may vary when the actual associated costs are known. Also, this figure does not include any additional costs associated with summer school, special events, modifications of schedules, or unforeseen incidents directly related to the SRO's duties which cause the SRO to stay beyond normal working hours at any of the listed campuses

The contract is contingent upon Rio School District agreeing to pay the fee listed above. This agreement may be terminated by the Ventura County Sheriff's Office or the District upon thirty days written notice to the other party. Termination of the agreement pursuant to this method will not relieve the District of any outstanding payments owed to the Ventura County Sheriff's Office at the time of agreement termination. The Ventura County Sheriff's Office will maintain control and responsibility for the deputy's duties and actions. By signing below, the District is agreeing to the terms and conditions outlined above.



Ventura County

SHERIFF'S OFFICE

Jim Fryhoff - Sheriff | **John Reilly** - Undersheriff

800 S. Victoria Avenue, Ventura, CA 93009 | 805.654.2385 | VenturaSheriff.org

Please sign this letter and return to me via email at greg.gibson@ventura.org.

Sincerely,

Greg Gibson Date
Captain
Ventura County Sheriff's Office

Wael Saleh Date
Assistant Superintendent
Rio School District

9.10



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.10 Approval of Food Service Vending Contract with Catalyst, Inc. for 2024/2025
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board Approve the Food Service Vending Contract with Catalyst, Inc. for the 2024/2025 school year.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Staff is recommending approval of the Vendor Agreement between Rio School District (RSD) Food Services and Catalyst Inc. Rio School District (RSD) is currently offering meals to similar programs such as Child Development Resources (CDR) on other Rio Campuses. This contract will service Rio Del Norte, Rio Plaza, and Rio Del Mar.

This annual contract reflects the new pricing structure for the 24/25 school year, which will offset the expense.

Approval of this contract allows Rio Child Nutrition Services to provide all Catalyst Inc preschool programs operating within RSD with breakfast, lunch, and snack.

[Agreement between Catalyst Family Child Nutrition.pdf \(220 KB\)](#)

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.

✓

**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES
AND CATALYST FAMILY INC.**

This AGREEMENT is entered by and between Rio School District, hereinafter referred to as "RSD"; and The Catalyst Family Inc., hereinafter referred to as "Agency". This agreement will be for the period of August 21st, 2024 through June 30th, 2025.

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, Agency has the present need for reimbursable meals at the following Rio School District Locations: Rio Del Norte at 2500 Lobelia Dr, and Rio Plaza at 600 Simon Way, and Rio Del Mar at 3150 Thames River Dr. in Oxnard

WHEREAS, RSD is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

Effective August 21st, 2024.

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils, and napkins for Agency located at, Rio Del Norte School at 2500 Lobela Ave., Rio Plaza 600 Simon Way, and Rio Del Mar School 3150 Thames River Dr. in accordance with the number of meals requested and at the cost(s) per meal listed below.

Breakfast	<u>*\$2.28 each</u>	Lunch	<u>*\$4.25 each</u>
Supplement/Snack	<u>* \$ 1.17 each</u>	Supper	<u>\$ N/A each</u>

**Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).*

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.

- 3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said meal. RSD agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.**
- 4. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to RSD, of the meal components and quantities itemized in the meal preparation records.**
- 5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.**
- 6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick up time.**
- 7. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the Child and Adult Care Food Program meal requirements for field trips when requested by the Agency at least 10 working days in advance. The cost per meal will remain the same as the (CACFP) reimbursement rates**
- 8. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. RSD agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.**
- 9. Operate in accordance with current CACFP requirements.**
- 10. Retain all required records for a period of five (5) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for Audit or administrative review at a reasonable time and place.**
- 11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.**

12. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
14. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (pick-up) site, at the specified time on each specified (pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 21st, 2024, and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

_____	Digitally signed by Susan Dumars Date: 2024.05.17 16:59:49 -07'00'
Service Provider Official Signature	Susan Dumars _____ Agency Official Signature
_____	Susan Dumars _____ Agency Official Name (please type)
Official Name (please type)	President _____ Title
_____	408-556-7300 _____ Telephone
Title	05/17/2024 _____ Date

Telephone	

Date	

9.11



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.11 Approval of Food Service Vending Contract with Child Development Resources for the 2024/2025 school year.
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended that the Board approve the food service contract with Child Development Resources for the 2024/2025 school year.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Staff is recommending approval of the Food Service Vendor Agreement between Rio School District (RSD) Child Nutrition Services and Child Development Resources (CDR). RSD Child Nutrition Services has provided meals to CDR for the past 15 years. This is the annual contract update to reflect the new pricing structure for the 24/25 school year.

Approval of this contract allows Rio Child Nutrition Services to provide all CDR preschool programs operating within Rio School District with breakfast, lunch, and snack.

[20240604_STANDARD AGREEMENT FOR FOOD SERVICEA_ENDING RIO SCHOOL .pdf \(221 KB\)](#)

Administrative Content

Executive Content

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**STANDARD AGREEMENT FOR FOOD
SERVICE/VENDING
RIO SCHOOL DISTRICT CHILD NUTRITION SERVICES
AND CHILD DEVELOPMENT RESOURCES**

This AGREEMENT is entered into on this 1st day of August 2024, by and between Child Development Resources (CDR) of Ventura County, hereinafter referred to as the "Agency", and Rio School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary straws, utensils, and napkins for CDR located at, Rio Lindo School, 2131 Snow Ave, Oxnard, Ca., Rio Plaza School, 600 Simon Way Oxnard, Ca., Rio Rosales School 1001 Kohala St Oxnard, Ca in accordance with the number of meals requested and at the cost(s) per meal listed below.

Breakfast	<u>*\$2.28 each</u>	Lunch	<u>*\$4.25 each</u>
Supplement/Snack	<u>* \$ 1.17 each</u>	Supper	<u>\$ N/A each</u>

**Prices are subject to change up to the maximum amount of the published reimbursement rates as established by Child and Adult Care Food Program (CACFP).*

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern for Older Children (attached) which is excerpted from the regulation 7 CFR Part 226.20.

3. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each

component used to prepare said meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

4. Maintain such cost records as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.

5. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.

6. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pick up time.

7. Shall provide the Agency with sack breakfast, lunch, and/or snack which meets the Child and Adult Care Food Program meal requirements for field trips when requested by the Agency at least 10 working days in advance. The cost per meal will remain the same as the (CACFP)'reimbursement rates

8. On a monthly basis, present to the Agency an invoice accompanied by reports that itemizes the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon pick up time, are spoiled or unwholesome at the time of pick up, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.

9. Operate in accordance with current CACFP requirements.

10. Retain all required records for a period of five (5) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of Agriculture, and the U.S. General Accounting Office for Audit or administrative review at a reasonable time and place.

11. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.

12. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13. Where the Vendor is unable to certify to any of the statements in the certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)

14. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at each (pick-up) site, at the specified time on each specified (pick-up) day to receive, inspect and sign for the requested number of meals. This individual will verify the temperature, quality and quantity of each meal service delivery. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirements of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a copy of Title 7 CFR Part 226; the CACFP Meal Pattern for Older Children (includes children aged 3-5); the CNFDD Simplified Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.
5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor with 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This agreement will take effect commencing August 1st 2024, and shall be for a period of one calendar year. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

Service Provider Official Signature

Official Name (please type)

Title

Telephone

Date



Agency Official Signature

Jack Hinojosa
Agency Official Name (please type)

Chief Executive Officer
Title

805-485-7878 ext. 1358
Telephone

5/28/2024
Date

9.12



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.12 Approval of the 2024-2025 Consolidated Categorical Aid Programs (ConApp)
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends approval of the Consolidated Application as presented.

Public Content

Speaker: Veronica Rauschenberger, Executive Director of Educational Excellence and Innovation

Subject: Approval of funding for consolidated categorical aid programs (ConApp) for the 2024-2025 School Year

Rationale:

The Consolidated Application (ConApp) must be submitted to the California Department of Education (CDE) for the district to receive funds for categorical programs. The application is submitted online through a web-based Consolidated Application Reporting System (CARS). The online system has three data collection reporting periods: Winter, Spring, and Fall and collects the following data:

- Certification of Assurances
 - Protected Prayer Certification
 - LCAP Federal Addendum Certification
 - Application for Funding
 - Nonprofit Private School Consultation
 - Title III English Learner Student Program Subgrant Budget
 - Title III Immigrant Student Program Subgrant Budget
 - Substitute System for Time Accounting
1. Board approval of the application allows the Rio School District to requests participation in federal programs including: Title I Part A, Basic Grant (Low Income/Low Achieving students), Title II, Part A (Teacher and Principal Training and Recruiting), Title III, Part A (Immigrant and Limited English Proficient Students [LEP]). Title IV, Part A (Student Support).
 2. Federal guidelines also require districts to inform local non-profit private schools of their ability to participate with the public school district in federal programs.

[ConAppforFndng 6_2024 \(1\).pdf \(84 KB\)](#)

Administrative Content**Executive Content**

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2024–25 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancesoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Veronica Rauschenberger
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director of Education & Innovation
Authorized Representative's Signature Date	06/13/2024

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2024–25 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Veronica Rauschenberger
Authorized Representative's Title	Executive Director of Education & Innovation
Authorized Representative's Signature Date	06/11/2024
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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2024–25 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	06/28/2023
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Veronica Rauschenberger
Authorized Representative's Title	Executive Director of Education & Innovation

*****Warning*****

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2024–25 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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9.13



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.13 Contract with MICOP for Mixteco Translation and Outreach Services 2024-2025 School Year
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	173,375.00
Budgeted	Yes
Budget Source	LCAP - 50% and ELOP - 50% funding
Recommended Action	Staff recommends board approval of the 2024-2025 MICOP contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

The Mixteco Indigena Community Organizing Project (MICOP) has continued to provide the Rio School District with translation and outreach services to the Mixteco community. These services include but are not limited to translation services for IEPs, translation of community information meetings, broadcasting district information via Mixtec language radio, assisting families with registration and form completion, technology assistance, home visits, in-class student support, etc.

The 2.0 full time equivalents served the district's over 100 Mixtec-speaking students and their families throughout the year, working weekly in person to support families needs and answer questions in addition to regular outreach translation services.

We are revising this year's contract by modifying the two translators' hours. Their schedule will be 50% during regular school hours (paid with 50% LCAP-General Fund) and 50% in the after school program (paid with 50% ELOP funds).

[RSD MICOP 24-25 \(1\) contract.pdf \(402 KB\)](#)

[RSD + MICOP MOU Draft FY23-24 v2 \(1\).pdf \(292 KB\)](#)

Administrative Content

Executive Content

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AGREEMENT FOR CONTRACTOR/INDEPENDENT CONTRACTOR SERVICES

THIS AGREEMENT, made and entered into this day of June 30, 2024, by and between the **RIO SCHOOL DISTRICT, 1800 Solar Drive., OXNARD, CA 93030**, hereinafter referred to as the DISTRICT and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, hereinafter referred to as the CONTRACTOR.

WITNESSTH:

WHEREAS, the District is authorized by California Government Code, Section 53060 to contract with an independent contractor for the furnishing to the District special services to enhance curriculum in addition to and advice in financial, economic, legal, or administrative matters, if said contractor is specifically trained, experienced, and competent to render the special Contractor services set forth in this Agreement; and

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

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

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

1. **SCOPE OF WORK.** The contractor will hire and assign 2.0 full time equivalents to provide Mixteco interpretation services, outreach and resource and referral to the Mixteco families with students enrolled in the District, conduct parent/family education workshops, partner in community meetings and collaborate with District staff and programs including services related to the Educational Services Department.
2. **COMPENSATION AND TERM.** In consideration of the service to be rendered by the Contractor, the District agrees to pay at the rate of **\$45.67** per hour for 2 full-time Promotor(a)s, not to exceed **\$173,375.00** beginning on July 1, 2024 and ending on June 30, 2025. These dates may be changed by an amendment to this agreement signed by both parties.
3. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this Agreement, Contractor is an independent contractor and not an officer, agent, or employee of the District. The parties agree and understand that the Contractor is an independent contractor and not the agent or employee of the District and that no liability shall attach to the District by reason of entering into this Agreement.

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

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

5. **INDEMNIFICATION/HOLD HARMLESS.** Contractor also agrees to hold harmless and indemnify the District, its officers, agents employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities of the Contractor or those of any of its officers, agents or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all right of subrogation against the District.
6. **SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the District. The Contractor shall be as fully responsible to the District for the acts and omissions of his subcontracts, and of person either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.
7. **COPYRIGHT.** Contract hereby agrees that the District shall be the sole owner of the copyright for any publications, writing, materials or product developed by or as a result of this Agreement. Contractor shall maintain the confidentiality of any such material produced.
8. **ASSIGNMENT.** The parties agree that this Agreement may not be assigned in whole or in part, or any of its rights, obligations provisions, or conditions without the written consent of the District.
9. **COMPLIANCE WITH FINGERPRINT LAWS.** Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting requirements unless the district determines that the contracting entity will have limited contact with pupils.

_____ Contractor need not comply with fingerprint certification requirement.

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

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

RIO SCHOOL DISTRICT

Principal/Department Head Date

Assistant Superintendent for Business Services Date

Superintendent or designee Date

CONTRACTOR

Authorized Signature Date

Arcenio Lopez, Executive Director
Mixteco/Indigena Community Organizing Project
520 West 5th St.
Oxnard CA 93030

Tax ID # (required W-9 attachment)

Address

Phone Fax #

e-mail address

APPENDIX A – CERTIFICATION OF FINGERPRINTING

TO THE GOVERNING BOARD OF RIO SCHOOL DISTRICT AND THE DISTRICT ADMINISTRATORS IN CHARGE OF THIS AGREEMENT.

I. Identification of the Parties:

I, _____, am an individual contractor, consultant. to provide Mixteco interpretation services, outreach and resource and referral to the Mixteco families with students enrolled in the District, conduct parent/family education workshops, partner in community meetings and collaborate with District staff and programs including services related to the Educational Services Department, and I am aware of the requirements of Education Code section 45125.1.

II. Certifications

I make the following certifications under penalty of perjury:

A. I shall not begin to provide services to the District nor Shall I permit any of my employees or independent contractors to come in contact with pupils until the Department of Justice has ascertained that the person has not been convicted of a serious or violent felony as defined in Penal Code section 1192.7© and 667.5. (Education Code section 45125.1(e).)

B. I certify that I have reviewed the results of the fingerprinting information ascertained by the Department of Justice, and I certify that none of my employees or independent contractors, including myself, who may come in contact with pupils have been convicted of a felony as noted in paragraph A above. (Education Code section 45125.1(e).

C. I have attached to this certification a list of the names of my employees or independent contractors who may come in contact with pupils. (Education Code section 45125.1 (f).)

I declare under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Dated: _____, 2024 at _____ (City) California.

Signature



Mixteco/Indígena Community Organizing Project

505 S. A ST., OXNARD, CA 93030
TEL: 805 247-1188; FAX: 805 483-1145
www.mixteco.org

Monday, June 17, 2024

BOARD OF DIRECTORS

MONICA FAIRWELL
PRESIDENT

RAFAEL VASQUEZ
VICE-PRESIDENT

ISRAEL VASQUEZ
TREASURER

ARTURO LOPEZ
CO-SECRETARY

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JENNY LÓPEZ

SUSANA LÓPEZ

EXECUTIVE DIRECTOR
ARCENIO J. LÓPEZ

ASSOCIATE DIRECTOR
GENEVIEVE FLORES-HARO

THIS Memorandum of Understanding, made and entered into this day of June 30, 2024, by and between the **RIO SCHOOL DISTRICT, 1800 Solar Drive., OXNARD, CA 93030**, hereinafter referred to as the **DISTRICT** and **MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT**, hereinafter referred to as the **CONTRACTOR**.

The District and Contractor have agreed to the following terms and conditions as they pertain to the successful implementation of the PUENTES Contract. As outlined below, the District and the Contractor shall agree to work together to ensure the implementation and execution of this contract, specifically:

- The Contractor will hire and assign 2.0 full-time equivalents to provide Mixteco interpretation services, outreach, resources, and referrals to Mixteco families with students enrolled in the District, conduct parent/family education workshops, partner in community meetings, and collaborate with District staff and programs, including activities related to the Educational Services Department. These positions will be for 12 months.
 - 2 full-time equivalents will be co-located at District sites. In the event of a District holiday, MICOP staff will work their regular hours at the MICOP offices in Oxnard. The District understands that MICOP is closed during the last two weeks in December, during which time the 2 full-time equivalents will not be working.
 - MICOP observes the following federal holidays:
 - New Year's Day
 - Birthday of Martin Luther King, Jr.
 - Washington's Birthday
 - Memorial Day
 - Juneteenth National Independence Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
 - MICOP staff also receive a floating holiday for their birthday.
 - Contractor's 2 full-time equivalents will work no more than 8 hours during a given workday.
 - Should the District require the Contractor to work overtime (OT), the request will be made in writing from the District to the Contractor.
 - Contractor's 2 full-time equivalents will have a flexible schedule, as District events are sometimes in the evenings or on weekends.
 - Mixteco families served under this contract must have a nexus with the District.

- Employees contracted to the District shall be permitted to attend mandatory events, training sessions or other assignments as facilitated by MICOP. It is understood that attendance at such events is crucial for maintaining proficiency and compliance with MICOP's standards and regulations. The District will not be billed for these hours.
- The District and the Contractor have agreed to meet quarterly during the contract period to discuss successes, challenges, and opportunities for improvement.

9.14



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.14 Approval of the Contract with Amergis to Provide Additional Summer School Nurse Support
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	56,000.00
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of Amergis contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Due to a shortage of qualified, Registered School Nurses (RN) applying directly for district-employed positions and to assist and support the medical needs of students in the general education setting or students with Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting board approval to enter into a contract with Amergis Healthcare Staffing to provide full time and/or part-time RN and Licensed Vocational Nurses (LVN) to deliver direct or indirect services to students in the general education setting and students with IEPs for Extended School Year (ESY) in July 2024 or until a qualified district hired RN or LVN is available to execute services.

The contracted staff from Amergis Healthcare Staffing will be held to the same standard as district employees and will provide direct and indirect services (e.g. training to staff, medical procedures, etc.) to students who attend Rio's summer school programs (one at Rio del Sol and one at Rio Real) during the summer of 2024.

[Amergis Contract 24_25 \(1\).pdf \(1,728 KB\)](#)

Administrative Content

Executive Content

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This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** May 13, 2024, by and between **Rio School District** located at 1800 Solar Drive Oxnard, CA 93030, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road, San Luis Obispo, CA 93401 referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in California and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

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



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

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Week”, pursuant to Section 6.1, **“Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "Change Request"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern



for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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: mrugerio@rioschools.org
 Invoicing Contact: Mari Rugerio
 Invoicing Address: 1800 Solar Drive, Oxnard, CA 93030

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate



Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) **Sunburst.** Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis' subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) **Locum Tenens division.** Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amergis/Customer Information.** 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Amalgis/Customer Partnership.** From time to time, Amalgis 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 Amalgis may disclose the partnership between Amalgis 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 Amalgis /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 Amalgis receives student information, which may include student financial or medical information (collectively "Student Information"), Amalgis shall not disclose any Student 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, Amalgis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amalgis 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 Amergis is provided access to students' records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis' contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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

1800 Solar Drive
Oxnard, CA 9303
ATTN: Erika Johnson

Amergis Healthcare Staffing, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

ATTN: Contracts Department

Email copy to: contracts@amergis.com

COPY TO:
Amergis Healthcare Staffing, Inc.

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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

RIO SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment “B”. Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	\$130
BCaBA	\$90
Behavioral Technician	\$52
LVN	\$70
Para educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110
COTA	\$70
RN	\$90-110
School Psychologist	\$130
SLP	\$105-120
SLPA	\$90
Social Worker	\$100-115



SPED Teacher	\$92
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*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

- 6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
- 7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
- 8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
- 9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
- 10. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
- 11. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
ALL WORK SITES		

- 13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:



Work Site Name	Address	Work Site Invoice Contact
ALL WORK SITES		

- 14. Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 15. On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 16. Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") Effective Date 2024-05-20, by and between Rio School District and Amergis, the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Amergis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Rosalba Camarillo, LVN
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	July 8, 2024
Assignment End Date:	August 2, 2024
Guaranteed Weekly Hours/Schedule:	8 hours a day (8:30am-5pm with 30 min. unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$70 per hour
Overtime and Holiday Rates:	\$105 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

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- 1. **General.** 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:	April Nickerson, RN
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (7:30am-4pm 30 min. unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

3. **Assignment Specific Details:**

Base Bill Rate:	\$100 per hour
Overtime and Holiday Rates:	\$150 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

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- 1. **General.** 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:	Lauren Molinaro, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min. unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") Effective Date 2024-05-20, by and between Rio School District and Amergis, the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Amergis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Aleighta Jones, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") **Effective Date 2024-05-20**, by and between Rio School District and Amalgis, the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Amalgis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Mary "Emmy" Davis, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*

9.15



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.15 Approval of 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 in each single school plan for fiscal impact)
Recommended Action	Staff recommends board approval of the Single Plan for Student Achievement/School-wide plans for the 2024-2025 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. ED Section 64001 (d)

[2024_School_Plan_for_Student_Achievement_Rio_Del_Mar_Elementary_School_20240528 \(2\) \(3\) \(1\).pdf \(561 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_del_Sol_Elementary_School_20240531 \(3\) \(1\).pdf \(889 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Del_Valle_Middle_School_20240531 \(3\) \(1\).pdf \(557 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Lindo_Elementary_School_20240531 \(1\) \(1\).pdf \(539 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Real_Elementary_School_20240531 \(1\) \(1\).pdf \(773 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Rosales_Elementary_School_20240531 \(1\) \(1\).pdf \(567 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Vista_Middle_School_20240531 \(1\) \(1\).pdf \(584 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Del_Norte_Elementary_School_final.pdf \(538 KB\)](#)

[2024_School_Plan_for_Student_Achievement_Rio_Plaza_Elementary_School_.pdf \(632 KB\)](#)

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.

9.16



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.16 Child Development Resources (CDR) Agreement Renewal
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Budget Source	Not applicable
Recommended Action	Staff recommends board approval of CDR renewal agreement.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Child Development Resources makes preschool available to children living within the boundaries of the Rio School District, which allows for the social and academic preparation of students who may enroll in the Rio School District. CDR is the Rio community's local Head Start provider. Head Start promotes school readiness by enhancing the physical, social, and cognitive development of children through educational, health, nutritional, social, and other services. It also recognizes the important role of parents, encouraging them to participate in a variety of activities and experiences that support and foster their children's development and learning, and helping them to progress toward their educational, literacy, and employment goals.

District will rent to CDR the premises at Rio Plaza School and Rio Rosales School to occupy as Head Start/State Preschool classrooms. One classroom of 20 students for each school during the 2024-2025 school year.

[CDR Rio School District Lease_ FY2024-25 \(1\).pdf \(263 KB\)](#)

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 executed on the 1st day of July 2024 by and between Rio School District hereinafter called DISTRICT and Child Development Resources of Ventura County, Inc. hereinafter called CDR.

OFFER TO RENT

DISTRICT hereby rents to CDR, subject to the following terms and conditions of this Agreement, the premises at the Rio Plaza Elementary School and Rio Rosales Elementary School in Oxnard, CA to occupy as Head Start/State Preschool classrooms and for no other purpose.

TERM

The term of this agreement shall be for twelve (12) months beginning July 1, 2024, and ending on June 30, 2025, and can be extended for two (2) additional periods running July through June, if parties mutually agree and classroom space is available.

USE

CDR shall use the leased space for the purpose of a Head Start/State Preschool Program and uses incidental thereto. Such use shall be conducted in a manner that does not disrupt the DISTRICT's existing activities on the premises.

TERMINATION OF LEASE

The lease runs for the full term as specified above. The only exception is in the event classroom space is no longer available. Either party shall notify the other in writing at least 30 days prior to vacating the premises, or in the case of the DISTRICT if the classroom is no longer available.

RENT

CDR shall pay to the DISTRICT the total for rent for the lease term of **One dollar (\$1.00) per year payable annually on or before August 1, 2024.** The difference between the actual value of the property and the \$1.00 rent will be used as an In-Kind donation. The Rio School District will provide CDR with a value statement indicating the actual value of the classroom being utilized.

FACILITIES AND CUSTODIAL COST.

CDR will contract and/or provide its own custodial services. The DISTRICT will not bill CDR for expenses to help cover facilities and custodial costs incurred by the District.

POSSESSION

CDR has examined and knows the condition of the property and by taking possession acknowledges that they have received the same in good order and condition except as herein otherwise stated.

RIGHT OF ENTRY

DISTRICT shall have the right to enter the classroom at any time in order to inspect the premises, make necessary repairs, alterations, or improvements, to supply services as agreed or for any reasonable purpose.

MAINTENANCE, REPAIRS OR ALTERATIONS

CDR may not make any alterations to the leased premises without the consent in writing of the DISTRICT. DISTRICT will provide maintenance services when needed while the Head Start/State Preschool is operational at the school sites mentioned above.

When scheduling work to be completed on Lessor's campuses, especially during District vacation or non-school days, The Lessor must notify CDR of any possible interruption of calendar days for CDR's programs. CDR is required to provide services for an established number of days per year. Proper notice must be given to parents to find alternative care for their children.

OPERATION ON NON-SCHOOL DAYS

As indicated in the facilities and custodial cost, CDR will contract and/or provide its own custodial services. Therefore, it will not incur the cost for facilities support that is requested on non-Rio School District classified contract days, weekends and Rio School District Board approved holidays and non-school days.

INDEMNIFICATION

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

COVENANTS

The covenants and conditions herein contained shall apply to and bind the legal representatives and assigns of the parties hereto, and all covenants are to be construed as conditions of the Agreement.

OCCUPANTS

CDR agrees to provide qualified bilingual (Spanish/English) instructional staff to serve a minimum of 40 children in an extended day program (6 Hours). The facilities will be used Monday through Friday, except on Holidays.

NOTICES

Any notice which either party may require to give may be given by mailing the same, by registered mail to the addresses set forth following the signatures.

SPECIAL PROVISIONS

See the attached Memorandum of Understanding between CDR and the DISTRICT dated _____, which defines the terms and conditions of this agreement.

ENTIRE AGREEMENT

The terms and conditions of the Agreement, together with the MOU are the entire agreement and understanding of the parties. BOTH PARTIES acknowledge that they have read this Agreement and understand its provisions and agree to occupy said premises under the terms of the Agreement. In witness, the parties have executed this agreement on the day and year written below:

Lessor:

John D. Puglisi, Ph.D., Superintendent

Date

Rio School District

1800 Solar Dr.
Oxnard, CA 93030

Lessee:



Jack Hinojosa, Chief Executive Officer

6/4/2024
Date

**Child Development Resources of Ventura County, Inc.
Head Start/State Preschool Program**

221 Ventura Boulevard
Oxnard, CA 93036-0277

**Memorandum of Understanding between
Rio School District and
Child Development Resources of Ventura County, Inc. Head Start/State Preschool**

This Memorandum of Understanding (MOU) explains and confirms the agreement between Rio School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool program. These agencies agree to collaborate in the development and implementation of Head Start/State Preschool classes in the Rio School District.

Memorandum of Understanding Purpose:

This Memorandum of Understanding is to confirm an effective and collaborative working relationship between the parties named above. The purpose of this collaborative partnership will be to provide preschool educational services to eligible children who reside within the boundaries of the Rio School District. The Rio School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program will work cooperatively to administer preschool age programs to serve children whose parents reside within the boundaries of these elementary schools.

Memorandum of Understanding Timeline:

This Memorandum of Understanding will be in effect from July 1, 2024 through June 30, 2025, and can be extended for two (2) additional periods running July thru June, if parties mutually agree and classroom space is available for use by Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program.

Memorandum of Understanding Agreement and Description of Services:

The Rio School District agrees to:

1. Provide classroom space at Rio Plaza Elementary School (1) and Rio Rosales Elementary School (1) to house a Head Start federally funded program and/or a State Preschool Funded Program, which will serve a minimum of 40 preschool age children in an extended day program (6 hours).
2. Notify CDR when a facility is locked down for security purposes or if utilities need to be turned off, as a result of an emergency, so that our staff can contact the families of our students in a timely manner.
3. Provide space for evening monthly parent involvement activities such as parent meetings and educational workshops for parents.

**Memorandum of Understanding between
Rio School District and
Child Development Resources of Ventura County, Inc. Head Start/State Preschool**

4. Provide Meals and/or Meal Supplements according to USDA National School Lunch Program (NSLP) and National School Breakfast Program (NSBP) Guidelines for preschool age students enrolled in the Head Start/State Preschool Programs at the school sites mentioned above.
5. Collaborate with Child Development Resources staff to provide special education services on Rio campuses to students with IEPs enrolled in CDR programs.
6. Participate in collaborative decisions with Child Development Resources of Ventura County, Inc. Head Start/State Preschool in the administration and implementation of the Head Start/State Preschool Program, when applicable.
7. In conjunction with the registration of preschool students in the student information system, the Rio School District will:
 - Provide any necessary training in the student information software
 - Enter basic student information in the district attendance database
 - Keep all information collected confidential.
 - Provide School Identification numbers and State Identification numbers for each student.
 - Share outcome information for statistical purposes to CDR upon request.
 - Ensure that all classrooms are set up with the necessary phone lines and computer access to utilize the student information software as required by Rio School District.

Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program agrees to:

1. Operate and administer a Head Start federally funded and/or State Funded Preschool Program, which will serve a minimum of 60 preschool age children in an extended day program (6 hours), at Rio Plaza Elementary School and Rio Rosales Elementary School.
2. CDR will contract and/or provide its own custodial services. The DISTRICT will not bill CDR for expenses to help cover facilities and custodial costs incurred.
3. Provide bilingual/bicultural teaching staff to provide preschool services to the children attending the Head Start/State Preschool Program offered at the above-mentioned schools.
4. In good faith CDR will recruit enrollment from residents living in the Rio School District boundaries followed by residents living outside the district.

**Memorandum of Understanding between
Rio School District and
Child Development Resources of Ventura County, Inc. Head Start/State Preschool**

5. Provide children enrolled in the Head Start/State Preschool Program at the above-mentioned schools with a learning environment and varied activities that will help them develop socially, emotionally, intellectually, and physically in a manner to their stage of development toward an overall goal of social competence and school readiness.
6. Work cooperatively with the staff at Rio School District and at each school site to ensure and enhance the continuity of children and address transition needs of families and children as they move from the Head Start/State Preschool Program to public education.
7. Participate with partnership agencies to collect, disseminate, and share any necessary data and/or information for the administration and evaluation of the Head Start/State Preschool Program.
8. Participate in the registration, attendance, and data collection of preschool students into the Rio School District's student information system by doing the following:
 - Facilitate the parent's completion of the "Authorization to Share Information."
 - Facilitate the parent's completion of the "Preschool Participation Packet" with demographic information including: child's first, middle and last name, gender, ethnicity, home language, primary language, home address and birth place: city, state and country.
 - Authenticate child's given name with a birth certificate.
 - Maintain daily attendance in the on-line student information system.
 - Update weekly names of new enrollees and children who have dropped.
 - Provide one-page copies of the pre and post DRDP on all enrolled students. Results of additional assessment tools may be requested in the future.
 - Provide this enrollment and assessment data to the Rio Neighborhood for Learning in a timely manner.
9. Coordinate the setting up of the classroom spaces at the above-mentioned schools.
10. Retains exclusive rights and responsibilities over CDR employees.
CDR acknowledges the constant changes and updates relating to COVID-19 and will comply with any requests from the DISTRICT, to provide written COVID protocols, should COVID surge.

**Memorandum of Understanding between
Rio School District and
Child Development Resources of Ventura County, Inc. Head Start/State Preschool**

Either party, upon thirty (30) days written notice, and per the terms and conditions of the Subcontract Agreement between the Rio Elementary School District and Child Development Resources of Ventura County, Inc. Head Start/State Preschool Program, may cancel this Memorandum of Understanding.

Signed and executed this day of June 6, 2024.

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



Jack Hinojosa, Chief Executive Officer
**Child Development Resources of
Ventura County, Inc.**
Head Start/State Preschool Program
221 E. Ventura Boulevard
Oxnard, CA 93036-0277

9.17



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.17 Approval of Renewal Contract with ST Math / MIND Education for the 2024-2026 school years
Access	Public
Type	Action (Consent)
Preferred Date	Jun 26, 2024
Absolute Date	Jun 26, 2024
Fiscal Impact	Yes
Dollar Amount	196,000.00
Budgeted	Yes
Budget Source	LCFF/LCAP
Recommended Action	Staff recommends board approval of ST Math / MIND Education contract for the 2024-2026 school years.

Public Content

Speaker: Jarkko Myllari

Rationale: Annual renewal of ST Math site subscription licenses. This contract will give continued access to all school students, teachers, and administrators and extend it over the 2024-2026 school years.

It also includes 10 PD sessions.

[Rio Elementary- ST Math 24-25 & 25-26 Proposal and Quote.pdf \(3,231 KB\)](#)

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 28, 2024
Rio School District
1800 Solar Drive
Oxnard, CA 93030

Dear Ms. Shaw-Linder, Ms. Henggeler, Mr. Mylläri, Ms. Rauschenberger, and Mr. Hernandez,

Thank you for partnering with MIND Education, the creators of ST Math. MIND Education engages, motivates, and challenges students towards mathematical success through its mission to mathematically equip all students to solve the world's most challenging problems. We appreciate the opportunity to partner with Rio Del Norte, Rio Del Sol STEAM Academy, Rio Del Valle Middle School, Rio Plaza Elementary, Rio Real Elementary, Rio Rosales Elementary, to make a positive impact in your students' learning.

This proposal outlines a district-wide partnership with ST Math, adding Rio Del Mar Elementary, Rio Lindo Elementary, and Rio Vista Middle School, and strengthen instructional pedagogy through onsite training focused on Rio School District Core Curriculum and ST Alignment Resources (Bridges and Open Up), Teacher-Facilitated Student-Centered Puzzle Talks promoting academic discourse, and helping students increase their confidence as problem solvers and build a deep conceptual understanding of mathematics through targeted assignments.

We aspire to partner:

- To help all of your students develop the skills, mindsets, and attitudes necessary to transform the future.
- To build the capacity of your math educators to help instill in their students an appreciation for productive struggle, an appetite for challenge, and the will to succeed in math.
- To involve parents, after-school staff, and the community in discovering the joy of mathematics in the world around them.

Sincerely,

Annie McGavren
amcgavren@mindeducation.org
ST Math - MIND Education
Education Success Manager

Emily Young
eyoung@mindeducation.org
ST Math - MIND Education
Education Partnerships Manager

5281 California Ave., Ste. 300 • Irvine, California 92617

949.345.8700 | Toll Free: 888.751.5443 | Fax: 949.572.2680 | mindeducation.org | stmath.com



ST Math.
Created by MIND Education

MIND Education partners benefit from the findings provided by MIND Research Institute, Inc., a social impact organization specializing in education and neuroscience research dedicated to ensuring that all students are mathematically equipped to solve the world's most challenging problems. MIND Research Institute continues 25 years of trailblazing applied research in neuroscience, cognitive science, instructional design, implementation science, and program evaluation.



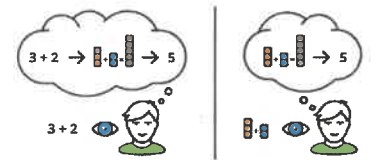
What is ST Math?

ST Math is a PreK-8 visual instructional program that leverages the brain's innate spatial-temporal reasoning skills to solve mathematical problems. It's unique, patented approach provides students with equitable access to learning through challenging puzzles, non-routine problem solving, and formative feedback. With ST Math, students build deep conceptual understanding and schools see proven, repeatable results.

ST Math Strengths

Spatial-Temporal Approach

- Students manipulate objects in space and time
- Teaches foundational concepts visually
- Students connect ideas to symbols, language, and robust discourse
- No language prerequisite; no grade level identifiers



Standards-Aligned

- 35,000 state standards-aligned puzzles
- Works alongside any curriculum implementation or teaching strategy
- Suggested use for math achievement gains: 60-90 minutes per week



Formative Feedback

- Animated formative feedback
- Displays mathematical consequences for each answer
- Forms and shapes student understanding
- Shows students the *why* behind their correct or incorrect answer



Deep Conceptual Understanding

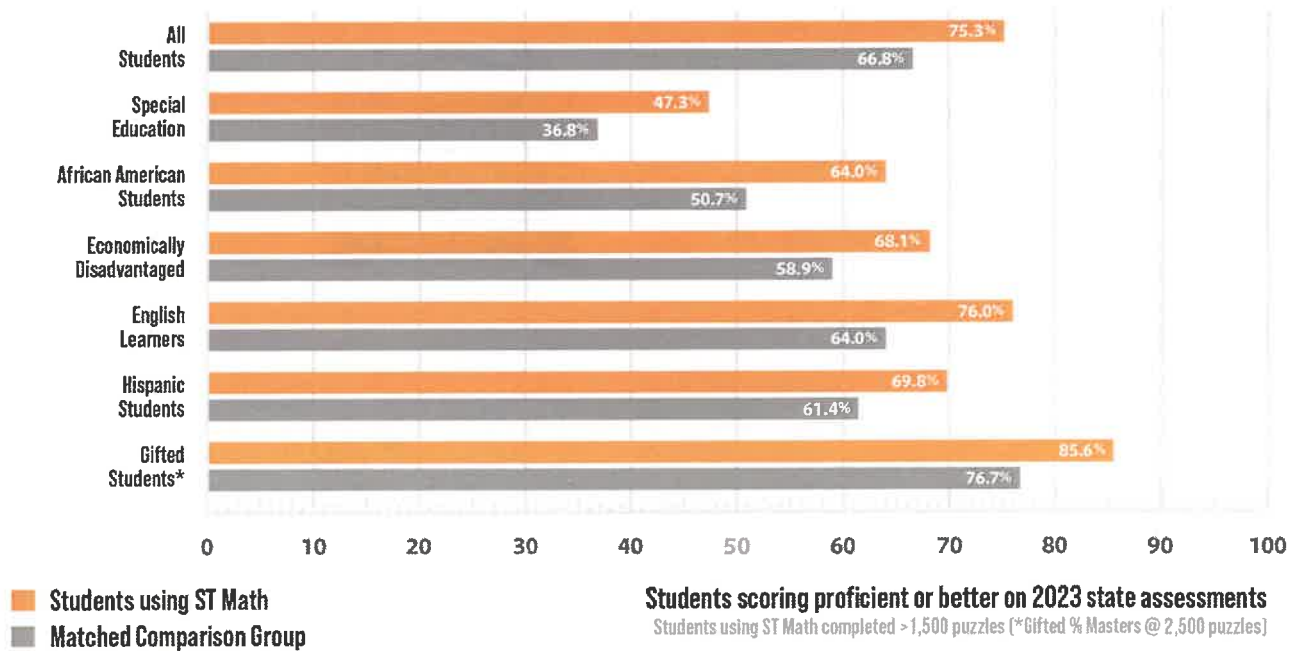
- Mastery based
- Personalized student journey
- Score of 100% required on each level before moving forward



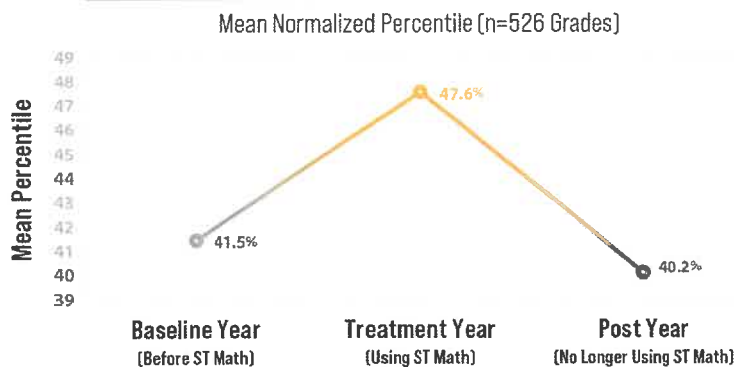
ST Math Impact

Our revolutionary visual approach to teaching math is proven to help all students in grades PreK–8 master foundational math concepts and close equity gaps. Our unique approach is based on gold-star neuroscience research and numerous efficacy studies across the country, with results that show the impact equity of our unconventional approach for all students' subgroups.

Students Across All Groups Who Use ST Math Have Higher State Scores



ST Math Outperforms Competition in the EdTech Market



There is no denying the significant improvement in grade-level performance when schools and districts implement ST Math in classrooms. The question is, would math scores drop when students stop using ST Math?

The answer: a resounding YES. (see chart to the left)



ST Math.
Created by MIND Education

Awards

//CODiE//

2023 Winner

- Best Learning Recovery Tool
- Best Mathematics Instructional Solution for Grades PK-8

2022 Finalist

- Best Learning Recovery Tool
- Best Customer Experience in EdTech

2021 Winner

- Best Foundational Mathematics Instructional Solution

2021 Finalist

- Best Customer Experience in EdTech
- Best Gamification in Learning



2023 Finalist

- Games for Learning/ Simulation Solution
- Math Solution

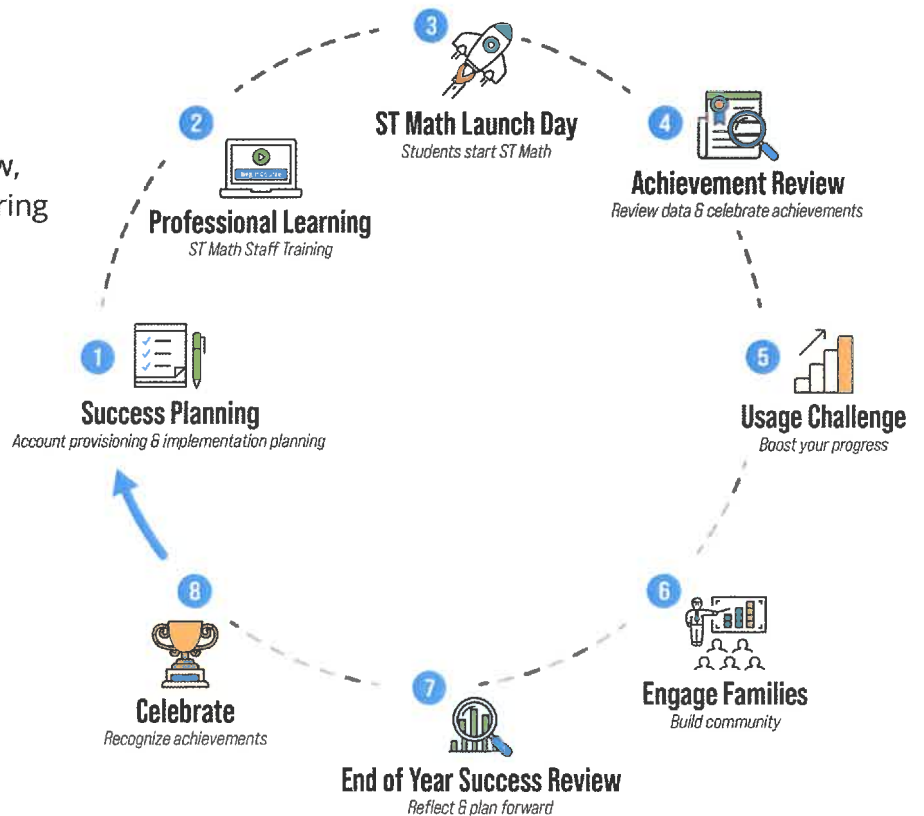


- Best STEM Solution



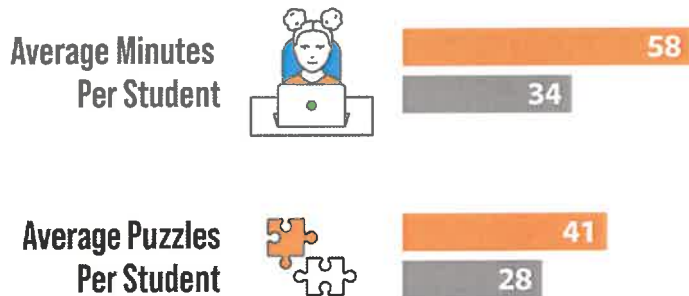
ST Math Implementation

Through the step-by-step journey below, your ST Math team will support you during the school year to set your ST Math implementation up for success.



Professional Learning

ST Math Professional Learning Impact



A national evaluation of schools leveraging ST Math’s professional learning saw a 30.29% increase in average weekly minutes per student and a 21.38% increase in average weekly puzzles per student compared to schools that didn’t receive ST Math PL.

■ Invested in Live PL ■ Did Not Invest in Live PL

Maximize your ST Math implementation by participating in our Professional Learning Curriculum. Our expert Professional Learning Specialists provide effective implementation strategies to ensure greater learning outcomes.

23/24 Completed ST Math Professional Learning

Group	Date	PL
Rio del Valle	10/5/23	Maximizing Implementation
Rio del Norte	10/18/23	ST Math Foundations
Rio del Norte	12/6/23	Monitoring & Supporting Students
Rio Rosales	12/6/23	Puzzle Talk Modeling
Rio Plaza	12/6/23	Puzzle Talk Modeling
Rio del Sol	12/12/23	Puzzle Talk Modeling
Rio Real	12/13/23	Puzzle Talk Modeling
District PD	1/17/24	Data Driven Instruction



ST Math.
Created by MIND Education

Available Programs

ST Math. Early Learning

PK-TK

A comprehensive math curriculum that meets the developmental needs and learning needs of the youngest students

ST Math. Elementary

K-6

A visual instructional program that is standards aligned and complements any core curriculum

ST Math. Summer Immersion

K-5

A summer school curriculum that accelerates math learning during the summer months

ST Math. Camp

K-5 (Adventure and Journey) | 1-8 (Game Design)

Three programs for use in after-school or summer school that build on student agency through design, games and discourse

ST Math. Tutoring

Powered by iM3 Teacher

1-8

A high-impact online math tutoring solution for school districts delivered by state-certified teachers

ST Math. Middle School

6-8

A standards-aligned visual instructional program that includes personalized content and embedded diagnostic assessment

ST Math. Gateway

6-8

A program organized around foundational number system concepts instead of grade levels to prepare students for success in middle school math

ST Math. Professional Learning

PK-8

A collection of services including in-person and online workshops, webinars, and coaching to empower educators

ST Math. Homeschool

PK-8

A standards-aligned curriculum for home use with facilitation resources for families

ST Math. Assessment Support Tool

2-8

An add-on tool that auto-assigns intervention content to students based on their assessment scores

For more information about any of these programs, visit stmath.com



	Solution	Total Price
1 Year Partnership 2024-2025	ST Math Site License for Nine (9) Schools	\$104,320
	Upgrade Ten (10) Virtual PD to Onsite	\$10,000
	MIND in Kind Discount	(-\$16,000)
Total Investment		\$98,320
Total / 5,330 Students		\$18.4 Per Pupil

	Solution	Annual	Total
2 Year Partnership 2024-2025 & 2025-2026	ST Math Site License for Nine (9) Schools	\$104,320	\$208,640
	Upgrade Ten (20) Virtual PD to Onsite	\$10,000	\$20,000
	Four (4) Family Math Webinars (English & Spanish)	\$2,000	\$4,000
	Seven (7) Family Math Nights (English & Spanish Materials)	\$7,000	\$14,000
	After-School Expanded Learning Staff (Champion Empowerment) One (1) Onsite Day and Four (4) Virtual Trainings	\$2,500	\$5,000
	MIND in Kind Discount	(-\$25,000)	(-\$50,000)
Total Annual Annualized Investment		\$100,820	
Total 2 Year Upfront Investment <i>*Includes added \$5,640 Discount</i>			\$196,000
Upfront Investment Total / 10,660 Students			\$18.3 Per Pupil

Notes

- Rio Del Sol STEAM Academy includes historic pricing retained during our 6+ year partnership.
 - Sites with \$12,000 pricing apply for our nonprofit MIND in Kind Donor Dollars purchasing as a district implementation with 3+ sites implementing ST Math.
 - Added MIND in Kind to support district-wide two year implementation supporting families and communities underwritten by MIND Education Nonprofit Social Impact Team.
 - Suggested use of ELOP funds for Site Licenses, with After School Expanded Learning Staff Trainings. ST Math is a: 'pupil centered, results driven, engaging learning experience that is complementing learning activities in the regular school day.'
- ([Language from CDE](#))



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

Created Date 5/28/2024
 Quote Number 00018499
 Expiration Date 9/1/2024
 Partnership Manager Annie McGavren
 Partnership Manager Email amcgavren@mindeducation.org
 Education Success Manager Holli Clark
 Education Success Manager Email hclark@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!

Bill To Name Rio Elementary - Rostered
 Bill To 2500 East Vineyard Avenue
 Oxnard, CA 93036
 United States

Ship To Name Rio Elementary - Rostered
 Ship To 2500 East Vineyard Avenue
 Oxnard, CA 93036
 United States

Product	Account	Quantity	Detail Description	Total Price
New ST Math Site Subscription (251+ Students)	Rio Del Mar Elementary School	1.00	2024-2025 New ST Math Site Subscription License for School with 251+ Students - Annual ST Math Software license for all students, teachers, and administrators - Two (2) Virtual Professional Learning Offerings - ST Math Implementation Support - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Del Mar 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 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Del Norte Elementary	2.00	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 ST Math Annual Service/Renewal Fee Includes:	USD 24,000.00

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Renewal/Annual Service - ST Math Student License	Rio Del Sol Steam Academy	1,600.00	<ul style="list-style-type: none"> - Renewal of ST Math Software License - Ongoing Minor Software Updates - Self-Guided Online Courses (Asynchronous via Web Browser) - Just-in-Time Live Webinars (Instructor-Lead via WebEx) - Technical Support during Standard Business Hours via Email or Phone - Weekly School Progress Reports Delivered via Email <p>Annual Renewal ST Math Site Subscription License:</p>	USD 16,640.00
Renew ST Math Site Subscription (251+ Students)	Rio Del Valle Middle School	2.00	<ul style="list-style-type: none"> - 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 <p>2024-2025 New ST Math Site Subscription License for School with 251+ Students</p>	USD 24,000.00
New ST Math Site Subscription (251+ Students)	Rio Lindo Elementary School	1.00	<ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators - Two (2) Virtual Professional Learning Offerings - ST Math Implementation Support - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>ST Math Site Subscription renewal includes:</p>	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Lindo Elementary School	1.00	<p>Annual Software License, One (1) Virtual PL Offering, Implementation Support, ST Math Academy On-demand PL, Embedded help and tutorials, Software Updates, and Tech Support</p> <p>Annual Renewal ST Math Site Subscription License:</p>	USD 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Plaza Elementary School	2.00	<ul style="list-style-type: none"> - 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 <p>Annual Renewal ST Math Site Subscription License:</p>	USD 24,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Real Elementary	2.00	<ul style="list-style-type: none"> - 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 <p>Annual Renewal ST Math Site Subscription License:</p>	USD 24,000.00

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Renew ST Math Site Subscription (251+ Students)	Rio Rosales School	2.00	<ul style="list-style-type: none"> - 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 <p>2024-2025 New ST Math Site Subscription License for School with 251+ Students</p>	USD 24,000.00
New ST Math Site Subscription (251+ Students)	Rio Vista Middle - RSD	1.00	<ul style="list-style-type: none"> - Annual ST Math Software license for all students, teachers, and administrators - Two (2) Virtual Professional Learning Offerings - ST Math Implementation Support - Access to ST Math Academy on-demand professional learning modules - Embedded program help and tutorials - Ongoing Minor Software Updates - Technical Support Via Email and/or Phone <p>Annual Renewal ST Math Site Subscription License:</p> <ul style="list-style-type: none"> - 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 12,000.00
Renew ST Math Site Subscription (251+ Students)	Rio Vista Middle - RSD	1.00	<ul style="list-style-type: none"> - 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 12,000.00
Upgrade to Onsite Professional Learning		20.00	<p>Upgrade to Onsite Professional Learning</p> <ul style="list-style-type: none"> - One (1) Session upgraded to be delivered onsite/in-person by MIND Professional Learning. <p>A Family and Community Engagement event that provides digital games, digital storybooks, and home connections for math learning activities. This onsite community event will be hosted by a MIND representative.</p>	USD 20,000.00
Family Engagement - Onsite		7.00	<p>Up to 3 hours</p> <p>Includes access to physical South of the Sahara games</p> <p>Includes access to digital games and storybooks</p> <p>Must be booked a minimum of 4 weeks in advance</p>	USD 14,000.00
Family Success Workshop - Virtual Delivery		4.00	<p>Family Success Workshop - Virtual Delivery</p> <p>Developing a strong family connection is important to the success of the school environment, and a healthy connection improves student outcomes.</p> <p>1 90-Minute Webinar</p>	USD 4,000.00
ST Math Champion Empowerment Program		1.00	<p>ST Math Champion Empowerment Program for After-School Staff</p> <ul style="list-style-type: none"> - Program that immerses Champions in specialized After-School ST Math product training and support - Includes One (1) Onsite Professional Learning Day - Includes Two (2) Virtual Champion Support Webinars per year 	USD 5,000.00
MIND in Kind		1.00	<ul style="list-style-type: none"> -Sites with \$12,000 pricing apply for our nonprofit MIND in Kind Donor Dollars purchasing as a district implementation with 3+ sites implementing ST Math. -Two Year Partnership support towards Family Math Engagement and After-School Staff Training -Additional \$5,640 Discount for 2-Year Upfront Investment *This offer of MIND in Kind support is contingent upon applicant's ability to adhere 	USD -55,640.00

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/>.

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to MIND Research Institute's School Grants Guidelines as described in program application*

Subtotal USD 196,000.00

Grand Total USD 196,000.00

****Total does not include any applicable sales tax. If you are not tax exempt the final invoice may include sales tax, depending upon your state and local tax regulations. If you are tax exempt, please send a copy of your tax exemption certificate to remittance@mindeducation.org in order to ensure that sales tax is not included on your final invoice.***

Start Date 7/1/2024
End Date 6/30/2025

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9.18



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.18 Approval of Contract renewal with FoodCorps service for the 2024/2025 school year.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	70,000.00
Budgeted	Yes
Budget Source	LCAP - \$57,000.00 / Child Nutrition - \$13,000.00
Recommended Action	Staff recommends that the FoodCorp's Service Site Agreement be approved for the 2024/2025 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 5 FoodCorps Service members for the 2024-2025 school year. This is the sixth 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 five FoodCorps Service members for the 2024/2025 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.

- Four 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: \$70,000

[FoodCorps Site Agreement.pdf \(1,037 KB\)](#)

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 Site Agreement

This 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**, which is a Public School District in the state of California, Tax ID: **95-600-2550**.

RECITALS

- A. FoodCorps works 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 national service to provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child.
- B. Site is a/an Public School District that desires to work 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 Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between 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 Site and FoodCorps.

2. Definitions

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

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

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

- 3.1.1 FoodCorps Requirements, Policies and Procedures. Site must comply with FoodCorps requirements, policies, and procedures included in the FoodCorps

Handbook. The FoodCorps Handbook is incorporated by reference into this Agreement. Site Supervisors will receive access to the FoodCorps Handbook during their supervisor training.

3.1.2 Prohibited Activities Rules. Site understands that the FoodCorps Handbook outlines the rules that prohibit the Site and FoodCorps AmeriCorps 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. 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 FoodCorps AmeriCorps Members understand and comply with the Prohibited Activities Rules.

3.1.3 Nondisplacement in Hiring. In conjunction with the Site Requirements, Site agrees that it will comply with the federal regulations duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Site shall not displace an employee, position, or volunteer (other than a FoodCorps AmeriCorps 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 Site's participation in the FoodCorps Program or Site's utilization of any FoodCorps AmeriCorps Member.

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

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

3.2.2 No part of the Site Fee may be raised by or through the efforts of a FoodCorps AmeriCorps Member.

3.2.3 Should a FoodCorps AmeriCorps Member exit 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 Site Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 Program Obligations. Site must comply with the obligations set forth in Exhibit C. Site is responsible for providing this Agreement, including Exhibit C and the FoodCorps Handbook to all staff who need to know and understand the contents of such agreements.

3.4 Additional Site Obligations. Site further agrees as follows:

3.4.1 Site is responsible for supervision and support of FoodCorps AmeriCorps Member(s) assigned to Site

3.4.2 It is the responsibility of Site to ensure that emails sent by FoodCorps whether sent directly by employees and agents or through Salesforce are designated as approved senders and that site supervisors receive such emails. In addition, it is the responsibility of Site to ensure that FoodCorps AmeriCorps Members have access to google.com, paylocity.com, concur.com, toolshed.foodcorps.org, and foodcorps.my.site.com and others as requested by FoodCorps from

computers at the Site as access is required in connection with their daily activities.

- 3.4.3 Site shall not make any offer or promise relating to an existing or potential FoodCorps AmeriCorps Member's compensation or benefits.
- 3.4.4 Site shall not employ, recommend for employment, or otherwise facilitate the employment of FoodCorps AmeriCorps Members for any commitment that would interfere with their full-time FoodCorps activities, or prior to 60 days from the end of the Term, as defined in their respective FoodCorps AmeriCorps Member contracts and in the FoodCorps Handbook.
- 3.4.5 Site must provide or ensure, as applicable, a safe and accessible work space for FoodCorps AmeriCorps Members including consistent access to a computer, phone, internet, printing and general office supplies, and storage space for program materials. This requirement also includes making every reasonable effort to ensure that the health and safety of FoodCorps AmeriCorps Members are protected during the performance of their assigned duties. Site may not assign or require FoodCorps AmeriCorps Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 3.4.6 Site agrees to complete the Site 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
- 3.4.7 Site will ensure that FoodCorps AmeriCorps Members are properly and fully oriented to any and all of their program environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the FoodCorps AmeriCorps Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. Site will also review the Site Plan (as defined in Exhibit A) with the FoodCorps AmeriCorps Member within the first quarter of the Term.
- 3.4.8 Site is responsible for and must properly supervise, control, and safeguard its premises, processes, or systems. To that end, Site agrees that it will not permit FoodCorps AmeriCorps 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 programming.
- 3.4.9 Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or program environment of the FoodCorps AmeriCorps Members, including but not limited to:
 - i. Any unusual incident, occurrence or event that involves the Site staff, volunteers or officers, or the FoodCorps AmeriCorps Member, including but not limited to, the death or serious injury of any Site staff or FoodCorps AmeriCorps Member; the arrest of any Site staff or FoodCorps AmeriCorps Member; possible criminal activity on the part of any Site staff or FoodCorps AmeriCorps Member; destruction of

property by any Site staff or FoodCorps AmeriCorps Member; significant damage to the physical facilities of the Site; or other matters of a similarly serious nature; and

- ii. Any circumstance in which the FoodCorps AmeriCorps Member will not report to their school or site for more than five regularly scheduled days. These circumstances could include illness, injury, or requests for time off.
- iii. Site personnel changes that result in a new staff member being appointed as Site supervisor or school advisor.

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

- 4.1 The parties acknowledge and agree that FoodCorps AmeriCorps Members are not employees or agents or independent contractors of FoodCorps or Site. FoodCorps AmeriCorps Members are a separate federal designation – AmeriCorps volunteers.
- 4.2 Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize 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 Site or otherwise.
- 4.3 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Site's administration of the Program within the FoodCorps State confers no rights onto Site with respect to the Program or FoodCorps' intellectual property other than those expressly granted in this Agreement.
- 4.4 FoodCorps' ability to operate the Program, and its ability to provide FoodCorps AmeriCorps Members to serve in the FoodCorps State, is dependent on the levels at which AmeriCorps funds FoodCorps as an AmeriCorps program and continues FoodCorps' corresponding grant, and on FoodCorps' receipt of funding from sources other than AmeriCorps. Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps' control, and that such funding may affect the number or placement of FoodCorps AmeriCorps Members within the FoodCorps State. Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of FoodCorps AmeriCorps Members regardless of targets or (b) replacement of FoodCorps AmeriCorps Members who are suspended or terminated or who resign.
- 4.5 Site may conduct fundraising activities to support the Site Fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc.). Prior to commencing any fundraising activities related to the Site Fee in which Site intends to raise \$1,000 or more, Site must notify FoodCorps in advance of launching such fundraising activities.
- 4.6 FoodCorps welcomes advice and suggestions from 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 FoodCorps AmeriCorps Members serving in the FoodCorps State complete their Terms (the "Completion Date"); provided, however, that FoodCorps and Site may mutually agree on an earlier Completion Date in the event that a particular FoodCorps AmeriCorps Member's Term is exceptionally long as a result of the suspension of their Term for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 **Extension of Term.** In the event any one or more FoodCorps AmeriCorps Members under the Site's direction do not complete their required number of hours (as specified in the FoodCorps AmeriCorps Member Contract) by the term End Date, this Agreement shall remain in effect until all FoodCorps AmeriCorps Members have completed their required number of hours or have formally withdrawn or been released from the program.
- 5.3 **Mutual Agreement.** 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 **Site Breach.** If 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 Site on notice of such violation and Site agrees to work diligently to reconcile the violation. Should Site fail to cure the violation within seven 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, 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 FoodCorps AmeriCorps Member leaves before the End Date, FoodCorps will reimburse Site a pro rate portion of the Site Fee at a rate based on the date of exit and the amount of hours reported (outlined in detail in the FoodCorps Handbook) as long as neither negligence on the part of Site or violations by Site of its obligations under this Agreement are the reasons for the exit by FoodCorps AmeriCorps Member.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of 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 Site.

6. Recordkeeping and Reporting

- 6.1 Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and FoodCorps AmeriCorps Members ("Records"). 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. 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 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 Site; and all employees of Site are and shall be employees of 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 or 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 FoodCorps AmeriCorps 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 the start of the Term.

Any additional background or health checks required of FoodCorps AmeriCorps Members by the Site must be facilitated and paid for by the 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 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 (c) 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 9.
- 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 X

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 Site's operations and activities, including oversight of the FoodCorps Program. Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all FoodCorps AmeriCorps Members serving at the Site.

Option B: Check to select

Site 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 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, 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 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 Site in this Agreement. 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

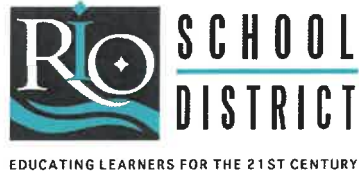
- 11.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any 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. 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 programming and the program 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.

SITE	FOODCORPS:
Rio School District	FoodCorps, Inc.
Signature _____	Signature _____
Print Name _____	Print Name <u>Brendon Bassett</u>
Title _____	Title <u>Western Regional Director</u>
Date _____	Date _____



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.19 Addendum to Boys and Girls Club Summer Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	90,787.28
Budgeted	Yes
Budget Source	Expanded Learning Opportunities Program (ELOP)
Recommended Action	Staff recommends board approval of the addendum to the BGCOP summer contract.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:

Due to increase in student enrollment in all summer sessions, there is a need to increase the number of Explore staff members.

The total monetary difference is \$90,787.28. The original approved amount was \$421,488. The new actual amount is \$512,275.28

[2024-2025 Rio School District Summer ASES-ELOP Budget - draft 9 by sessions.pdf \(466 KB\)](#)

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 Expanded Learning Summer Budget 8 Sites 2024-2025 6/24/24-8/9/24 (8 weeks)
Boys and Girls Clubs of Greater Oxnard and Port Hueneme**

	Budget Line Items	Amount Budgeted
Series 1000		\$0
CERTIFICATED PERSONNEL SALARIES		\$0
TOTAL		
Series 2000	<p><u>After School Program Director (ASPD): 1 x \$30 per hour x 8 hours per day (8:00am – 5:00pm) x 33 days = \$7,920 for Summer break 6/24/24-8/9/24</u></p> <p>Session 1 6/24/24-7/3/24 (8 days)</p> <p><u>After School Program Leads (ASPL): 8 x \$26 per hour x 8 hours per day (8:00am – 5:00pm) x 8 days = \$54,912 for Summer break 6/24/24-8/9/24</u></p> <p><u>Youth Development Specialists (YDS): 33 x \$22 per hour x 8 hours per day (8:00am – 5:00pm) x 8 days = \$46,464 for Summer break 6/24/24-8/9/24</u></p> <p><u>Youth Development Specialists (YDS): 17 x \$22 per hour x 6 hours per day (8:00am – 2:00pm) x 8 days = \$17,952 for Summer break 6/24/24-8/9/24</u></p> <p>Session 2 7/8/24-8/2/24 (20 Days)</p> <p><u>Youth Development Specialists (YDS): 39 x \$22 per hour x 8 hours per day (8:00am – 5:00pm) x 20 days = \$137,280 for Summer break 6/24/24-8/9/24</u></p> <p><u>Youth Development Specialists (YDS): 14 x \$22 per hour x 6 hours per day (8:00am – 2:00pm) x 20 days = \$36,960 for Summer break 6/24/24-8/9/24</u></p> <p>Session 3 8/5/24-8/9/24 (5 Days)</p> <p><u>Youth Development Specialists (YDS): 25 x \$22 per hour x 8 hours per day (8:00am – 5:30pm) x 5 days = \$22,000 for Summer break 8/5/24-8/9/24</u></p> <p><u>Youth Development Specialists (YDS): 10 x \$22 per hour x 6 hours per day (8:00am – 2:00pm) x 5 days = \$6,600 for Summer break 8/5/24-8/9/24</u></p>	<p>\$7,920</p> <p>\$54,912</p> <p>\$46,464</p> <p>\$17,952</p> <p>\$137,280</p> <p>\$36,960</p> <p>\$22,000</p> <p>\$6,600</p>

	<u>Youth Development Specialists (YDS):</u> 9 x \$22 per hour x 6 hours per day (11:00pm – 5:00pm) to break staff x 33 days = \$39,204 for Summer break 6/24/24-8/9/24	\$39,204
CLASSIFIED PERSONNEL SALARIES TOTAL		\$369,292.00
SERIES 3000	<u>After School Program Director (ASPD):</u> 27% x \$7,920 for employer paid costs (work's comp, taxes, medical, unemployment)	\$2,138.40
	<u>After School Program Leads (ASPLs):</u> 20% x \$54,912 for employer paid costs (work's comp, taxes, medical, unemployment)	\$10,982.40
	<u>Youth Development Specialists:</u> 20% x \$306,460 for employer paid costs (worker's comp, taxes, medical, unemployment)	\$61,292.00
EMPLOYEE BENEFITS TOTAL		\$74,412.80
SERIES 4000	Instructional Resources & supplies provided by BGC \$0 per youth for 0 youth = \$0	\$0
	Cell Phone and Wireless Card	\$0
BOOKS AND SUPPLIES TOTAL		\$0
SERIES 5000	Transportation for Field Trips	\$0
	Professional Development 20 hours of training for 50 staff	\$22,000
	BGCOP operating expenses	\$46,570.48
SERVICES AND OTHER OPERATING EXPENSES TOTAL		\$68,570.48
SUBTOTAL FOR SERIES 1000-5999		\$512,275.28
SERIES 6000		\$0
EQUIPMENT AND EQUIPMENT REPLACEMENT TOTAL		\$0
Indirect Costs 7000	Indirect costs may not exceed the grantee's restricted indirect cost rate (ICR), or 5%, whichever is less. Programs may expend up to 15% of annual funding on administrative costs. Total Series 1000-5999 = \$112,500 x ICR 5% = \$5,625	\$0
SUBTOTAL SERIES 1000-5999 INCLUDING INDIRECT COSTS		\$512,275.28
GRAND TOTAL		\$512,275.28

9.20



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.20 Amendment to the Pioneer Healthcare Services Contract
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	113,924.81
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of amendment.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

The original contract with Pioneer Healthcare for the 2023/2024 school year was approved on June 21, 2023 in the amount of 204,000.00. Due to an increase in services required, staff is requesting an additional 113,924.81 to cover the costs of services through June 30, 2024.

[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: _____

9.21



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.21 Amendment to the VCOE Contract for OT services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	66,504.07
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of amendment.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

The original contract was approved in February 2023 for \$74,495.93. Attached is an addendum for an additional \$66,405.07 to pay for OT services rendered to students per their IEP for the remainder of the 23-24 school year.

[VCOEOTAdden062624.pdf \(262 KB\)](#)

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

SELPA 24-022
V. 001195

This Services Agreement (the "Agreement") is made and entered into 02/03/2023 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 Dr
Street Address
Oxnard, CA 93030
City, State, Zip code

Erika Johnson
Contact Name
805-485-3111
Contact Telephone Number
ejohnson@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.

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.

Inter-District Agreement for Services

- 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

VCOE Department Administrator	 VCOE Signature	4/25/23 Date
<i>Lisa Cline</i>	<i>Lisa Cline</i>	5-11-23
VCOE Executive Director Internal Business Services	VCOE Signature	Date

Local Educational Agency Approval

 LEA Business Office Administrator	 Signature	3.6.23 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).

Estimated Compensation or Cost for Services (see below)	\$ 74,495.93
Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

The SELPA provides School-Based Occupational Therapy Services provided by an Occupational Therapist (OT) or Certified Occupational Therapy Assistant (COTA). SELPA OTs and COTAs are classified employees of the Ventura County Office of Education (VCOE).

Services may include:

Part C - (0-2 year olds)
 - Direct services to infants and toddlers with solely low incidence disabilities
 - Consultation to other eligible infants and toddlers

Part B - (3- 22 year olds)
 - Assessments, classroom lessons, consultations, direct services for preschool and older

SELPA Occupational Therapist and C Specialists and District Administrator will work together to develop a schedule of duties to best meet the District's needs. SELPA Specialists will be accountable to the District for carrying out these duties and will provide a monthly schedule to district upon request.

Part B services are provided for students ages 3-22 as needed to participating districts and billed based on a proportionate share of use. The cost is billed twice a year and covers salary, benefits, mileage, cell phone, equipment, staff development, and indirect costs. Curricular supplies needed for a specific class or student must be funded by the district.

Please advise your business office that the Ventura County Office of Education will be billing for OT and COTA services provided by Ventura County SELPA for the 2023-2024 school year. The estimated amounts is noted above. The final amount could change slightly based on students enrolling/leaving or changes in IEP services. The final bill will come after the close of the school year, before the 2022-2023 financial books are closed.

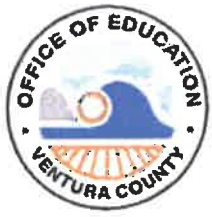
*The Part C services are paid for by our Early Start Grant, to our four participating Infant districts at 4 hours per week. If you have a student in one of the provider district's Early Start Program, services will be provided at no cost to your district.

WORK SCHEDULE (if applicable):

The District will be responsible for costs for all regularly scheduled times, regardless of whether or not direct services are provided. Prior authorization by District Administrator must be obtained if extra overtime hours are necessary in order to accomplish duties requested by the District. Overtime hours will be accrued as compensation time at 1 ½ hours per hour.

Acceptable reasons for not providing regularly scheduled services to students may be District request for other duties (such as assessments or IEP meetings), student absence or unavailability, staff vacations, compensation time, and sick leave or in-service.

The SELPA Director will work with SELPA Specialists to schedule compensation time, vacations, and other employee absences to result in minimal disruption of services to students, absorbed as equally as possible by all Districts within the Specialist's schedule. The SELPA Director will provide supervision to staff.



ADDENDUM TO CONTRACT

District: Rio School District

Contract Number: SELPA24-022A

Contract Period: July 1, 2023 – June 30, 2024

Effective Date of Addendum: January 19, 2024

ADDENDUM TO REFLECT UPDATED CONTRACT SERVICES TO THE FOLLOWING:

This is an addendum to the total costs of OT/COTA Services being provided by VCOE to the District.

Original contract estimated amount: \$74,495.93

Amount of estimated increase: \$ 66,504.07

New contract estimated amount: \$ 141,000.00

All other original terms and conditions of the contract remain the same.

Executive Director, SELPA

Dated: 1/24/24

Executive Director, Internal Business Services

Dated: 2-5-24

Signature – District Special Education Department

Dated: _____

Signature – District Fiscal Department

Dated: _____

9.22



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.22 Contract with Pioneer Healthcare Services to Provide Additional Speech and Language Pathologists and Occupational Therapists FY 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	455,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the Pioneer Healthcare Services to Provide Additional Speech and Language Pathologists and Occupational Therapists FY 2024/2025.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Occupational Therapists (OT) and Speech-Language Pathologists (SLP) applying directly for district-employed positions and 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 contract full-time or part-time OTs and SLPs (in-person or virtual) for the 2024-2025 school year including Extended School Year Services provided in July 2024 with Pioneer Healthcare Services to deliver OT or speech/language services until a district employed or qualified in-person OT or SLP is available to execute these services.

The contracted OT and SLP 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 SLPs and OTs will be invited to attend regular district meetings and professional development training to build rapport within the district/department and strengthen district services and programs.

[Pioneer Contract 24_25 \(1\).pdf \(819 KB\)](#)

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

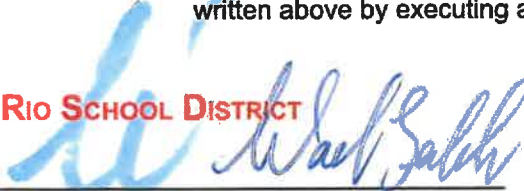
Section 7.01 HIPAA Compliance. In instances where PIONEER receives Protected Health Information, herein referred to as "PHI" in connection with the Services provided to CLIENT, PIONEER and CLIENT agree that they shall each:


- 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


Signature


Printed Name & Title


Date

PIONEER HEALTHCARE SERVICES LLC:


Signature
Sarah Paul Account Manager

Printed Name & Title
06 / 09 / 2023

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.:

Position	Bill Rate
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: Wael Saleh
Signature Wael Saleh
Printed Name & Title
Date 6.28.23
W.S.



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between **Pioneer Healthcare Services LLC** and **Rio School District (Client)**.

Adaku Stacey Nwagbara - OT (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 **\$96** per hour. Holiday and OT will be billed at 1.5x the bill rate if pre-approved.

Adaku Stacey Nwagbara - OT - (Employee) is scheduled to work on the following days: **2023-2024 School Year for the following dates of 7/8/2024 - 8/2/2024.**

Adaku Stacey Nwagbara - OT - (Employee) is requesting the following days off: **None**

Adaku Stacey Nwagbara - OT - (Employee) is scheduled to work **4.5 hours per day / 22.5 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 (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: _____

Signature: _____

Print Name: **Anthony Rivera**

Print Name: _____

Title: **Account Manager**

Title: _____

Date: **May 17, 2024**

Date: _____



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between **Pioneer Healthcare Services LLC** and **Rio School District (Client)**.

Adaku Stacey Nwagbara - OT (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 **\$96** per hour. Holiday and OT will be billed at 1.5x the bill rate if pre-approved.

Adaku Stacey Nwagbara - OT - (Employee) is scheduled to work on the following days: **2023-2024 School Year for the following dates of 8/19/2024 - 6/13/2025.**

Adaku Stacey Nwagbara - OT - (Employee) is requesting the following days off: **January 6th and January 7th, 2025**

Adaku Stacey Nwagbara - OT - (Employee) 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 (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: _____

Signature: _____

Print Name: **Anthony Rivera**

Print Name:

Title: **Account Manager**

Title:

Date: **May 17, 2024**

Date:



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between **Pioneer Healthcare Services LLC** and **Rio School District (Client)**.

Mesa Miller – SLP (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 **\$99.00** per hour. Holiday and OT will be billed at 1.5x the bill rate if pre-approved.

Mesa Miller – SLP - (Employee) is scheduled to work on the following days: **2024-2025 School Year for the following dates of 8/16/2024 - 6/12/2025.**

Mesa Miller – SLP - (Employee) is requesting the following days off: **Dates To be determined**

Mesa Miller – SLP - (Employee) 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 (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: _____

Signature: _____

Print Name: **Anthony Rivera**

Print Name: _____

Title: **Account Manager**

Title: _____

Date: **May 17, 2024**

Date: _____



Client Confirmation of Assignment

This serves as a confirmation of the assignment scheduled between **Pioneer Healthcare Services LLC** and **Rio School District (Client)**.

Nancy Bobb - SLP (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 **\$105** per hour. Holiday and OT will be billed at 1.5x the bill rate if pre-approved.

Nancy Bobb - SLP - (Employee) is scheduled to work on the following days: **2024-2025 School Year for the following dates of 8/16/2024 - 6/12/2025.**

Nancy Bobb - SLP - (Employee) is requesting the following days off: **December 16th - 20th, 2024**

Nancy Bobb - SLP - (Employee) 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 **(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: _____

Signature: _____

Print Name: **Anthony Rivera**

Print Name: _____

Title: **Account Manager**

Title: _____

Date: **May 17, 2024**

Date: _____

9.23



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.23 Contract with 360 Degree Customer Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	538,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the 360 Degree contract.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and 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 2024-2025 school year, including Extended School Year in June of 2024 or until a qualified district employed or 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 can 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 to build rapport within the department and strengthen district special education programs.

[Contract Rio School District s 2024-25 UpdatedRate.doc \(1\).pdf \(130 KB\)](#)

Administrative Content

Executive Content

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

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the April 18th, 2024, 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 of should know will have any financial interest resulting from this agreement.
4. **LICENSE AND AUTHORITY:** The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. **EQUIPMENT AND FACILITIES** RSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. **ASSIGNMENT** Without the written consent of the RSD, this agreement is not assignable by the Consultant.
7. **NON-SOLICITATION OF EMPLOYEES:** RSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the last date of that employee's services to RSD. After completion of 1 full billable year, RSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between RSD and the contractor.
8. **SUCCESSORS AND ASSIGNS.** This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. **TIME.** Time is the essence of this agreement.
10. **GOVERNING LAW.** The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Washington State.
11. **WITHHOLDING.** The RSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.

12. **CHANGES OR ALTERATIONS.** No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the RSD.
13. **HEADINGS.** All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
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: 2024- 2025

Title : Monolingual/ and Bilingual SLPs

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

Rate : \$119/Hour

9.24



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.24 Contract with Amergis to Provide Speech and Language Services FY 2024/2025 and the Extended Year Program
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	645,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the Amergis contract for speech language pathologists.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Speech-Language Pathologists (SLP) applying directly for district-employed positions and 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 contract full-time or part-time SLPs (in-person or virtual) for the 2024-2025 school year including Extended School Year Services provided in July 2024 with Amergis to deliver speech/language services per students' IEPs until a district employed or qualified in-person SLP is available to execute these services.

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

[Amergis Contract for SLPs \(1\) \(1\).pdf \(1,729 KB\)](#)

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.



This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** May 13, 2024, by and between **Rio School District** located at 1800 Solar Drive Oxnard, CA 93030, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road, San Luis Obispo, CA 93401 referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in California and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amalgis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amalgis to Customer, as more specifically set forth herein.

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



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

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Week”, pursuant to Section 6.1, **“Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "Change Request"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern



for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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: mrugerio@rioschools.org
 Invoicing Contact: Mari Rugerio
 Invoicing Address: 1800 Solar Drive, Oxnard, CA 93030

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate



Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) Sunburst. Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis' subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) Locum Tenens division. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amalgis/Customer Information.** 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Amalgis/Customer Partnership.** From time to time, Amalgis 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 Amalgis may disclose the partnership between Amalgis 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 Amalgis /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 Amalgis receives student information, which may include student financial or medical information (collectively "Student Information"), Amalgis shall not disclose any Student 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, Amalgis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amalgis 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 Amergis is provided access to students' records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis' contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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

1800 Solar Drive
Oxnard, CA 9303
ATTN: Erika Johnson

Amergis Healthcare Staffing, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

ATTN: Contracts Department

Email copy to: contracts@amergis.com

COPY TO:
Amergis Healthcare Staffing, Inc.

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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

RIO SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.
3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.
5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	\$130
BCaBA	\$90
Behavioral Technician	\$52
LVN	\$70
Para educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110
COTA	\$70
RN	\$90-110
School Psychologist	\$130
SLP	\$105-120
SLPA	\$90
Social Worker	\$100-115



SPED Teacher	\$92
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*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
10. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
11. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
ALL WORK SITES		

13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:



Work Site Name	Address	Work Site Invoice Contact
ALL WORK SITES		

- 14. Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 15. On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the "On-Call Hourly Rate" as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 16. Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") **Effective Date 2024-05-20**, by and between Rio School District and Amergis, the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Amergis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Jill Ownbey, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	July 3, 2024
Assignment End Date:	August 2, 2024
Guaranteed Weekly Hours/Schedule:	8:00am-1:00pm (5hrs not to exceed 7hrs daily)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

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- 1. **General.** 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:	Gina Frank, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/A

Assignment Start Date:	July 3, 2024
Assignment End Date:	August 2, 2024
Guaranteed Weekly Hours/Schedule:	8:00am-1:00pm (5hrs not to exceed 7hrs daily)
Approved Time-Off:	N/A

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/A
Approved Orientation Rate/Hrs.:	N/A
Special Provisions:	N/A



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

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CUSTOMER ASSIGNMENT CONFIRMATION

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- 1. **General.** 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:	Lauren Molinaro, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min. unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

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CUSTOMER ASSIGNMENT CONFIRMATION

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- 1. **General.** 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:	Aleigha Jones, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amalgis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") **Effective Date 2024-05-20**, by and between Rio School District and Amergis, the following **Customer Assignment Confirmation** provides detail for assignment related to any individual Personnel Assignment. Amergis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Mary "Emmy" Davis, SLP
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	August 15, 2024
Assignment End Date:	June 13, 2025
Guaranteed Weekly Hours/Schedule:	40 hrs/week (30 min unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

- 3. **Assignment Specific Details:**

Base Bill Rate:	\$120 per hour
Overtime and Holiday Rates:	\$180 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amalgis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*

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 **May 20, 2024** for the purpose of using healthcare clinicians ("Clinicians") to provide temporary professional services at Client's facility(ies).

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

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

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

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

8. CONFIDENTIAL INFORMATION.

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

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

b. Client shall not:

i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Clinician Confidential Information to another business or a third party for monetary or other valuable consideration;

ii. retain, use, or disclose such Clinician Confidential Information for any purpose other than for the specific purpose of confirming the suitability of the Clinician to perform temporary professional services, and Client processes necessary to enable Clinician to perform the services, including but not limited to time keeping, billing, and access to client systems; or

- iii. retain, use, or disclose such Clinician Confidential Information outside of the direct business relationship between Agency and Client.
 - c. In addition, Client agrees to use appropriate privacy and security measures to protect all Clinician Confidential Information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Clinician Confidential Information and to prevent unauthorized reading, copying, alteration, use, or removal of Clinician Confidential Information. Client will report to Agency in writing, no more than one business day after discovery, any breach of security or privacy unauthorized use, or unauthorized disclosure of Clinician Confidential Information. Client shall be responsible for notifying affected Clinician of the occurrence (as required by applicable law) and for payment of all costs of notification and any costs associated with mitigation, including but not limited to credit monitoring. Client shall also be responsible for all expenses, costs, and any damages incurred by Agency, resulting from such occurrence. Client must obtain Agency's approval of the time and content of any notifications under this Section before contacting affected Clinicians.
 - d. Upon termination or expiration of this Agreement, both parties will, without notice or request, either (i) return, within two (2) weeks, all Confidential Information of the other, including copies thereof; or (ii) destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
 - e. This Section 8 will survive any termination or expiration of this Agreement.
9. **CONSENT TO FAX.** In order to ensure that Agency is in compliance with state and federal law, Client hereby expressly grants permission to Agency to send all facsimile communications to any Client location.
10. **TERM.** The term of this Agreement shall begin on July 1, 2024 and end on June 30, 2025. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days, or at any time upon provision of 30 days written notice to the other party; provided, however, all Clinicians currently confirmed for an assignment, or at work on an assignment, will be permitted at Agency's option to complete their assignments under the terms of this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of Agency.
11. **SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.
12. **NON WAIVER.** Agency's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Agency's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
13. **ASSIGNMENT.** Except with the prior written consent of Agency, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.
14. **MEASURES TO PREVENT LOSS OF SERVICES.** In the event that a state or local order closes one or more Client Facilities, the Client has the following options to prevent an AMN Clinician assigned to the Client from being unavailable when the Client reopens its facility:
- (a) Continue to pay each AMN Clinician assigned to the facility for all previously scheduled time, as set forth in the most recent confirmation, during the period of time that the facility where the AMN Clinician is assigned is closed; or
 - (b) Allow each AMN Clinician assigned to the facility to provide services utilizing the AMN Telehealth platform Televate. The AMN Clinician will continue to provide services according to the schedule as set forth in the most recent confirmation.

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

GENERAL TERMS AND CONDITIONS

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

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

9. **REBOOKING PERIOD.** The negotiation of any rebooking or extension of current clinicians will only occur thirty (30) days prior to the expiration of clinician’s current assignment.

**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 **May 20, 2024**, as modified by these additional terms. This Exhibit sets forth the terms for an assignments effective as of **May 20, 2024** (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)	\$95-\$125	\$80-\$110
Clinical Fellow Speech Language Pathologist (CF-SLP)	\$90-\$115	N/A
Speech Language Pathologist Assistant (SLPA)	\$85-\$110	N/A
Occupational Therapist (OT)	\$95-\$125	\$80-\$110
Certified Occupational Therapist Assistant (COTA)	\$85-\$110	N/A
Physical Therapist (PT)	\$95-\$125	\$80-\$110
Physical Therapist Assistant (PTA)	\$85-\$110	N/A
Registered Nurse (RN)	\$100-\$120	\$100-\$120
Licensed Practical Nurse (LPN)	\$70-\$90	N/A
School Psychologist (SP)	\$115-\$145	\$100-\$130
Social Worker (SW)	\$90-\$120	\$90-\$120
Licensed Social Worker	\$105-\$135	\$90-\$120
Licensed Professional Counselor	\$105-\$135	\$90-\$120
Licensed Marriage Family Therapist	\$105-\$135	\$90-\$120
Behavioral Analyst (BA)	\$115-\$145	\$90-\$120
Registered Behavioral Technician (RBT)	\$80-\$105	N/A
Medical Assistant (MA)	\$75-\$95	N/A
Paraprofessional	\$50-\$65	N/A

Travel Expense Reimbursement. Agency will bill Client for all required mileage driven during Clinicians shift between schools in accordance with the current IRS guidelines.

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.

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

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

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

Any modifications to the Provider Credential Requirements will be agreed to in writing and will be effective for new Provider starts on a date agreed to between AMN and Client.

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.

NOTICES, BILLING, AND AGREEMENT SIGNATURE

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

AGENCY: President, Schools
2999 Olympus Blvd, Suite 500
Dallas, TX 75019

CLIENT: NOTICES (OTHER THAN
INVOICES/BILLING):

Client Designated Contact Name

Client Designated Client Name

Client Designated Address

Client Designated City, State, Zip

Client Designated Email Address

INVOICES AND BILLING:

Client Designated Contact Name

Client Designated Client Name

Client Designated Address

Client Designated City, State, Zip

Client Designated Email Address

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

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

Accounts Payable Designated Contact Name

-

Accounts Payable Designated Contact Email

Accounts Payable Designated Contact Phone

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

AGREED AND ACCEPTED TO ENTIRE AGREEMENT HEREWITHIN

RIO SCHOOL DISTRICT

AMN HEALTHCARE, INC.

Signature: _____

Signature: _____

Name

Name

Title

Title

Date

Date

EXHIBIT A-1
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ADDENDUM

AMN Healthcare, Inc. ("Agency") either directly or through its wholly owned subsidiaries will provide staffing services in accordance with the Education Healthcare Staffing Agreement that was entered into by and between **Rio School District** ("Client") and Agency on or about **May 20, 2024**. Client has elected to utilize one or more teletherapists under the Agreement, and this addendum sets forth additional rights and obligations under the Agreement and is hereby incorporated therein.

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

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

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

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

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

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

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

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

9.25



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.25 EPIC Special Education Staffing
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	154,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the EPIC contract.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and 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 contract full-time or part-time SLPs (in-person or virtual) for the 2024-2025 school year with EPIC Special Education Staffing to deliver speech/language services until a district employed or qualified in-person SLP is available to execute these services.

The contracted SLP 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 SLPs will be invited to attend regular district meetings and professional development training to build rapport within the district/department and strengthen district services and programs.

[Epic Special Education Contract 24_25 \(1\).pdf \(791 KB\)](#)

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.



District Business Agreement

This Staffing Service Agreement (“Agreement”) is entered into as of the 28th day of June (the “Effective Date”), by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing solely for Special Education Teacher Contractors, herein known as “ESES” and Rio School District (the “Client”). This Agreement supersedes all other agreements for and or contracts in place, solely for Special Education Teacher Contractors, between the Client and Company Party. All other agreements between Client and Company party for NPA services, Company Party supersedes separately from this agreement. Client acknowledges the representative who signs any contract with ESES 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, ESES will provide the services of one or more Special Education Teacher(s) (herein referred to as each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). ESES will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If ESES 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. ESES will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client’s district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject for review by ESES, Associate, and Client.

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The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to ESES 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. ESES 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) ESES 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 ESES, 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 ESES, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant 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 ESES, 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 ESES typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. ESES typically conducts a limited background check but does not engage in any additional verification process (e.g., ESES 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. ESES 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 ESES 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 ESES employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or

subcontract, the Client will notify ESES immediately: (1) of any obligations in the government contract or subcontract relating to wages, and (2) if ESES is legally required to initiate E Verify verification procedures for any Associate. ESES reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that ESES 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 ESES 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. ESES will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. ESES invoices are due and payable [upon receipt] [within thirty (30) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of ESES costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, ESES 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) ESES 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. ESES 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 ESES 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: Epic Special Education Staffing
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 ESES within 30 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. ESES agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted hours with Client.

(c) The Client shall provide ESES 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 ESES Associate accepts the offer (in writing, verbally, or otherwise). ESES will bill Client for the Conversion Fee after the ESES 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 ESES, that Associate immediately ceases to be an independent contractor with respect to Client, ESES 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,

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unemployment compensation taxes or any other legally required taxes and withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use ESES 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 ESES 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, ESES will offer a replacement courtesy for that candidate. ESES 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 ESES outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by ESES 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. ESES will make every effort possible to comply with the Client's request as 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 ESES, A cancellation fee equal to the scheduled hours for any shift cancelled is payable to ESES for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate work days). For assignments ESES 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 ESES, 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 ESES and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if ESES reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. **Notices**

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Rio School District
1800 Solar Drive
OXNARD, CA 93030

Epic Special Education Staffing:

Epic Special Education Staffing
2041 Rosecrans Avenue
Suite 245
El Segundo, CA 90245

10. **Insurance, Indemnification and Limitation of Liability**

(a) ESES 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, ESES 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 Occurrence, \$4,000,000 Aggregate
- General Liability - \$2,000,000 per Occurrence, \$4,000,000 Aggregate

(b) To the extent permitted by law, ESES 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 ESES 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 ESES 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 ESES and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of ESES, the Client is entitled to recover damages from ESES. Regardless of the basis on which the Client is entitled to claim damages from ESES (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) ESES 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 ESES for the Services that are the subject of the claim.

11. **Miscellaneous**

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a

Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law.** The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability.** The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(g) **Authority.** The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Epic Special Education Staffing

DocuSigned by:
By: Carol Cheney 6/28/2023 | 4:20:49 PM PDT
22D2D10C688842F..
Carol Cheney, President

Client

Rio School District
By: Wayne Kaler 7.5.23

Name, Title: _____



Direct Business Staffing Confirmation Agreement

This Direct Business Staffing Confirmation Agreement (“Agreement - Exhibit A”) is entered into on (date) by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing and (Client) collectively referred to herein as “the Parties.” **The Parties agree to the below:**

Special Education Teacher(s) Name:	Assignment Dates:
District Name and Address:	Schedule:
District Telephone Number:	Guaranteed Hours:
District Department Director Name:	Estimated Caseload:
Billing Address:	Approved Time Off:
Billing Telephone Number:	Bill Rate:
Billing Contact Info:	Overtime/Holiday Rate:
Billing Email Address:	*Mileage Reimbursement:
Timesheet Approver Email Address and Name:	First Day Details:

Supervision/Materials/Equipment/Hours and Enrollment: Client will provide appropriate supervision, materials and equipment to Associate. Hours are guaranteed regardless of student(s), District Employee(s) or District Contractor(s) absences, enrollment, or employment status. Should the caseload change due to any reason, Client acknowledges that the Associate is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.

***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 business working days written notice must be given to Epic Special Education Staffing directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney’s fees and costs.

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Associate named herein is an employee of Epic Special Education Staffing and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Epic Special Education Staffing and Client agrees to pay a conversion fee of 35% of the subject Associate annual salary as liquidated damages to Epic Special Education Staffing within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Direct Business Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the Epic Special Education Staffing Services Agreement. If there is a conflict between the terms of this Direct Business Staffing Confirmation Agreement and the Epic Special Education Staffing Services Agreement, the terms of the Epic Special Education Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days upon receipt of this Direct Business Staffing Confirmation Agreement from Epic Special Education Staffing, or (ii) five (5) business days prior to the start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.



2023-2024 School Year

Company Name Change-Amendment

Rio School District

Amendment:

As a current district partner (herein referred to as "client"), and "TherapyTravelers", as part of the Epic Staffing Group, we are excited to formally announce our new Company name: "3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing (ESES)" (herein referred to as "ESES")

These changes will be effective for the 2023-2024 school year, and beyond. This amendment is a formal agreement acknowledging and agreeing to that all existing agreements formally executed and active, between both Client and ESES shall (1) remain indissoluble, (2) all terms and conditions previously negotiated and agreed upon on said documents will remain as is (3) this amendment amends and operates in conjunction with the previous active agreement(s) between client and ESES, formally known as "3Chords Inc. dba TherapyTravelers and TherapyTravelers LLC". Client agrees that by signing this amendment, all prior proposals, and understandings, oral or written, relating to such subject matter shall remain everlasting. Client has 5 business days from signing this amendment to request all existing executed agreements between both parties be formally revised to reflect the new name of "3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing". Client acknowledges failure to do so deems this amendment to be sufficient and binding in terms of the formal company name change. No other changes shall be made to existing terms without both Client and ESES consent.

ESES will provide supporting documents reflecting the formal name change including invoices, W9's and Certificate of Insurance.

While our name changes to reflect the multiple resources we bring to you, and the comprehensive suite of solutions we provide as part of unifying many divisions within Epic Staffing Group, our people and our focus on educators, clinicians, therapists, and school district partners will stay the same.

3Chords Inc and TherapyTravelers LLC collectively

Rio School District

DBA Epic Special Education Staffing

Signature: Carol Cheney
Name & Title: Carol Cheney President
Date: 6/28/2023 | 4:20:49 PM PDT

Signature: [Handwritten Signature]
Name & Title:
Date: 7.5.23



Staffing Confirmation Agreement

This Staffing Confirmation Agreement ("Agreement - Exhibit A") is entered into on May 17, 2024 by and between 3Chords Inc and TherapyTravelers LLC collectively DBA Epic Special Education Staffing and Rio School District collectively referred to herein as "the Parties." The Parties agree to the below:

Therapist Name:	Donna Anderson, Virtual SLP
Start Day & Date:	Wednesday, 8/21/2024
Time to Arrive:	Same as current
First Day Location:	Virtual
Report to Person:	Virtual - Same as current
School Assignment:	Virtual - Same as current
Weekly Work Schedule:	Monday through Friday, 40 hrs per week, 8 per day, same start/end time daily as current schedule
Assignment Dates:	8/21/2024-6/12/2025
Approved Time Off:	None Discussed
Guaranteed Hours:	40 hrs per week, 8 per day, same start/end time daily as current schedule
Cancellation Notice:	20 working days
Bill Rate:	\$105.00
Overtime/Holiday Rate:	\$157.50
Mileage Reimbursement:	Billed at current IRS mileage reimbursement rate for all work-related activities

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

District Name and Address:	Rio School District 1800 Solar Drive, OXNARD, CA USA
District Telephone Number:	(805) 485-3111
District Department Director Name:	Erika Johnson
Estimated Caseload:	TBD *Hours are guaranteed regardless of student(s), District Employee(s) or District Contractor(s) absences, enrollment, or employment status. Should the caseload change due to any reason, Client acknowledges that the Contractor is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.
Timesheet Approver Email Address and Name:	mrugerio@rioschools.org Mari Rugerio
Billing Info:	
Billing Address:	2500 E. VINEYARD AVE., OXNARD, CA, 93036
Billing Telephone Number:	805-485-3111
Billing Contact Info:	Heather Pena
Billing Email Address:	hpena@rioschools.org

Supervision/Materials/Equipment/Hours and Enrollment: Client will provide appropriate supervision, materials and equipment to therapist. Hours are guaranteed regardless of student(s), District Employee(s) or District Contractor(s) absences, enrollment, or employment status. Should the caseload change due to any reason, Client acknowledges that the Contractor is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.



***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 business working days written notice must be given to Epic Special Education Staffing directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within thirty (30) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney's fees and costs.

All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Therapist named herein is an employee of Epic Special Education Staffing and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through Epic Special Education Staffing and client agrees to pay a conversion fee of 35% of the subject Therapist's annual salary as liquidated damages to Epic Special Education Staffing within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor's assignment for services in accordance with the terms of the Epic Special Education Staffing Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the Epic Special Education Staffing Services Agreement, the terms of the Epic Special Education Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days upon receipt of this Staffing Confirmation Agreement from Epic Special Education Staffing, or (ii) five (5) business days prior to the start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.

9.26



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.26 Contract with AMN Healthcare to Provide Speech and Language Pathologists Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	154,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the AMN Healthcare contract to provide Speech and Language Pathologists Services.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Speech and Language Pathologist applying directly for district-employed positions and 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 2024-2025 school year or until a district employed or 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 can 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 to build rapport within the department and strengthen district special education services/programs.

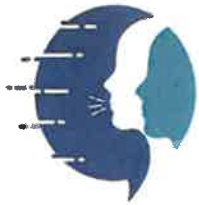
[AMN Contract 24_25 \(1\).pdf \(869 KB\)](#)

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.

9.27



APA Speech Therapy, Inc.

21241 Ventura Blvd Ste 295
Woodland Hills, CA 91364

223 Thousand Oaks Blvd Ste 324
Thousand Oaks, CA 91360

BUSINESS ASSOCIATE AGREEMENT

This agreement is between APA Speech Therapy, Inc., (hereinafter "NPA Vendor") and the Rio School District, (hereinafter RSD).

Terms: It is agreed Contractor will perform duties at Rio School District for the 2024-2025 school year. Services will begin July 3, 2024, through August 2, 2024, for ESY and August 15, 2024 through June 13, 2025.

Speech Language Pathologist for ESY: 5 hours/day at \$115 hourly bill rate for 21 days and
Speech Language Pathologist for 2024-2025 school year: 40 hours/week with 30 minutes of unpaid lunch at a \$115 hourly bill rate for 183 days.

Vendor understands he/she is not an employee of RSD.

Federal, State, and Workers' Compensation Compliance: Contractor will pay for, and maintain any and all mandatory Federal and State taxes and insurance.

Termination: This agreement may be terminated for breach of any material term, covenant, or condition thereof by either party, or upon mutual agreement of the parties hereto, or by either party without cause. In the event Agreement is terminated by mutual agreement, each party shall be entitled to a twenty business days' notice of termination. If either party terminates this Agreement without cause, each party shall be entitled to a twenty business days' notice of termination.

Confidential and Trade Secret Information: Contractor shall not disclose or use in any fashion any trade secrets or confidential information of Client, including but not limited to: business practices; marketing strategy; mailing lists; customer lists; representative contact lists; sales/training materials; forms; policies or procedures; or any information concerning its customers, employee compensation packages, or any other matter which is the client's confidential or trade secret information. Contractor agrees to assign to Client all rights, title to, and interest in, any and all work performed, programs developed, and research completed on Client's behalf, including without limitation, all copyrights, inventions, or improvements pertaining thereto. Client has the right to sue for injunctive relief and

damages for all past, present and future acts of copyright and all other infringements, and to collect same for its own account and use.

Entire Agreement: This Contractor Agreement is the final, complete, and exclusive expression of the agreement between the parties, and supersedes all prior discussions and agreements between the parties. This agreement may not be contradicted by evidence of any prior discussion or agreement or any contemporaneous oral agreement, and may not be modified, except with a written addendum signed by both parties.

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:

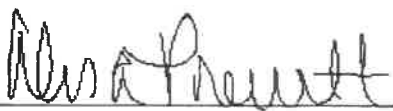
If to Vendor:
APA Speech Therapy, Inc.
Attn: Alisa Prewitt
Founder/CEO
223 Thousand Oaks Blvd, Ste 324
Thousand Oaks, CA 91360
Number: 323-924-9464
e-mail: talk2us@lataalkspot.com

If to District:
RSD
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

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: 06/13/2024

Date: _____



9.28



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.28 Contract with The Genesis Group to Provide Additional Occupational Therapist Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	174,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the Genesis Group contract to provide Occupational Services.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Occupational Therapists (OT) applying directly for district-employed positions and 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 The Genesis Group to provide full time and/or part-time Occupational Therapists to deliver occupational therapy for the 2024-2025 school year, including ESY held in July 2024, or until a qualified district hired OT is available to execute these services.

The contracted OT 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 OT will be invited to attend regular district meetings and professional development training to build rapport within the department and strengthen district special education services/programs.

[The Genesis Group \(1\).pdf \(312 KB\)](#)

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
SHORT FORM SERVICES AGREEMENT

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

This Services Agreement (the "Agreement") is made and entered into this 5 day of June, 2024 by and between Rio School District (hereinafter referred to as "District") and The Genesis Group (referred to as "Provider.")

The Genesis Group
 Provider

877-720-6711
 Telephone Number

2625 Townsgate Rd Suite 330
 Street Address

Fax Number

Westlake, California 91361
 City, State, Zip code

deon@thegenesisgroupinc.net
 E-mail Address

93-4751788
 Tax Identification or Social Security Number

Business License Number (if applicable)

SERVICES

Occupational Therapy Service (See assignment confirmation attached to this agreement.)

Description of Services

July 3, 2024-June 13, 2025

ESY July 3,2024(Prep day) ESY: July 8,2024-August 2, 2024 (5 hrs./day)

August 15, 2024-June 13, 2025 40 Hours per week/30 minutes unpaid lunch TBT

Date(s) of Service	Hour(s) of Service	Location
--------------------	--------------------	----------

FEES

Compensation for Services \$174,000.00

Other Ancillary Cost, as applicable \$ 0

Total not to Exceed \$ 174,000.00 per year

W-9 received

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

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

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

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

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

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 2 weeks advance written notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Provider signature

Date

SITE AGREEMENT

Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date



ASSIGNMENT CONFIRMATION

This assignment confirmation form is entered into between The Genesis Group and Rio School District ("Client")

Payments on all invoices for The Genesis Group are Payable to Alliance One, LLC.

Payments should be mailed to Alliance One, LLC P.O. Box 152 Brattleboro, VT 05301

A.) Assignment Data

Employee Name:

Matthew Bell

Specialty Type:

Occupational Therapist

Facility Name:

Rio Schools

Facility Address:

1800 Solar Dr.

Oxnard, CA 93030

Contract Start Date:

July 3, 2024

Contract End Date:

August 2 2024

Guaranteed Hours:

N/A

Approved Time Off:

NTO

Miscellaneous:

30 Day cancellation notice

B.) Administrative & Compensation Data

Payroll Provided By:

The Genesis Group

Housing Provided By:

The Genesis Group

Travel Allowance Provided By:

The Genesis Group

Regular Time Hourly Rate to Client:

105.00 Per hour

Overtime Hourly Rate to Client:

157.50 per hour with prior approval

Please Read: This Form must be executed and returned to The Genesis Group within twenty-four (24) hours to ensure housing prices, credentialing, compliance and personnel availability. This form is valid upon acceptance by authorized employee and constitutes a legal binding contract. Client cancellations with less than 7 days' notice will be billed (2) weeks of hours

The Genesis Group

District ("Client") Facility

Sign:

Sign: _____

Name:

Deon Scott

Name: _____

Title:

Vice President of Operations

Title: _____

Date:

5/21/2024

Date: _____



ASSIGNMENT CONFIRMATION

This assignment confirmation form is entered into between The Genesis Group and Rio School District ("Client")

Payments on all invoices for The Genesis Group are Payable to Alliance One, LLC.

Payments should be mailed to Alliance One, LLC P.O. Box 152 Brattleboro, VT 05301

A.) Assignment Data

Employee Name:	<u>Matthew Bell</u>
Specialty Type:	<u>Occupational Therapist</u>
Facility Name:	<u>Rio Schools</u>
Facility Address:	<u>1800 Solar Dr.</u>
	<u>Oxnard, CA 93030</u>
Contract Start Date:	<u>August 15th 2024</u>
Contract End Date:	<u>June 13th 2025</u>
Guaranteed Hours:	<u>8 hours per day M-F</u>
Approved Time Off:	<u>NTO</u>
Miscellaneous:	<u>30 Day cancellation notice</u>


B.) Administrative & Compensation Data

Payroll Provided By:	The Genesis Group
Housing Provided By:	The Genesis Group
Travel Allowance Provided By:	The Genesis Group
Regular Time Hourly Rate to Client:	<u>105.00 Per hour</u>
Overtime Hourly Rate to Client:	<u>157.50 per hour with prior approval</u>

Please Read: This Form must be executed and returned to The Genesis Group within twenty-four (24) hours to ensure housing prices, credentialing, compliance and personnel availability. This form is valid upon acceptance by authorized employee and constitutes a legal binding contract. Client cancellations with less than 7 days' notice will be billed (2) weeks of hours

The Genesis Group

District ("Client") Facility

Sign: 
 Name: Deon Scott
 Title: Vice President of Operations
 Date: 5/21/2024

Sign: _____
 Name: _____
 Title: _____
 Date: _____

9.29



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.29 Contract with Amergis to Provide Nursing Services FY 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	110,000.00
Budgeted	Yes
Budget Source	General and Special Education Funds
Recommended Action	Staff recommends board approval of the Amergis contract to provide nursing service FY 2024/2025

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Due to a shortage of qualified, Registered School Nurses (RN) applying directly for district-employed positions and to assist and support the medical needs of students in the general education setting or students with Individualized Education Plans (IEPs), the Pupil Personnel Services Department has found it necessary and is requesting board approval to enter into a contract with Amergis Healthcare Staffing to provide full time and/or part-time RN and Licensed Vocational Nurses (LVN) to deliver direct or indirect services to students in the general education setting and students with IEPs for School Year 2024/25 or until a qualified district hired RN or LVN is available to execute services.

The contracted staff from Amergis Healthcare Staffing will be held to the same standard as district employees and will provide direct and indirect services (e.g. training to staff, medical procedures, etc.) to students who attend Rio District.

[Amergis Contract 24_25 for LVN_RN \(1\).pdf \(1,435 KB\)](#)

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.



This Education Master Services Agreement (hereinafter "Agreement") is entered into on this **Effective Date** May 13, 2024, by and between **Rio School District** located at 1800 Solar Drive Oxnard, CA 93030, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road, San Luis Obispo, CA 93401 referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in California and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental healthcare staffing services to Customer; and

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 Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for services performed by Personnel pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"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 Amergis to provide Services. An Amendment to this Agreement will be executed if 1099 Contractors are requested to be provided to Customer.



“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.

“Out of School Time and Off-Site School Time Educational Services” is defined as educational services that would be rendered outside of school time, whether that be after the school day or during any breaks in the school year, or any services rendered off-site during school time. These types of requests include school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.

“Personnel” means clinical and other school based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing temporary staffing services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Placement” is defined to mean where the student receives the school based services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive school based 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.

“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.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Amergis to Customer, as more specifically set forth herein.

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



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

“Travel-Expense Payment” is an allowance paid to Travel Personnel per day or per diem for lodging, meals, and/or incidental expenses incurred when travelling.

“Travel Personnel” means Personnel providing Assignment Services whose home of record is greater than or equal to fifty (50) miles from the Work Site.

“Week”, pursuant to Section 6.1, **“Invoicing Week”** means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

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

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. Amergis 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, and as permissible by any applicable scope of practice law(s) or standards of nursing. Amergis 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. Amergis 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. Amergis 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 Amergis 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) Out of School Time and Off-Site School Time Educational Services. Customer may request Personnel to provide Services that would be rendered Out of School Time and Off-Site during School Time. Customer is responsible for overseeing and directing placement for the Out of School Time or Off-Site School Time Service if requested. Customer will provide supplies and resources needed to implement the requested Out of School Time



and Off-Site School Time Services at its own expense. Customer is responsible for maintaining a safe environment for all Out of School Time and Off-Site School Time Services.

(c) Changes. From time to time, requests for additions, deletions, or revisions to this Agreement or the Statement(s) of Work may be made. The Party that wishes to make a Change shall deliver to the other Party a written request that contains as much detail as is reasonably practicable regarding the nature and scope of the Change and the fees associated with any proposed Change (each such request, a "Change Request"). The Parties shall work together to agree on the terms that will govern any Change, provided, however, that no Change shall be implemented until such time as the Parties agree to the applicable Change Request in writing. The Parties will negotiate in good faith to reach agreement on applicable development costs and/or operational fees, if any, that will apply to such Change.

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

Section 3.3 Related Services or School Based Services. Amergis 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. Amergis will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis 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 Amergis.

Section 3.6 Availability of Personnel. The Parties agree that Amergis' duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis 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 Amergis 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, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern



for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

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 Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis 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 Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis 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. Amergis 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 Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis 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 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, 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 MaxView. 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 Amergis; notwithstanding this, Customer and Amergis 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. HIRING OF PERSONNEL

Section 5.1 Non-Solicitation. To the extent allowed by applicable law, 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 Amergis during the term of this Agreement. Customer understands and agrees that Amergis 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 Amergis 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 Conversion Fee. To the extent allowed by applicable law, with advanced written notice of thirty (30) business days, Customer may hire or contract with any Amergis Personnel provided by Amergis once each Personnel has completed a minimum number of hours of work for Customer through Amergis, according to the Conversion Table below:



Aggregate Hours Worked By Amergis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 350 hours	25 % of annualized starting salary
After Completion of 350 hours	20 % of annualized starting salary
After Completion of 700 hours	15 % of annualized starting salary
After Completion of 900 hours	10 % of annualized starting salary
After Completion of 1040 hours	5 % of annualized starting salary

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the highest amount allowed by applicable law.

Section 5.4 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis 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: mrugerio@rioschools.org
 Invoicing Contact: Mari Rugerio
 Invoicing Address: 1800 Solar Drive, Oxnard, CA 93030

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' 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. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis 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 Amergis 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 Amergis 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 Amergis 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 Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis 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 Amergis 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 Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Amergis 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 Amergis 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. Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC 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. Amergis 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 Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. TRAVEL DELIVERY AND ADDITIONAL OFFERINGS

8.1 Travel Delivery Services. In addition to the Services outlined herein and any applicable Statement of Work, Amergis can provide travel delivery services through its national delivery hubs.

8.2 Travel Personnel Coordination. Amergis will be solely responsible for coordinating Travel Personnel's travel assignments to Customer including housing, payroll, and related functions. Amergis reserves the right to cancel the term of Travel Personnel with written notification to Customer. Amergis will endeavor to provide a qualified replacement for cancelled Travel Personnel within fourteen (14) days from the date of notification.

8.3 Travel Personnel Expense Reimbursement. The rates paid to Amergis by Customer for Travel Personnel include amounts to reimburse Amergis for Travel-Expense Payments Amergis makes to Travel Personnel. Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

8.4 Per Diem Personnel. Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis at the time of the initial call.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ASSIGNMENT OR SUBCONTRACTING

9.1 Assignment or Subcontracting. Amergis can assign or subcontract this Agreement with written notice to Customer. Should Customer request Locum Tenens providers from Amergis, the Parties shall enter into a separate



Agreement, Statement of Work for Locum Tenens coverage, or Assignment Confirmation to define the scope and duration of Contractor Assignments.

(a) **Sunburst.** Should Customer request utilization workforce solutions, the Parties shall enter into a Master Services Agreement with Amergis' subsidiary, Sunburst Workforce Advisors, LLC. The terms set forth in the separate Master Services Agreement will govern the scope of work for the MSP services.

(b) **Locum Tenens division.** Amergis may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Amergis Locum Tenens, LLC ("Locum Tenens division"); 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.

ARTICLE X. INSURANCE

Section 10.1 Amergis Insurance. Amergis 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. Amergis 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 Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Amergis. Amergis 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 Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Amergis 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 Amergis 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 AMERGIS 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 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) **Amergis/Customer Information.** 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, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Amergis/Customer Partnership.** From time to time, Amergis 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 Amergis may disclose the partnership between Amergis 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 Amergis/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 Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student 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, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis 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 Amergis is provided access to students' records, Amergis 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. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education super for the length of time necessary to meet Amergis' contractual and legal commitments.

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 Customer 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 Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, 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 Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis 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 Amergis customers, so as to be non-specific to any individual Customer.

Section 14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

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, Amergis 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 Amergis 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. Amergis 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, Amergis 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 Amergis, and such consent will not be unreasonably withheld. Amergis 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 Amergis, and/or (iii) a name change by Amergis.

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

1800 Solar Drive
Oxnard, CA 9303
ATTN: Erika Johnson

Amergis Healthcare Staffing, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046

ATTN: Contracts Department

Email copy to: contracts@amergis.com

COPY TO:
Amergis Healthcare Staffing, Inc.

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 Amergis 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 Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

RIO SCHOOL DISTRICT

AMERGIS HEALTHCARE STAFFING, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

Printed Name

Title

Title

Date

Date



**STATEMENT OF WORK
ATTACHMENT "A"**

1. **Scope of Services.** Amergis 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 Work Site or in an environment controlled by Customer. Upon Customer’s request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment.** Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment “B”. Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
BCBA	\$130
BCaBA	\$90
Behavioral Technician	\$52
LVN	\$70
Para educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110
COTA	\$70
RN	\$90-110
School Psychologist	\$130
SLP	\$105-120
SLPA	\$90
Social Worker	\$100-115



SPED Teacher	\$92
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*The Travel Bill Rate (per hour) includes reimbursement by Customer for Travel-Expense Payments Amergis makes to Travel Personnel.

- 6. **Out of School Time and Off-Site School Time Educational Services.** Rates charged for educational services rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
- 7. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
- 8. **Weekend Rates.** Customer and Amergis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, 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.
- 9. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
- 10. **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 Bill Rate for such hours, unless applicable state law requires a different multiplier.
- 11. **Holidays.** Holiday Rates will apply to all hours worked in the time period 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 Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

- 12. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:

Work Site Name	Address	Work Site Contact
ALL WORK SITES		

- 13. **Invoicing.** Amergis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:



Work Site Name	Address	Work Site Invoice Contact
ALL WORK SITES		

- 14. Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 15. On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 16. Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- a. **School Health Services, Related Services, and Special Education Personnel Requirements.** Amergis 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, LVN/LPN, 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify skills checklist of competencies for the position and exam;
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations;
 - e. Verify relevant professional and specialty experience, as requested by Customer;
 - f. Confirm Personnel are authorized to work;
 - g. 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.
- b. **Education Personnel Requirements.** Amergis will supply Customer with requested school based professional Personnel as detailed in the Statement of Work performing school based 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. Amergis will:
- a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Receive proof of previous employment;
 - 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.
- c. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



CUSTOMER ASSIGNMENT CONFIRMATION

As set forth in the applicable ("Agreement") Effective Date 2024-05-20, by and between Rio School District and Amergis, the following Customer Assignment Confirmation provides detail for assignment related to any individual Personnel Assignment. Amergis and Customer agree that the below Personnel will be assigned to Customer's Work Sites as provided in the Agreement or any applicable Statement of Work. Nothing in this Assignment Confirmation supersedes any of the provisions of the Agreement unless explicitly set forth herein. If any conflict exists between the terms of this Assignment Confirmation and the Agreement, this Assignment Confirmation will control as to the named Personnel herein.

- 1. **General.** 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:	Rosalba Camarillo, LVN
Assigned Unit/Department:	Rio School District
Float Requirement:	N/a

Assignment Start Date:	July 8, 2024
Assignment End Date:	August 2, 2024
Guaranteed Weekly Hours/Schedule:	8 hours a day (8:30am-5pm with 30 min. unpaid lunch)
Approved Time-Off:	N/a

- 2. **Overtime Rate.** Overtime is paid at a rate of 1.5 times the base hourly rate and double-time is paid at a rate of 2 times the base hourly rate, where applicable, and in accordance with state law. Overtime is defined by the Fair Labor Standards Act as all hours worked in excess of forty (40) hours per week.

3. **Assignment Specific Details:**

Base Bill Rate:	\$70 per hour
Overtime and Holiday Rates:	\$105 per hour
On Call/Call Back Rates:	N/a
Approved Orientation Rate/Hrs.:	N/a
Special Provisions:	N/a



RIO SCHOOL DISTRICT:

Signature of Authorized Representative

Name & Title

Date

**Amergis' execution of this Customer Assignment Confirmation is not required for this Confirmation to be binding and will only be signed at the request of Customer.*

9.30



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.30 MOU Between Ventura County of Behavioral Health (VCBH) and Rio School District for Special Education Mental Health Services
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	135,000.00
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the Ventura County of Behavioral health MOU.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

Federal and state mental health funding allocations are provided directly to school districts instead of the Special Education Local Plan Area (SELPA) and are to be used for mental health services for special education students as delineated in their Individual Education Plans (IEPs). This memorandum of understanding will be in effect starting July 1, 2024, and will ensure that Educationally Related Social Emotional Services (ERSSES) which may include assessments, individual counseling, group counseling, social work services, and case management are provided to students in the Rio School District.

[VCBH Contract 24_25 \(1\).pdf \(174 KB\)](#)

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.

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND RIO SCHOOL DISTRICT

This "Second Amendment" to the Memorandum of Understanding for Provision of Special Education Mental Health Services ("MOU"), which became effective July 1, 2022, is made and entered into by and between the County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "County," and Rio School District, hereinafter referred to as "LEA."

NOW, THEREFORE, the parties hereby agree that the MOU is amended as follows:

- I. The MOU is extended for the term July 1, 2024 through June 30, 2025, subject to budgetary approval by the governing body of the LEA for FY 2024-25 and the contract extension language detailed in Section 14 (Term) of the MOU.
- II. Effective with respect to the service period commencing July 1, 2024 through June 30, 2025, Section 1 (ARRAY OF SERVICES) of the Agreement is deleted in its entirety and replaced with new Section 1 (ARRAY OF SERVICES):

1. Array of Services:

- a. Upon LEA's request, COUNTY agrees to provide to LEA educationally related specialty mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program.
- b. Students eligible to receive educationally related specialty mental health services must already be Special Education eligible or in the assessment process and should have received services based on Ventura County SELPA Social/Emotional Services Continuum prior to ERSES referral.
- c. LEA's will collaborate with VCBH to ensure that VCBH staff is afforded appropriate on-campus access, during school hours, to provide ERSES. Space will be made available in which confidential therapy sessions can occur. The school district will also provide necessary logistical support at the school site to facilitate the delivery of ERSES.
- d. County will inform school districts of clients that are not engaged in services and follow "ERSES Guidelines for Engaging Students" document. This could result in closing of the ERSES case by County.
- e. This MOU is not intended to make COUNTY a "public agency" within the meaning of the Individuals with Disabilities Education Act (IDEA) or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.
- f. VCBH ERSES clinicians will access the IEP software system (SIRAS) for the purpose of entering service logs for students served. Each LEA will be responsible for adding the ERSES clinician as a provider to the appropriate students in SIRAS.

- III. Effective with respect to the service period commencing July 1, 2024 through June 30, 2025, Exhibit "A" (SCHEDULE OF FEES) of the Agreement is deleted in its entirety and replaced with new Exhibit "A" (SCHEDULE OF FEES), attached hereto.
- IV. Except for the modifications described herein, all other modifications and terms and conditions of the MOU shall remain in effect.
- V. This Second Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VI. The parties hereto agree that this Second Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Second Amendment through their duly authorized representatives as of the last date written below.

RIO SCHOOL DISTRICT

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

Federal Tax Identification #

RIO SCHOOL DISTRICT

BY

(authorized signature)

(print name and title)

Date

* If a corporation, this Second Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit "A" Schedule of Fees

Typical Services Delivered

Service Description ¹	² Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 5,479.60
Counseling and Guidance Services	30 minutes a month	\$ 2,191.84
Social Work Services	45 minutes a month	\$ 2,191.84
Parent Counseling and Training	15 minutes a month	\$ 1,095.92
Aspiranet COEDs Services ⁴		
	SUBTOTAL	\$ 10,959.20
15% indirect cost ⁵		\$ 1,643.88
Typical Annual Cost per Student		\$ 12,603.08

¹Actual Services may vary based on individual need. LEA will be responsible for actual services provided and will be billed based on the hourly rate for practitioner type noted in the table below. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

²Typical service level includes direct client care and other time. The amount billed will be based on the direct client care time associated with the corresponding CPT/HCPCS code of the service provided multiplied by the practitioner rate per hour.

³Service codes are based on either CPT or HCPCS codes as defined in the Medi-Cal billing manual.

⁴Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁵Indirect costs of 15% will be added to each invoice total.

RATE SCHEDULE

Practitioner Type for VCBH staff	Rate per hour
Licensed Practitioner of Health Arts (LPHA)	\$ 365.32
Psychologist/Pre-licensed Psychologist	\$ 564.53
Peer Services	\$ 288.60
Mental Health Rehab Specialist	\$ 274.86
Aspiranet COEDs Services ⁴	\$-

⁵Indirect costs of 15% will be added to each invoice

⁴Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁶County may adjust rates with 30 days' notice to LEA.

9.31



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.31 MOU Between Rio School District and Aspiranet for Special Education Mental Health Services FY 2024/2025
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	21,429.88
Budgeted	Yes
Budget Source	Special Education Funds
Recommended Action	Staff recommends board approval of the addendum to the Aspiranet MOU.

Public Content

Speaker: Erika Johnson, Director of Pupil Personnel Services

Rationale:

The District is responsible for ensuring that students with disabilities receive special education and related services needed to address their social, emotional, and behavioral needs and receive a free and appropriate public education (FAPE) in accordance with IDEA and pursuant to Education Code 56195 *et seq.* and 56205.

This memorandum of understanding will be in effect from July 1, 2024, through June 30, 2025, and will ensure that students per their IEP will receive Collaborative Educational Supports (COEDS), which is supplemental to Educational Related Social Emotional Services (ERSSES). COEDS targets behaviors or symptoms that are jeopardizing the student's access to their FAPE. COEDS collaborates with school staff to provide students with one-to-one, face-to-face treatment intervention, parent partner, and social work services to decrease the risk of residential treatment services.

[COEDS MOU 24 25 FINAL RIO ELEMENTARY.docx \(1\).pdf \(222 KB\)](#)

Administrative Content

Executive Content

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

MEMORANDUM OF UNDERSTANDING BETWEEN ASPIRANET, LOCAL EDUCATIONAL AGENCY, AND VENTURA COUNTY OFFICE OF EDUCATION / SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S SPECIAL EDUCATION MENTAL HEALTH SERVICES

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2024 by and among the Local Educational Agency (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

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

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

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

NOW, THEREFORE, it is agreed as follows:

1. ARRAY OF SERVICES

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

2. POPULATION/CACHEMENT AREA TO BE SERVED

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

3. CLIENT DESCRIPTION/CHARACTERISTICS

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

- Student with academic challenges related to behavioral or attendance difficulties
- Student with academic difficulties due to issues/stressors at home.

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

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

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

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

4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION

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

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

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit a COEDS authorization form to Aspiranet COEDS with LEA.

5. COEDS SERVICE OPTIONS

COEDS OPTION 1

1. PROGRAM GOALS:

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

2. INTERVENTION STRATEGIES:

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

3. TREATMENT SERVICES:

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

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2023-2024 (July 1 -June 30)	COEDS 1	4-5 With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:
 - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the students; and
 - Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the

problem behaviors.

- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner Clinical Supervisor Lead Youth Partner (Supervisor) COEDS Program Manager	<p>Youth Partner will begin individual meetings with student at the frequency determined by the IEP team from 1-2 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</p> <ul style="list-style-type: none"> • Youth Partner will provide behavioral interventions to support the BIP/CBIP. <p>Monthly reviews of progress will be conducted in collaboration with COEDS staff members, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</p> <ul style="list-style-type: none"> • At end of hours specified on IEP, if COEDS staff believe the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed. • Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager. • Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent. 	120 days *longer with approval of extension

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

Procedure for COEDS 1 Referral and Authorization

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

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

COEDS OPTION 2 & 3

1. PROGRAM GOALS:

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

COEDS services cannot be provided solely:

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

COEDS services are not for:

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

2. INTERVENTION STRATEGIES:

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

3. TREATMENT SERVICES:

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

Service Year FY 2023-2024 (7/1/23 – 6/30/24)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	Approx 9-12+ Months	Parent Support Social Work Services Behavioral Interventions

*Unit of service calculated by cost of team/student

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

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

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

Procedures for COEDS Option 2 & 3 Referral and Authorization

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, most recent IEP progress reports, Individual Services Support Plan (ISSP), most recent psycho educational assessment report including ERSSES Assessment, and COEDS Authorization form
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting .
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP, but there are no minimum hours of service.) An end date is recommended. COEDS services are noted in the Offer of FAPE.
5. .
6. An initial contact will be attempted within 72 hours of services being added to student's IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager, and or District Representative, if unable to make contact.
7. COEDS will assign the case to COEDS Options 3 staff. Aspiranet COEDS will offer an orientation meeting on the start date specified on the IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family..
8. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
9. Aspiranet COEDS shall develop a strength-based family support plan within 60 days of orientation . The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
10. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.
11. Aspiranet COEDS shall provide a summary of the weekly minutes from the Family Support Team Meetings to Special Education Case Manager on a monthly bases to be placed in the student's file.

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

6. FUNDING OF SERVICES

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

7. SCHEDULE OF FEES

COEDS I: Children/youth in Option 1 services will be invoiced at a rate of \$545.49 per week, reflecting the cost of ten hours per week for an assigned Youth Partner and a proportional cost of clinical supervision across all Option 1 clients.

COEDS 2 and 3: The cost of services described below per student in each Option.

Staff Type	Unit type	Cost per unit type
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students) Per student cost	 \$746.46/week per student
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students) Per student cost	 \$957.00/week per student
24/7 On-Call Support Services *as needed		\$150.00 per on-call support event

8. BILLING & PAYMENT PLAN

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.
- o Each LEA will pay the CONTRACTOR within 30 days of the invoice date, which will be issued by the 15th day of the next month after services is provided at the address associated on the invoice.
- o The LEA invoices will include a detailed list of each client, tier of service and rate. The invoice will include an aggregate offset in the amount of the monthly Medi-Cal services provided for the clients in the school district as stipulated in Section 6. FUNDING OF SERVICES.

9. NON ENGAGEMENT

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

10. REPORTING REQUIREMENTS

Aspiranet COEDS shall submit cumulative performance reports to the LEA Contract Monitor to be presented to the ERSSES Oversight Committee and/or Regional Meetings.

11. MEETINGS/COMMUNICATIONS

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

12. DESIGNATED CONTRACT MONITOR

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

13. PRIVACY

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

14. STUDENT DATA PRIVACY

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

15. INDEMNIFICATION

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

16. REQUIRED INSURANCE

- a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that

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

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

VCOE may immediately terminate this Agreement.

17. LEGAL FEES

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

18. NON-EXCLUSIVITY

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

19. INTEGRATION

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

20. LAWS AND VENUE

This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

21. FORCE MAJEURE

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

22. THIRD PARTY RIGHTS

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

23. SEVERABILITY

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

24. TERM

This MOU shall be in effect from July 1, 2023, through June 30, 2024. This MOU shall terminate as of the close of business on June 30, 2024. However, this MOU may be extended by mutual written agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

25. DISPUTE RESOLUTION

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

By July 1, 2023, and for any extension of this MOU beyond June 30, 2024, CONTRACTOR, VCOE/SELPA and LEA will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding CONTRACTOR, VCOE/SELPA and LEA mediation. The parties will use the following process:

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

26. IMPLEMENTATION RESPONSIBILITY

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

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

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

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

RIO ELEMENTARY SCHOOL DISTRICT

ASPIRANET

BY _____
(authorized signature)

BY _____
(authorized signature)

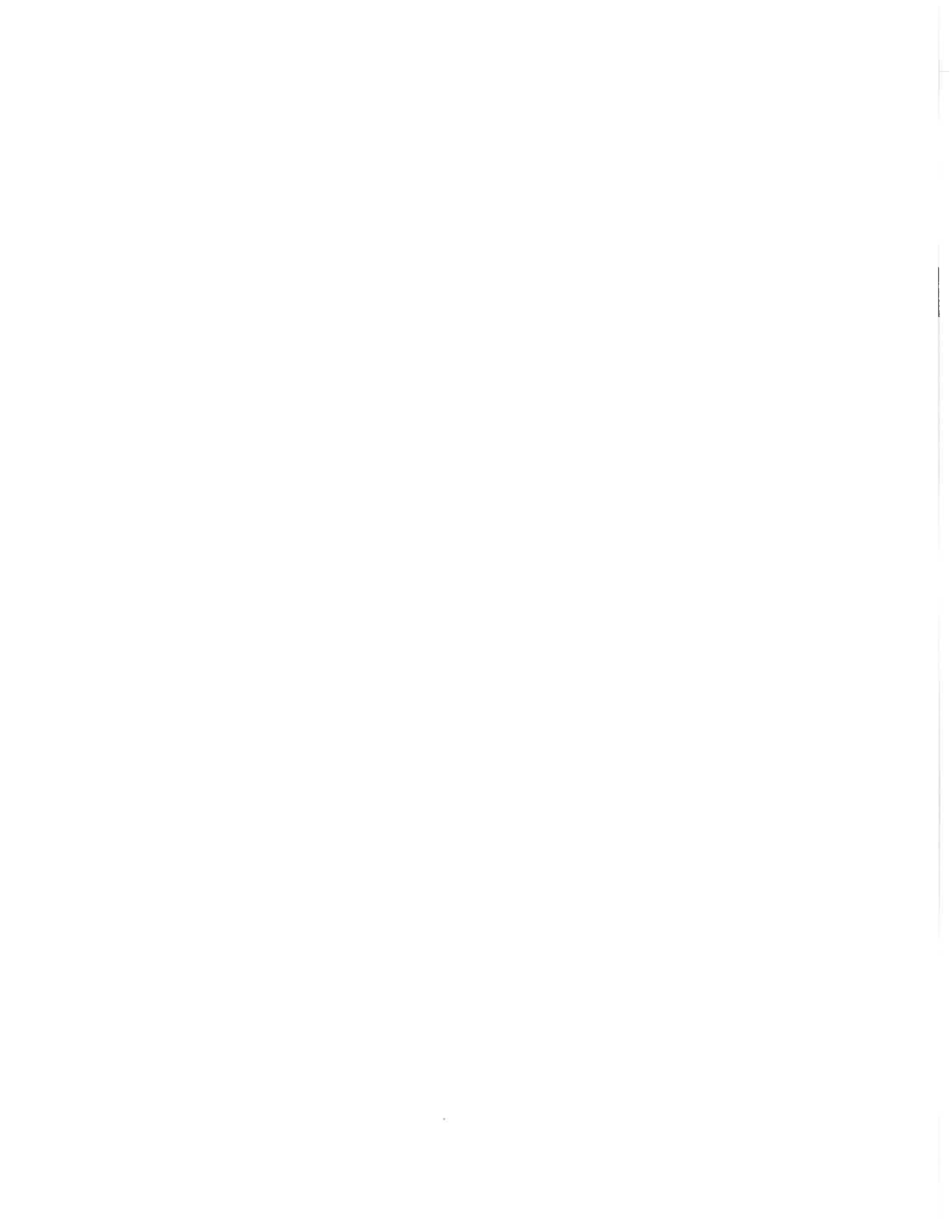
(print name and title)

(print name and title)

Date

Date

9.32





Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.32 Approval to declare and sell obsolete E-waste Devices
Access	Public
Type	Action (Consent)
Preferred Date	Jun 26, 2024
Absolute Date	Jun 26, 2024
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the obsolescence and selling of the listed devices.

Public Content

Speaker: Jarkko Myllari

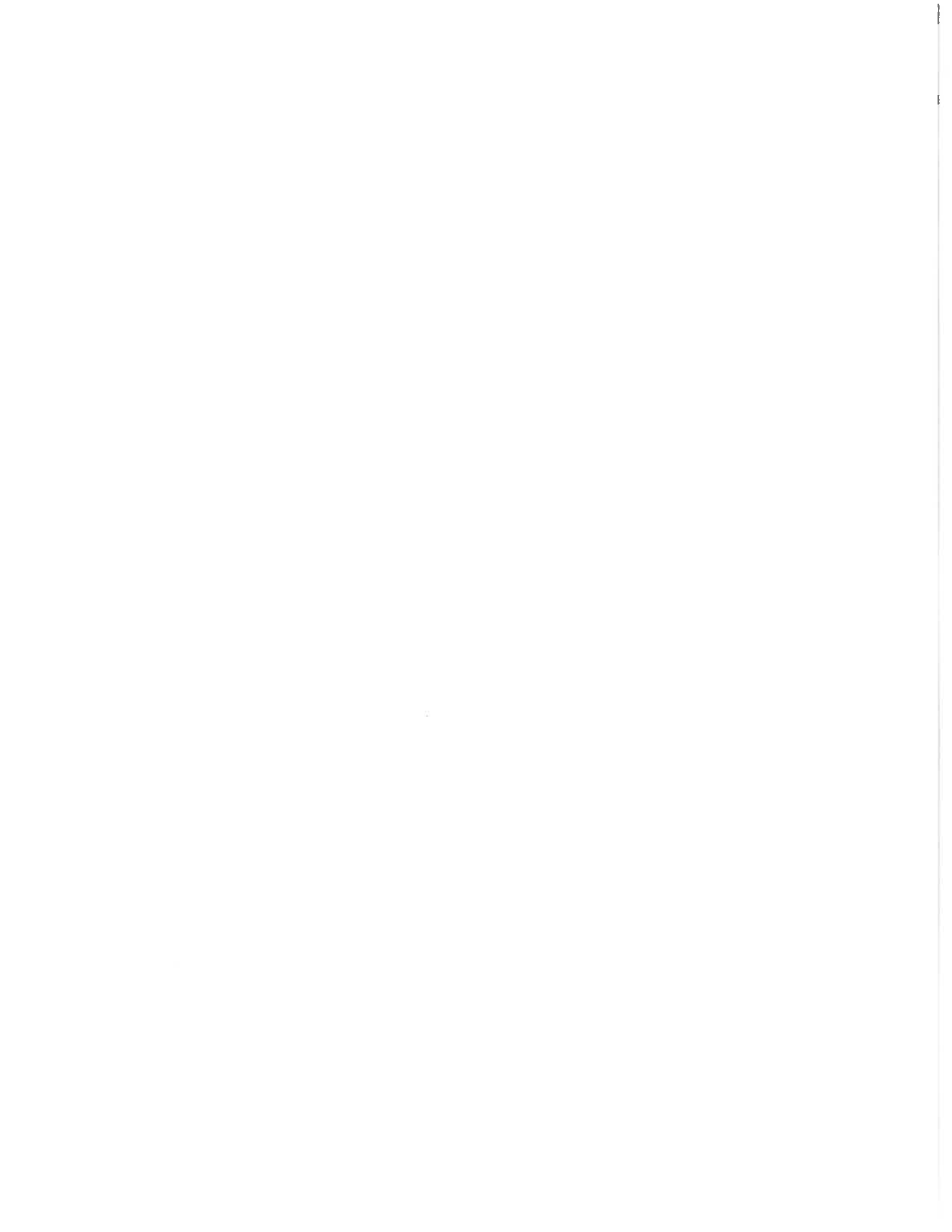
Rationale: To ensure appropriate and safe recycling and post-processing of the irreparable and obsolete technology devices, Technology Services recommend approving the list of e-waste devices. An RFP will be run to select the vendor to purchase and process the e-Waste in June / July.

[Dec 2023 Asset Tag Inventory Spreadsheet \(Obsolete\).xlsx \(289 KB\)](#)

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.



Type	Notes	Total units: 807
Computer Monitors		1
Interactive TVs		2
Interactive TV PC		7
Meraki Access Points		29
Computer Towers		5
Printers		2
Projectors, Televisions, VCR's & Document Cameras		42
Emacs, Imacs, & Ibooks (Apple Computers)		5
iPads, Tablets		34
Laptops	100e	159
Laptops	100e	180
Laptops	300e	1
Laptops	N23	176
Laptops	Acer CBs	10
Laptops	HP CBs	1
Laptops	Acer C7xx	68
Laptops	Acer Netbooks	79
Laptops	Acer Pxxx	6

9.33



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.33 Approval of the 2nd Quarter List of Pre-Qualified Bidders for 2024/2025
Access	Public
Type	Action (Consent)
Budget Source	There will be no impact to the District's General Fund. The District's costs will be funded out of dedicated facilities bond and related mitigation fee funds.
Recommended Action	The Board is asked to approve the Pre-Qualified Bidder list from Quality Bidders for the 24/25 year.

Public Content

Speaker: Wael Saleh, Assistant Superintendent of Business Services

Background

California Assembly Bill 1565 (AB 1565), passed in 2014 & was updated with AB 2031 (2018) states that if the governing board of the district uses funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 for contracts totaling \$1,000,000, that the governing board of the district shall require prospective bidders (General and Mechanical, Electrical and Plumbing [MEP] subcontractors) to complete and submit, to the district, a standardized prequalification questionnaire and financial statement. This pre-qualification questionnaire must meet the minimum requirements set forth by the Department of Industrial Relations (DIR) for pre-qualification.

Administrative Regulation 3311 (AR 3311) and Public Contract Code (PCC) 20111.5, state that the district may establish a procedure for prequalifying bidders on a quarterly basis or yearly basis and may authorize that pre-qualification be considered valid for up to one calendar year following the date of the initial pre-qualification. PCC 20111.6 requires all prospective bidders to complete and submit to the governing board of a school district a standardized pre-qualification questionnaire and financial statement for board adoption for certain projects. This applies to prime contractors and MEP sub-contractors.

In 2019, the Board approved the contract with Quality Bidders to provide an online pre-qualification application process. Beginning in 2024, the Board is approving pre-qualified bidders on a quarterly basis. Applications received by Quality Bidders have been reviewed by staff, and the attached pool of prequalified bidders is recommended for approval. Once eligible bidders have been notified of their approval by the District, their approval shall be renewed annually via the same online process.

Ten (10) days after Board approval of this bidder list, the District may send out documents requesting bids from the pre-qualified list for any future facility project.

The pre-qualification process remains open throughout the year and eligible bidders seeking to be added to the pool will be presented to the Board for approval on a quarterly basis. The following Prequalification Period shall apply:

- 1st Quarter Update, applications submitted by last business day of February, will be presented to the Board at the March meeting for approval.
- 2nd Quarter Update, applications submitted by last business day of May, will be presented to the Board at the June meeting for approval.
- 3rd Quarter Update, applications submitted by last business day of August, will be presented to the Board at the September meeting for approval.
- 4th Quarter Update, applications submitted by the last business day November, will be presented to the Board at the December meeting for approval.

Attached is a list of pre-qualified bidders.

Rationale:

Adoption of an online pre-qualification process, which is compliant with the law, will save significant District staff time by automating the pre-qualification and reference checks of all prospective bidders. In neighboring Districts, hundred of prospective bidders have gone through this online pre-qualification process and are familiar with the process. Once eligible bidders have been notified of their approval by the Board of Trustees, their approval can be renewed annually via the same on line process.

[Rio School District Q2 2024 Prequal Approvals.pdf \(85 KB\)](#)

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.

Application Report

Rio School District. Q2 - 2024

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expire	Approval Limit
1st California Construction, Inc.	Alex Zamani	P.O.BOX 70316, Pasadena, CA, 91117	626-633-6673	626-445-3726	firstconstruction@yahoo.com	845184_	A (General Engineering Contractor), B (General Building Contractor)	APPROVED	02/29/2024	02/28/2025	\$3,750,000
ACCO ENGINEERED SYSTEMS INC dba ACCO ENGINEERED SYSTEMS	Cindl Adler	888 East Walnut Street, Pasadena, CA 91101(HQ)	818-244-6571	000-000-0000	cadler@accos.com	120696_	A (General Engineering Contractor), B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-10 (Electrical Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-36 (Plumbing Contractor), C-38 (Refrigeration Contractor), C-16 (Fire Protection Contractor), C-42 (Sanitation System Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	09/06/2023	09/06/2024	
ACH Mechanical Contractors, Inc.	Amanda Sanchez	411 Business Center Court, Redlands, CA, 92373	909-307-2850	909-307-2853	amandas@achmechanical.com	780560_	B (General Building Contractor), A (General Engineering Contractor), HAZ (Hazardous Substance Removal Certification), ASB (Asbestos Certification)	APPROVED	08/10/2023	08/10/2024	
AMG & Associates, Inc.	Albert M. Giacomazzi	26535 Summit Circle, Santa Clarita, CA 91350	661-251-7401	661-251-7405	estimating@amgassociatesinc.com	881824_	B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-36 (Plumbing Contractor), C-16 (Fire Protection Contractor)	APPROVED	08/06/2023	08/06/2024	
AP Construction Group Inc DBA Air Plus APEX FIRE PROTECTION, INC.	Dave Djouzale ZARE BABAYAN	15537 Cabrillo Road, Van Nuys, CA, 91406 2155 VERDUGO BLVD, #220, MONTROSE, CA, 91020	818-780-8855 x25	818-780-2408	bidding@apconstructiongroup.com	573122_	B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-36 (Plumbing Contractor), C-16 (Fire Protection Contractor)	APPROVED	09/05/2023	09/05/2024	
Ace Electric Inc	Carol Powell	6061 Fairmount Ave, San Diego, CA, 92120	619-614-4767	619-521-9742	carol.p@aceelectricinc.com	835109_	C-10 (Electrical Contractor), A (General Engineering Contractor), B (General Building Contractor)	APPROVED	02/29/2024	02/28/2025	\$5,000,000
Advanced Alarm & Fire, Inc.	Paula Cassini	8724 Millingrove Dr., Santa Fe Springs, CA, 90670	562-351-3694		paula@weprotec.com	750871_	C-10 (Electrical Contractor), A (General Engineering Contractor), B (General Building Contractor)	APPROVED	02/29/2024	02/28/2025	\$250,000
American Building Automation, Inc.	Betty Murphy	5528 Everglades Street, Suite A, Ventura, CA, 93003	805-658-0165	805-658-1865	bmurphy@abalinc.biz	756997_	C-7 (Low Voltage Systems Contractor), B (General Building Contractor), C-10 (Electrical Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	09/05/2023	09/05/2024	
Apple Valley Communications, Inc.	Jay Loveto	21845 Highway 18, Apple Valley, CA, 92307	760-247-2668	760-247-0087	jlovato@avcsystems.com	542842_	C-10 (Electrical Contractor), C-7 (Low Voltage Systems Contractor)	APPROVED	08/06/2023	08/06/2024	
Ardalan Construction Company, Inc	Teo Barragan	8 E Gainsborough Rd, Thousand Oaks, CA, 91360	805-496-7273	805-496-7310	teo@ardalancc.com; bids@ardalancc.com	893121_	B (General Building Contractor), A (General Engineering Contractor)	APPROVED	09/08/2023	09/06/2024	

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expires	Approval Limit
Avidex Industries LLC	Ron Ponce	20382 Hemana Circle, Lake Forest, CA, 92630	949-428-6333	949-428-6334	biddesk@avidex.com	981651_	C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor)	APPROVED	09/06/2023	09/06/2024	
BALFOUR BEATTY CONSTRUCTION LLC	Alexis D'Epagnier	13520 Evening Creek Drive North, Suite 270, San Diego, CA 92128	858-635-7400 x39	858-635-7401	adeapagnie@balfourbeattyus.com	979126_	A (General Engineering Contractor), B (General Building Contractor)	APPROVED	09/05/2023	09/05/2024	
BRavo CONCRETE CONSTRUCTION SERVICES, INC.	KATHLEEN BOHANNON	681 W. LA CADENA DRIVE, RIVERSIDE, CA, 92501	951-680-9009	951-680-9028	kathy@bravoconcreteshop.com	856049_	A (General Engineering Contractor), B (General Building Contractor), C-8 (Concrete Contractor)	APPROVED	05/04/2024	05/04/2025	\$6,500,000
BRIAN DE VRIES CONSTRUCTION INC DBA DE VRIES CONSTRUCTION	Rakan Jordan Saleh	3440 Warner Ave. Suite L, Santa Ana, CA, 92704	949-364-3816	949-364-3813	velerie@devrisescon.com	786273_	C-8 (Concrete Contractor)	APPROVED	05/04/2024	05/04/2025	\$2,500,000
Ball Construction, Inc.	Grant Wood	9852 E. Joe Vargas Way, South El Monte, CA, 91733	626-442-8003	626-442-8315	estimating@ballconstruction.com	524540_	A (General Engineering Contractor), B (General Building Contractor), C-17 (Glazing Contractor), C-39 (Roofing Contractor), C-43 (Sheet Metal Contractor)	APPROVED	08/06/2023	08/06/2024	
Best Contracting Services, Inc.	Myris Guballa	4301 Beitemount Way Union City, CA 94587	310-328-6969 x210	310-328-8176	estimating@bestcontracting.com	456263_	B (General Building Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	02/29/2024	02/28/2025	\$6,500,000
Bon Air, Inc.	Bahmen Hammni	11340 W. Olympic Blvd. #302, Los Angeles, CA, 90064	310-575-1111	310-479-0029	Brian@bonairinc.com	489561_	A (General Engineering Contractor), B (General Building Contractor), C-21 (Building Moving/Demolition Contractor), C-22 (Asbestos Abatement Contractor), HAZ (Hazardous Substance Removal Certification), ASB (Asbestos Certification), C-10 (Electrical Contractor), C-39 (Roofing Contractor), C-33 (Painting and Decorating Contractor), C-61 (Limited Specialty)	APPROVED	09/06/2023	09/06/2024	
Bowen Engineering and Environmental	Erik Bowen	4664 S. Cedar Ave, Fresno, CA, 93725	559-233-7464	559-233-7468	office@bowendemo.com	816486_	B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-33 (Painting and Decorating Contractor), C-39 (Roofing Contractor), C-43 (Sheet Metal Contractor)	APPROVED	05/04/2024	05/04/2025	\$1,050,000
Brazos Urethane, Inc.	Craig Opel	28770 Ave. 14 1/2 Madera, CA 93638	559-674-1111	559-874-2222	c.opel@brazosurethane.com	982578_	A (General Engineering Contractor), C-13 (Fencing Contractor)	APPROVED	02/29/2024	02/28/2025	\$2,500,000
C&W Construction Specialties, Inc.	Lisa Young	2419 Palma Drive, Ventura, CA, 93003	805-642-0204	805-642-5141	llyay@cwcs.us	256795_	B (General Building Contractor), C-51 (Structural Steel Contractor)	APPROVED	05/04/2024	05/04/2025	\$250,000
C.W. Driver, LLC	Jennifer Vasquez	468 N. Rosemead Blvd., Pasadena, CA, 91107	626-351-8800	626-351-8880	jvasquez@cwdriver.com	1009002	B (General Building Contractor)	APPROVED	08/10/2023	08/10/2024	
CABD Construction Inc	Artem Mikrtyan	8526 San Fernando Road, Sun Valley, CA, 91352	818-970-0332	818-578-7774	info@cabdlinc.com	979660_	B (General Building Contractor), C-61 (Structural Steel Contractor)	APPROVED	11/22/2023	11/22/2024	
CENTER GLASS CO NO 9	Michelle Ortiz	3910 MARKET ST STE A, Ventura, CA, 93003	805-642-0149	805-642-8421	michelle@centerglasscompany.com	244559_	C-17 (Glazing Contractor)	APPROVED	08/10/2023	08/10/2024	
COLOR NEW CO	LOUIS LOIZU	22855 CALIFA ST, WOODLAND HILLS, CA, 91367	818-884-0856	818-884-0217	colomewco@yahoo.com	818650_	B (General Building Contractor), C-33 (Painting and Decorating Contractor)	APPROVED	02/29/2024	02/28/2025	\$1,000,000

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expires	Approval Limit
CTG Construction Inc. dba C T Georgiou Painting Co.	Costas Georgiou	433 Lecouneur Ave., Wilmington, CA, 90744 27720 Spandau Drive, Saugus, CA, 91350	310-834-8015	310-834-1680	marlab@ctgconstruction.net	635916_	B (General Building Contractor), C-33 (Painting and Decorating Contractor)	APPROVED	08/06/2023	08/06/2024	
Call Painting, Inc.	Dimitrios Flessas	1229 N. Ventura Avenue, ventura, CA, 93001 PO Box 2687, Tehachapi, CA, 93581	805-648-5906 x107	805-648-5905	limitros@calpainting.com tammy@integratedfine.org	834375_ 502754_	C-33 (Painting and Decorating Contractor) C-10 (Electrical Contractor), C-16 (Fire Protection Contractor)	APPROVED	05/04/2024	05/04/2025	\$900,000
Carter Fire Protection, dba Integrated Fire & Safety	Tammy McQuilliams	15412 Electronic Lane, Suite 102, Huntington Beach, CA, 92649	805-813-2992	805-426-9426	dan@centerlineccc.com	832808_	C-61 (Limited Specialty) C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor)	APPROVED	02/29/2024	02/28/2025	\$250,000
Checkpoint Communications, Inc	Paula Cassini	1068 La Mirada Ct Vista, CA 92081	714-892-5050 x114	714-892-9589	bids@ccomwire.com	545063_	B (General Building Contractor), C-5 (Framing and Rough Carpentry Contractor)	APPROVED	02/29/2024	02/28/2025	\$650,000
Core Contracting, Inc	Art Taylor		760-683-8308	760-683-8309	ataylor@corecontractinginc.co	905751_	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-36 (Plumbing Contractor), C-43 (Sheet Metal Contractor), B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor)	APPROVED	02/29/2024	02/28/2025	\$5,000,000
Couts Heating And Cooling	Michael Stewart	35383 colonial dr., yucaipa, CA, 92881	951-278-5560 x122	951-278-5570	lswitzer@couts.com	375584_	A (General Engineering Contractor), B (General Building Contractor), C-9 (Concrete Contractor) C-6 (Cabinet, Millwork and Finish Carpentry Contractor)	APPROVED	02/29/2024	02/28/2025	\$3,500,000
DJS General Contracting, Inc.	Lauren Simington	4615 Industrial Street Unit 1G, Simi Valley, CA, 93063 P.O. Box 1820, Colton, CA, 92335	805-584-2714	805-584-2023	djs@djscontracting.com cindy@davidmberlinomanaufact	776402_ 520857_	B (General Building Contractor), C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor), C-33 (Painting and Decorating Contractor)	APPROVED	09/05/2023	09/05/2024	
EIDIM Group Inc. dba EIDIM AV Technology	Aman Jain	1015 S. Placentia Ave. Fullerton, CA 92831 4998 FOOTHILL RD., CARPINTERIA, CA, 93013	562-777-1009 x104	562-777-9120	estimate@eidim.com	824410_	B (General Building Contractor) APPROVED	09/05/2023	09/05/2023	08/06/2024	
EJS CONSTRUCTION, INC.	Vanessa Real	4485 Runway St., Simi Valley, CA, 93063	818-993-3732	805-422-8117	kat@highvoltelectric.com	963370_	C-13 (Fencing Contractor), B (General Building Contractor) C-10 (Electrical Contractor), C-11 (Elevator Contractor)	APPROVED	11/22/2023	11/22/2024	
Eco Energy Solutions, Inc. dba High Volk Electric	Kano Gyonhyan	5261 Pedley Rd., Riverside, CA, 92509	951-685-5000 x101	951-360-8685	aljohnson@econofenceinc.com	337734_	B (General Building Contractor) APPROVED	09/05/2023	09/05/2023	09/05/2024	
Econo Fence, Inc.	Amanda Johnson	200 Suburban Road, Suite A, San Luis Obispo, CA, 93401	805-544-8224	805-544-0208	info@electcraftinc.com	468443_	B (General Building Contractor) APPROVED	09/05/2023	09/05/2023	09/05/2024	\$550,000
Electcraft, Inc.	Jon W. Tredor (Wes)	2225 Windsor Ave., Altadena, CA, 91001	323-660-4141	323-660-6211	ru@electroconstruction.com	95881_	A (General Engineering Contractor), B (General Building Contractor), C-10 (Electrical Contractor)	APPROVED	11/22/2023	11/22/2024	
Electro Construction Corp.	Rune Jensen	1921 Carmegie Ave. Suite #3C, Santa Ana, CA, 92705	657-210-4512 x101	657-207-5003	rob@ellerfed.com;angle@ellerfed.com;dlrk@ellerfed.com	1051412	B (General Building Contractor) APPROVED	11/22/2023	11/22/2023	11/22/2024	
Elite Foodservice Development LLC	Robert Perry	7200 Helena Place, Fontana, CA, 92336	909-574-8090	909-574-0902	greg@flooredtile.com	791250_	C-6 (Ceramic and Mosaic Tile Contractor)	APPROVED	08/05/2023	08/05/2024	
Floored Tile & Stone	Greg Zwemer	2949 Onyx Avenue, Klamath Falls, OR, 97603	541-884-5554	541-882-5643	ebaker@remontmillwork.com	249756_	C-6 (Cabinet, Millwork and Finish Carpentry Contractor)	APPROVED	08/06/2023	08/06/2024	
Fremont Millwork Co.	Elizabeth Baker	1120 Commerce Ave, 25, Atwater, CA, 95301	209-676-8029	209-676-8067	adebard@gdvi.net	837357_	B (General Building Contractor) APPROVED	05/31/2024	05/31/2025	05/31/2025	\$1,500,000
Global Modular Inc	Adam DeBard										

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expires	Approval Limit
HPS Mechanical, Inc.	Alma Martinez	3100 E. Belle Terrace Bakersfield, CA 93307	661-397-2121 x8209	661-396-2569	planroom@hpsmechanical.com	793014_	A (General Engineering Contractor), B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-2 (Insulation and Acoustical Contractor), C-10 (Electrical Contractor), C-16 (Fire Protection Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-34 (Pipeline Contractor), C-36 (Plumbing Contractor), C-42 (Sanitation System Contractor), C-43 (Sheet Metal Contractor), C-46 (Solar Contractor), HAZ (Hazardous Substance Removal Certification)	APPROVED	08/06/2023	08/06/2024	
Hellas Construction	Andrew Clough	12000 West Palmer Lane, Austin, TX, 78613	512-250-2910	512-250-1960	adough@hellasconstruction.co	852751_	A (General Engineering Contractor), B (General Building Contractor), C-10 (Electrical Contractor), C-61 (Limited Specialty)	APPROVED	05/04/2024	05/04/2025	\$8,000,000
J. Noble Binns Plumbing Co., Inc.	Michelle Heinfichs	3529 Pegasus Drive, Bakersfield, CA, 93308	661-615-6101	661-615-6108	michelle@jbnspumbing.com	481544_	C-36 (Plumbing Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-34 (Pipeline Contractor), C-16 (Fire Protection Contractor), C-65 (Water Conditioning Contractor)	APPROVED	08/06/2023	08/06/2024	
J.R. Barto Heating / Air-Conditioning / Sheet Metal Inc	Michelle Bevington	PO Box 2720, Orcutt, CA, 93455	805-928-5486	805-937-6807	lauren@jbarto.com	738011_	B (General Building Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-36 (Plumbing Contractor), C-43 (Sheet Metal Contractor)	APPROVED	08/06/2023	08/06/2024	
JAM Fire Protection, Inc. dba JAM Corporation	Geoff Szabo	1930 S. Myrtle Ave., Monrovia, CA, 91016	626-256-4400	626-256-4401	geoff.szabo@jamfire.com	791060_	B (General Building Contractor), C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor), C-16 (Fire Protection Contractor)	APPROVED	08/06/2023	08/06/2024	
JPI Development Group, Inc.	Maricza Baltazar	41205 Golden Gate Circle, Murrieta, CA, 92562	951-973-7680	951-973-7690	estimating@jpddevelopment.co	778930_	A (General Engineering Contractor), B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-8 (Concrete Contractor), C-16 (Fire Protection Contractor), C-34 (Pipeline Contractor), C-36 (Plumbing Contractor)	APPROVED	09/05/2023	09/05/2024	
John S. Bascom Inc. dba Precision Plumbing-Mechanical	John Bascom	5350 Gabbert Rd., Moorpark, CA, 93021	805-529-4748	805-529-5433	india@ppmemail.com	533836_	C-36 (Plumbing Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor)	APPROVED	09/05/2023	09/05/2024	
Junior Steel Co.	Janet Alvarez	134 w 168th st, Gardena, CA, 90248	310-856-6868	310-856-6872	janeta@anvsteel.com	825032_	B (General Building Contractor), C-23 (Ornamental Metal Contractor), C-51 (Structural Steel Contractor)	APPROVED	08/06/2023	08/06/2024	
K & Z CABINET CO., INC.	DENNIS CHAN	1450 S Grove Avenue, ONTARIO, CA, 91761	909-947-3567	909-947-3264	mreangco@kzcabr.com	319196_	C-6 (Cabinet, Millwork and Finish Carpentry Contractor)	APPROVED	08/10/2023	08/10/2024	

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expires	Approval Limit
K F Y UNITED MECHANICAL CONTRACTORS, INC. dba UNITED MECHANICAL CONTRACTORS	JEREMY YABLAN	794 E. LOS ANGELES AVE., SIMI VALLEY, CA 93065	805-583-1010 x114	805-582-1126	jeremy@umcontractors.com	759496_	B (General Building Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	08/10/2023	08/10/2024	
KITCOR CORPORATION	Ruby Soriano	9959 Glenoaks Blvd, Sun Valley, CA, 91352	x15	818-767-4658	nuby@kitcor.com	244236_	C-43 (Sheet Metal Contractor)	APPROVED	02/29/2024	02/28/2025	\$1,250,000
Kemcorp Construction, Inc.	Melissa Reynolds	2060 E. Locust Street, Unit G, Ontario, CA, 91761	909-947-0639	909-947-0624	melissa@kemcorp.net	934522_	B (General Building Contractor), A (General Engineering Contractor)	APPROVED	08/10/2023	08/10/2024	
Lee and Stiles, Inc.	Katrina Richardson	634 S. Palmetto Ave, Ontario, CA, 91762	909-983-9557	909-983-1351	katrina@lee-stiles.com	288402_	A (General Engineering Contractor), C-12 (Earthwork and Paving Contractors)	APPROVED	08/10/2023	08/10/2024	
Los Angeles Engineering, Inc.	Joseph Haygood	633 N. Berranca Ave, Covina, CA, 91723	626-454-5222 x208	626-454-5226	joseph@laeng.net	591176_	A (General Engineering Contractor), B (General Building Contractor), C-10 (Electrical Contractor), C-27 (Landscape Contractor), HAZ (Hazardous Substance Removal Certification), C-61 (Limited Specialty)	APPROVED	08/06/2023	08/06/2024	
MM Mechanical, Inc.	Kimberly Eckert	1027 Chidy Lane, Carpinteria, CA, 93013	805-745-1126	805-745-1116	kimberly@mmmechanical.net	774231_	C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-36 (Plumbing Contractor)	APPROVED	08/06/2023	08/06/2024	
Mama Landscape, Inc. McClanahan Inc DBA Hatmanalfe	Hue Ta Cindy McClanahan	3707 W Garden Grove Blvd, Orange, CA, 92868 12 Gardenia, Lake forest, CA, 92630	714-939-6600 x485	714-935-1199	estimator@mainaco.com balanceandtest@aol.com	492862_ 1017713	C-61 (Limited Specialty) B (General Building Contractor), A (General Engineering Contractor)	APPROVED APPROVED	08/10/2023 08/10/2023	08/10/2024 08/10/2024	
Modern Construction Management Inc., DBA MCM Construction Inc.	Sean Yousefian	13400 Riverside Dr, Suite 120 Sherman Oaks 91423	424-234-6532		info@mcmconstructors.com	1059356	A (General Engineering Contractor), B (General Building Contractor)	APPROVED	09/05/2023	09/05/2024	
Monet Construction, Inc	Richard Boctor	7610 Day St, Tujunga, CA 91042	818-330-7306	818-330-7308	info@monetinc.net	826930_	C-61 (Limited Specialty)	APPROVED	08/10/2023	08/10/2024	
Ohno Construction Company	Sid Fontenot	8884 Junupa Road, Jurupa Valley, CA 92509	619-278-8824 x100	619-278-8671	mail@ohnoconstruction.com	833470_	A (General Engineering Contractor), B (General Building Contractor), C-12 (Earthwork and Paving Contractors), C-27 (Landscape Contractor), C-61 (Limited Specialty)	APPROVED	11/22/2023	11/22/2024	
Oilfield Electric Company	Alan Fletcher	1801 N Ventura Ave, Ventura, CA, 93001	805-648-3131	805-648-4806	info@oilfld.com	125250_	C-10 (Electrical Contractor)	APPROVED	09/05/2023	09/05/2024	
PRECISION AIR BALANCING COMPANY	Karen Fox	1240 N. Jefferson St, Ste H, Anaheim, CA, 92807	714-630-3796	714-630-3998	kfox@precisionairbalance.com	633805_	C-61 (Limited Specialty), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	09/06/2023	09/06/2024	
Pacific Single Ply Roofing Inc	Al Montoya	PO Box 217, La Habra, CA, 90633	562-691-3999	562-691-5852	psp@roadrunner.com	777968_	C-39 (Roofing Contractor)	APPROVED	05/04/2024	05/04/2025	\$250,000
Pathway Communications LTD	Becky Thurmon	12740 Danielson Court, Suite E, Poway, CA, 92064	858-324-1036	858-430-9459	beckyt@pcomus.com	868539_	C-7 (Low Voltage Systems Contractor)	APPROVED	08/10/2023	08/10/2024	
Penn Air Control Inc	Marissa Ramirez	5841 LAKESHORE DR, CYPRESS, CA, 90630	714-220-9091	714-784-7296	marissa@pennairgroup.com	348326_	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), A (General Engineering Contractor), C-27 (Landscape Contractor)	APPROVED	08/06/2023	08/06/2024	
Pierre Landscape, Inc.	Steve Andrews	5455 2nd Street, Inwindsale, CA, 91706	626-587-2121	626-513-2220	bids@pierrelandscape.com	638989_	C-27 (Landscape Contractor)	APPROVED	02/29/2024	02/28/2025	\$3,000,000

Company	Contractor	Address	Phone	Fax	Email	License Number	License Classifications	Status	Status Date	Expires	Approval Limit
Pratemed Ceilings, Inc.	Erica Stalger	475 CAPRICORN STREET, Brea, CA 92821, BREA, CA, 92821	714-255-9336	714-255-9165	erica@pratemedceilings.com	705630_	C-2 (Insulation and Acoustical Contractor), B (General Building Contractor), C-10 (Electrical Contractor), A (General Engineering Contractor), C-61 (Limited Specialty)	APPROVED	08/10/2023	08/10/2024	
Pro-Craft Construction, Inc.	Jessica Reed	500 Iowa Street, Redlands, CA, 92373	909-780-5222	909-797-2812	jreed@procraftci.com	467234_	A (General Engineering Contractor), B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-16 (Fire Protection Contractor), C-34 (Pipeline Contractor), C-36 (Plumbing Contractor), C-42 (Sanitation System Contractor)	APPROVED	08/06/2023	08/06/2024	
Pueblo Construction Inc.	Marcelita Cuevas	232 Anacapa Street Suite 2D, Santa Barbara, CA, 93101	805-564-1313	805-564-1311	marcelita@puebloconstruction.n	538295_	B (General Building Contractor), C-39 (Roofing Contractor)	APPROVED	09/05/2023	09/05/2024	
Reed Mechanical Systems, Inc.	Tom Reed	4300 N Ventura Ave, Ventura, CA, 93001	805-768-6824	805-768-6825	tom@reedmechsys.com	957662_	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), B (General Building Contractor)	APPROVED	08/10/2023	08/10/2024	
Reliable Floor Covering, Inc.	Megan Snook	2304 Townsgate Rd, Nona, Westlake Village, CA, 91361	805-495-4811		megan@reliablefloor.org	839258_	C-15 (Flooring and Floor Covering Contractors), C-64 (Ceramic and Mosaic Tile Contractor)	PROCESSING (APPROVED)	05/31/2024	5/31/25	\$3,000,000
Russell Sigler Inc.	Jeffrey Myers	205 South Puente St., Brea, CA, 92821	714-421-2455		jmyers@siglers.com	960159_	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	08/06/2023	08/06/2024	
SBS Corporation	David Alatorre	2409 Avenida Del La Rosa, Camarillo, CA, 93012	805-494-4363		djalatorre@sbscorp.us	742782_	B (General Building Contractor)	APPROVED	02/29/2024	02/28/2025	\$3,750,000
Serenity Fire Protection	Robert Black	417 S. Associated Rd., # 215, Brea, CA, 92821	714-914-1463		robert@serenityfireprotection.c	902927_	C-16 (Fire Protection Contractor)	APPROVED	02/29/2024	02/28/2025	
Silver Creek Modular LLC.	Joe Nguyen	2830 Barnett Ave., Pentis, CA, 92571	951-943-5393		sales@silvercreekmodular.com	1106686	B (General Building Contractor)	APPROVED	05/04/2024	05/04/2025	\$15,000,000
Simco Mechanical, Inc.	Alex Herbachian	3785 La Crescenta Ave, #102, Glendale, CA 91208	818-957-4994	818-957-4804	pq@simcochemical.com	974288_	C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor)	APPROVED	08/06/2023	08/06/2024	
Smith Mechanical-Electrical-Plumbing Southern Bleacher Company, Inc.	Koran Cloud Carla Hemdon	1340 W. Betteravia Road, Santa Maria, CA, 93455 PO Box One Graham TX 76450	805-621-5000	805-621-5050	kcloud@smithmep.com hemdon@southbleacher.co	420418_ 564497_	A (General Engineering Contractor), B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-36 (Plumbing Contractor), C-43 (Sheet Metal Contractor)	APPROVED	08/06/2023	08/06/2024	
Standard Drywall, Inc.	Angie Peckman	9902 Channel Road, Lakeside, CA 92040	619-443-7034	619-443-7065	apeckman@standarddrywall.co	444328_	B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-9 (Drywall Contractor), C-35 (Lathing and Plastering Contractor)	APPROVED	08/06/2023	08/06/2024	

Company	Contractor	Address	Phone	Fax	Email	License Number	Logos, Classifications	Status	Start Date	Expires	Approval Limit
Stolie Painting	Apostolos Penayiotou	14666 Ramit Drive , Santa Clarita , CA, 91387	661-312-2757	818-975-5325	stolie@ymail.com	699345_	C-33 (Painting and Decorating Contractor)	APPROVED	11/22/2023	11/22/2024	
Suttles Plumbing & Mechanical Corp.	Stephanie Aguilar	2267 Agate Ct., Simi Valley, CA, 93065	818-718-9779	818-936-0996	bid@suttlesplumbing.com	268688_	B (General Building Contractor), C-4 (Boiler, Hot Water Heating and Steam Fitting Contractor), C-20 (Warm-Air Heating, Ventilating and Air-Conditioning Contractor), C-34 (Pipeline Contractor), C-36 (Plumbing Contractor), C-42 (Sanitation System Contractor), C-61 (Limited Specialty), C-16 (Fire Protection Contractor)	APPROVED	02/29/2024	02/28/2025	\$3,500,000
TELENET VOIP, INC.	EMMELINE ADIZON	850 PARKVIEW DRIVE NORTH, EL SEGUNDO, CA, 90245	310-253-9000	310-253-9600	emmeline@telenetvp.com	647808_	C-7 (Low Voltage Systems Contractor), C-10 (Electrical Contractor), C-16 (Fire Protection Contractor), C-61 (Limited Specialty)	APPROVED	08/06/2023	08/06/2024	
TRUELINE CONSTRUCTION & SURFACING INC dba trueline	ED KRUSE	12397 Doherty Street, Riverside, CA 92503	951-817-0777	951-817-0777	trueline40@gmail.com	662625_	A (General Engineering Contractor), C-32 (Parking and Highway Improvement Contractor), ASB (Asbestos Certification)	APPROVED	09/06/2023	09/06/2024	
Taft Electric Company	Travis Roy	1694 Eastman Avenue, Ventura, CA, 93003	805-642-0121	805-650-9015	trv@taftelectric.com	772245_	C-10 (Electrical Contractor), A (General Engineering Contractor), B (General Building Contractor), C-7 (Low Voltage Systems Contractor)	APPROVED	08/10/2023	08/10/2024	
The Adjul Corporation DBA Lee Construction Co.	Debbie Reilly	4288 Adam Road, Simi Valley, CA, 93063	805-522-5195	805-522-5495	debbie@leeconstruction.co	726736_	A (General Engineering Contractor), B (General Building Contractor), C-12 (Earthwork and Paving Contractors)	APPROVED	02/29/2024	02/28/2025	\$3,750,000
VLA Construction Inc	Veronique Loizu	22815 Ventura Blvd. #157, Woodland Hills, CA, 91364	818-225-1800	818-225-8112	vlainc@hotmail.com	1040399	B (General Building Contractor), C-33 (Painting and Decorating Contractor)	APPROVED	08/06/2023	08/06/2024	
Venco Electric Inc.	Roy Martin	2360 Sturgis Road, Suite D, Oxnard, CA, 93030	805-278-1922	805-278-1969	vencoelectric@yahoo.com	446770_	C-10 (Electrical Contractor)	APPROVED	08/10/2023	08/10/2024	
Viola Inc.	Robert Viola	PO Box 5624, Oxnard, CA, 93030	805-487-3871	805-487-3870	estimatng@violainc.com	193390_	A (General Engineering Contractor), B (General Building Contractor)	APPROVED	09/06/2023	09/06/2024	
Waisman Construction, Inc.	Guy Waisman	21430 Strathem St., Unit D, Canoga park, CA, 91304	818-716-6396	818-716-6397	estimating@waiscon.com	839916_	B (General Building Contractor), C-2 (Insulation and Acoustical Contractor), C-10 (Electrical Contractor)	APPROVED	08/06/2023	08/06/2024	
Western States Roofing, Inc.	Lynne Reeves	18605 Parthenia, Northridge, CA, 91406	818-718-0770	818-718-1240	lyne@westernstatesroofing.co	993251_	C-39 (Roofing Contractor), C-39 (Roofing Contractor)	APPROVED	09/05/2023	09/05/2024	

9.34



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.34 Approval of Project 24-02L REBID for the RDV HVAC and Electrical by EJS Construction, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	91,239.32
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve Project 24-02L REBID RDV HVAC and electrical EJS Construction, Inc.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

During the Assembly of Project Plans, sheets A-204 and A-206 the plan sheet scale dimensions were incorrectly labeled. Scale was listed as 1/4" per square foot instead of 1/8" per square foot on these 2 plan sheets resulting in a difference of \$91,239.32.

[RDV HVAC Change Order.pdf \(541 KB\)](#)

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.

Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030

June 06, 2024

Attn; Dr. Puglisi

Subject: Rio Del Valle Middle School

Re: Project 24-02L REBID Rio Del Valle Classroom HVAC & Electrical
EJS Construction, Inc.
Recommendation to Approve CO #1 to EJS Construction, Inc.

Dear Dr. Puglisi,

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

- 1) CO#PR-001-EJS Construction, Inc: Electrical Plan Revisions/Changes on Plan Sheets E201 & E301 Per Architect and Electrical Engineer.

\$ 000.00 (NO Cost)

- 2) CO#2-EJS Construction, Inc: Supply & Install Additional Acoustical Ceiling Systems in Classrooms and Admin Building per RFI#9 Response.

\$91,239.32 (COST)

Total CO #1	\$ 91,239.32
Previous Approved CO's	\$ 0
Original Contract	\$ 3,381,000.00
Revised Contract	\$ 3,472,239.32

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030

CO 1
06-06-2024

PROJECT NO: RSD 24-02L REBID

CO NO: 1

PROJECT NAME: Rio Del Valle Classroom HVAC & Electrical

CONTRACTOR: EJS Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 3,381,000.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 91,239.32
Adjusted Contract Amount	\$ 3,472,239.32

TIME:

Original Contract Completion Date	September 2024
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	September 2024

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

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

RIO SCHOOL DISTRICT

Contractor: EJS Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 6/4/24

PCO to Contract
Rio Bid RSD #24-02L REBID

Rio School District
 Project No RSD 24-02L REBID
 Rio Del Valle Classroom HVAC & ELECT.

CO #1
 06/06//2024

Original Contract \$ 3,381,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
PR-001	EJS	Electrical Plan Revisions/Changes on Plan Sheets E201 & E301 Per Architect Proposal Request #1 (NO COST CHANGE)	The Architect and Electrical Engineer made Electrical Changes based on Revisions and Changes in the New Electrical Switchgear Installation and Electrical Underground Conduit Routing.	\$0.00
2	EJS	Supply & Install Additional Acoustical Ceiling Systems in Classrooms and Admin Building per RF#9 Response. (COST CHANGE)	During the Assembly of Project Plans for Plans Sheets A-204 & A-206 the plan sheet scale dimensions were incorrectly labled. Scale was listed as 1/4" Per Sq.Ft. instead of 1/8" Per Sq. Ft on these 2 Plan Sheets	\$91,239.32

Total CO #1	\$ 91,239.32
Previous Approved CO (NONE)	\$0.00
Original Contract	\$ 3,381,000.00
Revised Contract	\$ 3,472,239.32

9.35



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.35 Approval of Project Proposal for DSA Inspection of the RDV Kitchen Renovation project.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	174,240.00
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the project proposal for DSA Inspection of the RDV Kitchen Renovation project.

Public Content

Speaker:
Wael Saleh, Assistant Superintendent

Rationale:

The RDV Kitchen Renovation needs a DSA Inspector to monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet. The inspector will maintain and update a log specifying hours spent on the project by the special inspectors. The inspection agreement shall begin on or about July 15, 2024 and continue until the job is completed.

[20240611_Project Proposal for DSA Inspection. 06-06-24.pdf \(710 KB\)](#)

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.



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

DSA Cert #4922 – Class 1.
EIN #27-2782038
SOS Corp. # 3245180

(24-ded)

www.kencoconstructionservices.com

"Building Safe Schools"

Project Proposal for DSA Inspection.

Date: 06-06-24

Project Client: Rio School District
1800 Solar Dr. Oxnard, Ca.
Oxnard, Ca. 93030

Proposed Projects: **Rio Del Valle Elementary School – Kitchen Renovation**
3100 N. Rose Ave. Oxnard, Ca. 93036

DSA App. Number: Pending DSA File # 56-26

Scope of Work: One DSA Certified Inspector for the RDV Kitchen Renovation.
All associated work per the approved drawings is included.

Project Rate: Estimated project start date July 15th, 2024
Estimated project completion date April 30th, 2025
\$110.00 per hour (9 months=198 days=1584 hrs. @ 8 hrs. per day) **\$ 174,240.00**

Total Project Estimate: \$ 174,240.00

NOTE:

Be advised that all inspections are subject to contractor performance.
Therefore, this estimated cost proposal is subject to an increase or credit.
All "Over Time" must be approved by the District or the CM prior to OT inspections.
OT is at a rate of \$165.00 per hour after 40 hrs. per week, all holidays, and anything
over 8 hours a day.

*ABC
6/7/24
24-ded*

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attending all planning, pre-con conferences, project meetings, or meetings as required by the client.

(24-066)

- 3. Monitor and observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
- 4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
- 5. This Agreement shall begin on or about July 15th, 2024, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
- 6. **The Rio School District** agrees to pay *KENCO Construction Services, Inc.* our monthly invoice for project services, billed at a rate of **\$110.00 per hour for one DSA Project Inspector**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
- 7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
- 8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, this DSA certified project manager will provide inspections until the IOR returns.

X Kenneth Hinge

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 06-06-24

District Authorized Agent
Rio School District
Date:

Handwritten signature and notes:
KH
BBC
6/7/24
24-066

9.36



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.36 Approval of Change Order #2 to Project 24-03H, Fencing Replacements at 5 Sites by Ardalan Construction, Inc.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	21,340.09
Budgeted	Yes
Budget Source	Measure H Funds
Recommended Action	It is recommended that the Board approve Change Order #2 from Ardalan Construction, Inc. for the Fencing Replacements at 5 Sites.

Public Content

Speaker:

Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Upon installing the New Site Safety & Security Perimeter Fencing at Rio Plaza, it was noted that a section of new Anti-Climb Fencing and New Gate was left out of the Project Plans between OSFS and Building E at Rio Plaza. Ardalan Construction will be providing additional fencing and a gate between OSFS and Classroom Building E.

[Change Order from Ardalan.pdf \(788 KB\)](#)

Administrative Content

Executive Content

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Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030

June 10, 2024

Attn; Dr. Puglisi

Subject: Rio Del Valle M.S., Rio Plaza E.S., Rio Lindo E.S., Rio Del Norte E.S., Rio Real E.S.

Re: Project 24-03H Fencing Replacements at 5 Sites
Ardalan Construction, Inc.
Recommendation to Approve **CO #2** to Ardalan Construction, Inc.

Dear Dr. Puglisi,
Please accept this letter as a recommendation to request approval for **CO #2** to Ardalan Construction, Inc. for **Added** & Deleted scope of work items at the above Project, and as amendment to their contract. The scope change to the project is as follows.

- 1) ARDALAN PCO#5: Provide Fencing and Gate between OSFS/Old District Office and Classroom Building E Per Proposal Request #003 from A4e.
Added Cost of \$21,340.09

Total CO #2	\$ 21,340.09
Previous Approved CO's (#1)	\$ 11,799.74
Original Contract	\$ 1,965,000.00
Revised Contract	\$ 1,998,139.83

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

**Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 2
6-10-2024**

PROJECT NO: RSD 24-03H

CO NO: 2

PROJECT NAME: Fencing Replacements at 5 Sites

CONTRACTOR: Ardalan Construction

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,965,000.00
Previously Approved Change Orders (#1)	\$ 11,799.74
This Change Order	\$ 21,340.09
Adjusted Contract Amount	\$ 1,998,139.83

TIME:

Original Contract Completion Date	June 8 2024
Previously Approved Completion Extension Days	46
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	July 30, 2024,

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

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

RIO SCHOOL DISTRICT

Contractor: Ardalan Construction, Inc.

By _____

By _____

Date _____

Date _____

District Architect; A4e

District PM/CM; Balfour Beatty Construction

By _____

By  _____

Date _____

Date 6/10/24 _____

PCO to Contract
Rio Bid RSD #24-03H

Rio School District
 Project No RSD 24-03H
 Fencing Replacements at 5 Sites

CO #2
 6/10/2024

Original Contract \$ 1,965,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
5	ARD	Provide Fencing and Gate between OSFS/Old District Office and Classroom Building E Per Proposal Request #003 from A4e	Upon Installing the New Site Safety & Security Perimeter Fencing at Rio Plaza it was noted a section of new Anti-Climb Fencing and New Gate was left out of the Project Plans between OFSF/Old District Office and Building E at Rio Plaza	\$ 21,340.09

Total CO #2	\$ 21,340.09
Previous Approved CO #1	\$11,799.74
Original Contract	\$ 1,965,000.00
Revised Contract	\$ 1,998,139.83

9.37



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.37 Approval of Change Order #1 from Los Angeles Engineering, Inc. for Project #24-04L REBID of RDV Sports Field Complex, Phase 2
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	12,278.77
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve Change Order #1 from Los Angeles Engineering, Inc. for Project #24-04L REBID of RDV Sports Field Complex, Phase 2

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Project #24-04L has had a scope change from the original bid. During the submittal review process for Site Field and Storm Drains, it was determined by the Civil Engineer that 4 added Drain Basins would be required for the Baseball Field Storm Drain System.

[Change Order from LA Engineering.pdf \(583 KB\)](#)

Administrative Content

Executive Content

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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.

Balfour Beatty Construction

Rio School District
1800 Solar, 3rd Floor
Oxnard, CA 93030

June 10, 2024

Attn: Dr. Puglisi

Subject: Rio Del Valle Middle School

Re: RSD Project #24-04L REBID Rio Del Valle Sports Field Complex Phase #2
Recommendation to Approve CO #1 to **Los Angeles Engineering, Inc.**

Dear Dr. Puglisi,

Please accept this letter as a recommendation to request approval for CO #1 to **Los Angeles Engineering, Inc.** for **Added & Deleted** scope of work items at the above Project, and as amendment to their contract.

Scope change to the project is as follows.

- 1) RCO#1-**Los Angeles Engineering, Inc.**: Add 4 Drain Basins to Baseball Field Storm Drain System Per RFI#004.

ADDED COST OF \$12,278.77

Total CO #1	\$ 12,278.77
Previous Approved CO's	\$ 0
Original Contract	\$ 5,970,000.00
Revised Contract	\$ 5,982,278.77

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

**Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 1
06-10-2024**

PROJECT NO: RSD 24-04L REBID

CO NO: 1

PROJECT NAME: RIO DEL VALLE SPORTS FIELD COMPLEX PHASE #2

CONTRACTOR: Los Angeles Engineering, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 5,970,000.00
Previous Approved Change Orders	\$ 0.00
This Change Order	\$ 12,278.77
Adjusted Contract Amount	\$ 5,982,278.77

TIME:

Original Contract Completion Date	August 30 2024
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	15
Adjusted Contract Completion Date	September 15 2024

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

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

RIO SCHOOL DISTRICT

Contractor: Los Angeles Engineering, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 6/10/24

PCO to Contract
Rio Bid RSD #24-04L REBID

Rio School District

Project No RSD 24-04L REBID

Rio Del Valle Phase Sports Field Complex Phase #2

CO #1

6/10/2024

Original Contract

\$ 5,970,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
RCO1	LAE	Add 4 Drain Basin to Baseball Field Storm Drain System Per RFI#004 (Added Cost)	During the Submittal Review Process for Site Field & Storm Drains, it was determined by the Civil Engineer that 4 added Drain Basins would be required.	\$ 12,278.77

Total CO #1

\$ 12,278.77

Previous Approved CO's

\$ -

Original Contract

\$ 5,970,000.00

Revised Contract

\$ 5,982,278.77



REQUEST FOR CHANGE ORDER # 001

TO: Rio School District
1800 Solar Drive
Oxnard, CA 93030

PROJECT: Rio Del Valle Sports Field Complex Phase #2
LAE JOB #: 1562
AGENCY #: 24-04L
SPEC SEC.:
PLAN SHTS: C-1-A1/ C-2-A1

ATTN: Keith Henderson
Balfour Beatty

Sent Via: FAX MAIL **E-MAIL**

We respectfully submit the following estimate / schedule of costs in response to:

- Written request for estimate / cost
- Verbal request
- Order to proceed

*This change order is for the additional work associated with installing (4) 12" Drain Basins per RFI 004 response received.

** The above Design Change represents a Changed Condition, and this Change Order is submitted pursuant to and in accordance with Section 2-9 of the Standard Specification for Public Works Construction. Section 4-1.06 of the Standard Specifications for the State of California, Section 7104 of the Public Contract Code and our Contract.

TOTAL CHANGE ORDER VALUE: \$ 12,278.77

- Notes: This work will not be done until approved and a written Change Order and/or Directive is issued
- Signature below and/or T&M signature authorizes LAE to proceed with the work described above as stated
- Extension of time necessary for this change _____ CAL DAYS 2 WKNG DAYS
- This work was performed in accordance with your authorization to proceed. Please issue Change Order

Name: _____
Title: _____
Signature: _____
Date: _____

For LAE: Alejandro Gonzalez
Title Project Manager
Signature: Alejandro Gonzalez
Date: 5/31/2024

Following is an itemized quotation regarding proposed modifications to the contract documents.

General Contractor's Cost

Labor (See attached supporting documentation)	\$	4,444.00	
Material (See attached supporting documentation)	\$	4,310.00	
Equipment (See attached supporting documentation)	\$	2,298.00	
		Subtotal:	\$ 11,052.00

Subcontractor's Cost

_____	\$	-	
_____	\$	-	
_____	\$		
_____	\$		
_____	\$		
		Subcontractor SubTotal	\$ -

General Contractor's <u>10.00%</u> Overhead and Profit - Labor	\$	444.40	
General Contractor's <u>10.00%</u> Overhead and Profit - Material & Equip	\$	660.80	
General Contractor's <u>5.00%</u> Overhead and Profit of Subcont.	\$	-	
General Contractor's Bond at <u>1%</u> % of subtotal	\$	121.57	

GRAND TOTAL: \$ 12,278.77

9.38



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.38 Approval of Change Order #1 from Bonair for a change in the scope of work for Project #24-01L Rio Del Valle MS Gym HVAC and Electrical
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,995.92
Budgeted	Yes
Budget Source	Measure L Funds
Recommended Action	It is recommended that the Board approve the Change Order #1 from Bonair for a change in the scope of work for Project #24-01L Rio Del Valle MS Gym HVAC and Electrical

Public Content

Speaker:
Wael Saleh, Assistant Superintendent, Business Services

Rationale:

During the installation of the underground electrical conduit serving the new wall mounted HVAC Equipment electrical panel, the conduit had to be installed 18" away from the wall due to a conflict with the building foundation spread footing. This foundation conflict caused the electrical panel to not be mounted flush to the wall. An electrical wall panel support structure had to be constructed to support the panel.

[Change Order for RDV Gym HVAC.pdf \(731 KB\)](#)

Administrative Content

Executive Content

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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.

Balfour Beatty Construction

May 29, 2024

Rio School District
1800 Solar, 3rd Floor,
Oxnard, CA 93030

Attn; Dr. Puglisi

Subject: **RSD Project #24-01L Rio Del Valle MS Gym HVAC & Electrical**
Rio School District
Oxnard, CA

Re: Recommendation to Approve CO #1 to Bonair, Inc.

Dear Dr. Puglisi,
Please accept this letter as a recommendation to request an approval of CO #1, to **Bonair, Inc.** for **Added** & Deleted scope of work items for the above referenced Project, and as amendment to their contract.

The scope change of the project is as follows.

- 1) CO#1-**BONAIR, INC.:** Construct Electrical Panel Support Structure Per RFI#7.

\$2,995.92

Total CO #1	\$ 2,995.92
Previous Approved CO's	\$ 0
Original Contract	\$ 1,372,000.00
Revised Contract	\$ 1,374,995.92

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

Respectfully,



Keith Henderson
Senior Project Manager, Balfour Beatty

cc. Wael Saleh, Rio School District

**Rio School District
1800 Solar, 3rd Floor
Oxnard, Ca 93030**

**CO 1
05-29-2024**

PROJECT NO: RSD 24-01L

CO NO: 1

PROJECT NAME: Rio Del Valle MS Gym HVAC & Electrical

CONTRACTOR: Bonair, Inc.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$ 1,372,000.00
Previously Approved Change Orders	\$ 0.00
This Change Order	\$ 2,995.92
Adjusted Contract Amount	\$ 1,374,995.92

TIME:

Original Contract Completion Date	August 30 2024
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	August 30, 2024

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

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

RIO SCHOOL DISTRICT

Contractor: Bonair, Inc.

By _____

By _____

Date _____

Date _____

District Architect; KBZ

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 5/29/24

PCO to Contract
Rio Bid RSD #24-01L

Rio School District
 Project No 24-01L
 RDV Gym HVAC & Electrical

CO #1
 5/29/2024

Original Contract

\$ 1,372,000.00

PCO No.	GC No.	Description	Reason	Cost/Credit
CP #1	BON	Constuct Electrical Panel Support Structure per RFI#7	During the installation of underground electrical conduit serving the new wall mounted HVAC Equipment electrical panel, the conduit had to be installed 18" away from the wall due to a conflict with the building foundation spread footing. This foundation conflict caused the electrical panel to not be mounted flush to the wall. A electrical wall panel support structure had to be constructed to support the panel.	\$ 2,995.92

Total CO #1	\$ 2,995.92
Previous Approved CO's	\$ -
Original Contract	\$ 1,372,000.00
Revised Contract	\$ 1,374,995.92

(24-01L CP.1)

BON AIR INC.

11340 West Olympic Blvd., # 302

Los Angeles, CA 90064

Tel: 310-575-1111 Fax: 310-479-0029

Cost Proposal No. 1rev1

Date: 5/20/2024

To: Keith Henderson

Project: Rio Del Valle

RE: RFI# -7

Material & Equipment Take Off Estimate

Description	Qty.	Unit Price	Extension
			\$ -
			\$ -
			\$ -
			\$ -
Total			\$ -

Direct Labor Expense

Description	Qty.	Crew	Unit Price	Extension
	0	0	1.00	\$0.00
	0	0.00	0	\$0.00
	0	0	0	\$0.00
	0	0	0	\$0.00
Total				\$ -

Other Cost and Sub contractor

Description	Qty.	Unit Price	Extension
Venco	1	\$2,825.01	\$ 2,825.01
	1		\$ -
	1		\$ -
			\$ -
Total			\$ 2,825.01

A	Materials and Equipment	\$0.00	
B	Sales Tax on Equipment / Materials (7.50 %)	\$0.00	
C	Profit and overhead On material (15%)	\$0.00	
D	Direct Labor	\$0.00	
E	Profit and overhead On Labor (15%)	\$0.00	
F	Other Cost	\$2,825.01	
G	Profit and overhead On Sub (5%)	\$141.25	
H	Sub Total		\$2,966.26
	Bond(1%)		\$ 29.66
	Total		\$ 2,995.92

SECTION 00010

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that Rio School District of Ventura County, California ("District"), acting by and through its Board of Trustees ("Board") will receive at the stated location, up to but not later than the stated time, sealed bids for the award of a contract for the named project; which bids shall then be opened and publicly read aloud.

SCHOOL DISTRICT: Rio School District

PROJECT: RDV MS 2023 Kitchen/Cafeteria Renovation

PROJECT NO.: 24-06L

MANDATORY PRE-BID JOB WALK: Thursday June 13, 2024, at 9:00 a.m., at Rio Del Valle Middle School, 3100 Rose Avenue, Oxnard, Ca. 93030

CONTRACTORS LICENSE CLASSIFICATION: (B) General Building Contractor)

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District requires that the bidder possess the appropriate license for the work to be performed at the time the bid is submitted. Appropriate licenses are noted above; more than one license may be required. This list in no way relieves the contractor from fulfillment of any legal requirement or licensing necessary for the performance of its work.

TIME, DATE & PLACE TO SUBMIT BIDS: Bids must be received not later than 10:00 a.m., Friday June 28, 2024, at the Rio School District administrative offices, 1800 Solar, 3rd Floor, Oxnard, CA 93036.

OBTAIN/EXAMINE DOCUMENTS: Plans may be obtained after Friday June 7, 2024, by contacting the District Representative, Balfour Beatty, at (805) 616-8552 or via email at khenderson@balfourbeattyus.com. Plans will be distributed electronically by Balfour Beatty. Plan holders are responsible for all fees associated with the reproduction of documents pertaining to the Project, including original plan set, addenda and any shipping costs.

PREVAILING WAGES: The Department of Industrial Relations, State of California ("DIR"), has determined the general prevailing rates of per diem wages applicable to this work, including holiday and overtime work and employer payments for health and welfare, pension, vacation and similar purposes. The DIR's schedule of rates is available on the Internet at http://www.dir.ca.gov/OPRL/statistics_and_databases.html or through the Business Services Department of the Rio School District, 1800 Solar, 3rd Floor, Oxnard, California 93036, and will be made available to any interested party upon request.

MANDATORY REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS: Senate Bill 854 requires ALL contractors/subcontractors submitting bids on public works projects to be registered with the DIR for purposes of labor compliance. No bid will be accepted by the District from any contractor/subcontractor who is not registered with the DIR at the time the bid is submitted. Any bidding contractor/subcontractor submitting a bid without being registered with the DIR at the time of bid will have their bid rejected as being non-responsive. **Bidding contractors and subcontractors must submit the DIR registration number with their bid.**

PLEASE BE ADVISED, this project is estimated to exceed **\$25,000, or \$15,000** for alteration, demolition, repair or maintenance, and, therefore, is subject to the DIR compliance monitoring and enforcement requirements set forth in California Code of Regulations, Title 8, Chapter 8, Subchapter 4.5. (See also Cal. Labor Code § 1771.5.) Therefore, the contractor and all subcontractors for this project must furnish certified payroll records to the DIR's Compliance Monitoring Unit at least monthly, or within ten (10) days of any separate request by the Compliance Monitoring Unit, in the manner required by the Compliance Monitoring Unit.

REQUIRED FORMS: All bidding contractors must submit the following items with their bid:

1. 00210 Bid Form
2. 00215 Designation of Subcontractors
3. 00218 Contractors Registration Certification (DIR)
4. 00220 Non-Collusion Affidavit
5. 00222 Certification of Prevailing Wage
6. 00230 Contractor's Statement of Experience
7. 00240 Acknowledgment of Bidding Practices Regarding Indemnity
8. 00300 Bid Bond

NOTICE TO ALL BIDDERS: *IT IS MANDATORY THAT ALL GENERAL CONTRACTORS, MECHANICAL, ELECTRICAL & PLUMBING CONTRACTORS BE PRE-QUALIFIED WITH THE RIO SCHOOL DISTRICT THRU THE COLBI TECH QUALITY BIDDERS WEBSITE. NO BID WILL BE ACCEPTED FROM ANY BIDDER WHO HAS NOT BEEN PRE-QUALIFIED. PLEASE MAKE SURE YOU THE BIDDER ARE PRE-QUALIFIED WITH THE RIO SCHOOL DISTRICT.*

All forms must be filled in completely, signed and returned with bid. Contract award will be based on lowest responsive and responsible bidder. The Board reserves the right to reject any and all bids to waive any irregularities or informalities in any bids or in the bidding process.

INQUIRIES:

For further information contact:

Rio School District
Wael Saleh, Asst. Superintendent of Business Services
(805) 485-3111
or
Balfour Beatty Construction
Keith Henderson, Senior Project Manager/District Representative
(805) 616-8552

TO BE PUBLISHED: June 5, 2024 & June 12, 2024

END OF SECTION

9.40



Agenda Item Details

Meeting	Jun 26, 2024 - RSD Regular Board Meeting
Category	9. Consent
Subject	9.40 Consideration of Contract Amendment with Jensen Design and Survey, Inc. (JDS Civil) for Rio del Valle Expansion Project
Access	Public
Type	Action (Consent)
Dollar Amount	45,000.00
Budget Source	Developer Fees
Recommended Action	Staff recommends approval of the Contract Amendment with Jensen Design and Survey.

Public Content

Speaker: John Puglisi, Ph.D., Superintendent

Rationale:

The District has an ongoing contract with Jensen Design & Survey, Inc. (JDS Civil) for the design and planning of the Rio del Valle Middle School Expansion Project. Following continuous dialogues with the City of Oxnard, both the District and the City have identified a potential project modification that could meet their respective goals and objectives. JDS Civil is now seeking an amendment to the contract to facilitate the completion of design modifications based on these discussions. This amendment will also enable JDS Civil to assist in further modifications and preparation of the Supplemental Environmental Impact Report and manage the permitting process for annexation through the City of Oxnard.

[6207 Contract Amendment Request 9- Revised DTPF Location.pdf \(1.63 KB\)](#)

Administrative Content

Executive Content

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Delivering Excellence through Experience

1672 Donlon Street
Ventura, CA 93003
Phone: (805) 654-6977
www.jdscivil.com

RIO01.6207
June 18, 2024

Rio School District
Dr. John Puglisi
1800 Solar Drive
Oxnard, CA 93030

Subject: Rio Del Valle Campus Expansion: Contract Amendment #9

Dear Dr. Puglisi,

We have been working with District staff, the District's consultant team, and Dr. Joel Kirschenstein on the proposed Rio Del Valle Campus Expansion Master Plan. Over the past several months, the project team has been exploring several potential options for how to proceed with the siting and permitting of the proposed District Transportation and Parking Facility (DTPF), which is a part of the broader campus expansion master plan. After discussions between the District's and City of Oxnard's respective legal counsels, it was determined that moving the DTPF to the southeastern corner of the southern expansion parcel would be the best course of action.

In September 2023, The District authorized the following scope contained in Contract Amendment #8 to 1) resubmit the Development Application package to the City of Oxnard, 2) respond to City comments on the SEIR/Development Application, and 3) accommodate shifting District priorities. This scope of work assumed that the location of the DTPF and general campus layout would remain unchanged.

In order to accommodate the relocation of the DTPF to the southeastern corner of the campus, we anticipate the need for additional scope beyond that authorized by Contract Amendment #8. This additional scope is detailed below. Please note, that the items discussed below are *additional* scope, and the scope of work listed in Contract Amendment #8 is still in full force and effect, unless otherwise noted below.

Agency Coordination

Additional budget is requested to represent the District and coordinate with City, County, and LAFCo staff due to the complex and multi-faceted nature of the entitlements. While we anticipate that the proposed site plan adjustments will be better received by City staff than the current iteration of the plan, the contemplated site plan change will still require multiple discussions, meetings, and coordination between the District and City, particularly in regards to the existing Settlement Agreement and

K:\RIO16207\Management\6207 Contract Amendment Request 9- Revised DTPF Location.docx

ENGINEERS

PLANNERS

SURVEYORS

CONSTRUCTION MANAGERS

pending Development Application. This additional coordination was not anticipated by Contract Amendment #8.

Concurrent updates will be required to the CEQA document to reflect the contemplated site plan adjustments as well. We anticipate additional coordination with District representatives, District staff, and the District's environmental consultant to coordinate these required updates to the CEQA document. We will continue to work with District representatives, District staff, and the District's environmental consultant to represent the project to agency staff and at public hearings regarding approval.

Site Plan & Project Description Revisions

We will revise the site design to reflect the relocation of the DTPF to the southeastern corner of the master plan area. The relocation of this facility will require additional related adjustments to the site plan, particularly the design of future classroom and sports facilities on the southern expansion parcel. Additionally, the general vehicular and emergency apparatus circulation patterns will need to be studied and updated accordingly. Site plan exhibits, including the development application/SEIR site plan and illustrative (colored) site plan will need to be updated to reflect the revised site design.

Further, we will work with your environmental consultant to update the written project description to reflect the revised site layout. We will also update the contents of the development application to reflect the site plan changes.

Engineering Plans and Reports

Revamping the Site Plan will necessitate updating all of the engineering plans and reports associated with the campus expansion. Some of the analysis performed for the previous site plan is still applicable to the proposed site plan and will be reused as much as possible. We believe the Offsite Sewer Study is complete and do not expect any revisions to this report. If acceptable to the District, the remaining budget for this Study can be allocated to the new tasks. Our scope of work will include updating the Preliminary Grading Plan, Fire Water Study, Preliminary Drainage Study, and Preliminary Utility Plan. We request additional budget for this work as outlined in the table below.

We propose to provide the additional services described above on a time and materials basis. Our fee estimate for this additional work is \$45,000. Estimated costs are detailed below. Please note, the table summarizing budget below includes the 1) current approved budgets from Contract Amendment #8, 2) the proposed budget to complete the additional scope of work described above, and 3) total budget estimate, inclusive of both Contract Amendment #8 and #9.

Work will be conducted as directed by you, or by the District's representative Dr. Joel Kirschenstein. We will only bill for work actually conducted and will notify you of any anticipated overages. We understand the District's fiduciary responsibility to its students and community members and will be responsible and prudent with expenditure of District funds.

Discipline	Task Description	Approved C.A. #8 Amount	Additional C.A. #9 Amount	Total
Planning	Planning Application Resubmittal	\$18,300	---	\$18,300
	Agency Coordination	\$7,200	\$5,800	\$13,000
	Site Plan and Project Description Revisions	\$21,700	\$5,000	\$26,700
Engineering	Prelim Grading Plan, Water Study, Drainage Report	\$45,000	\$35,000	\$80,000
	Offsite Sewer Study	\$18,000	---	\$18,000
	TOTAL		\$45,000	

We request your approval of this contract change order and look forward to continuing to provide civil engineering, planning, and survey services to the Rio School District.

Sincerely,
Jensen Design & Survey, Inc.

Susanne M. Cooper, P.E.
President

Authorized By:

_____ (Client Representative)

_____ Date

