REGULAR
BOARD MEETING
August 16, 2023
Rio School District
1800 Solar Drive
Oxnard, CA  93030

TELECONFERENCE LOCATION TRUSTEE ROSA BALTHERRAMA:
Pursuant to Government Code Section 54953(B)
This meeting will also be conducted by teleconference at the following location:
721 N. 22nd Street
Meza, AZ  85213
Members of the public wishing to address the Board directly from this location will be allowed
to do so during the public comment portion of the meeting.

JOHN D. PUGLISI, Ph. D.
Superintendent

Board of Education
Eleanor Torres, President
Felix Eisenhauer, D.M.A, Clerk
Kristine Anderson
Rosa Balderrama
Alesia Martin
Wednesday, August 16, 2023  
RSD Regular Board Meeting

Rio School District  
1800 Solar Drive  
Oxnard, CA 93030  

TELECONFERENCE LOCATION FOR TRUSTEE ROSA BALDERRAMA:  
Pursuant to Government Code Section 54953(B)  
This meeting will also be conducted by teleconference at the following location:  
721 N. 22nd Street  
Meza, AZ 85213  
Members of the public wishing to address the Board directly from this location will be allowed to do so during the public comment portion of the meeting.

1. Open Session 5:00 p.m.
   1.1 Call to Order  
   1.2 Pledge of Allegiance  
   1.3 Roll Call

2. Approval of the Agenda
   2.1 Agenda Correction, Additions, Modifications  
   2.2 Approval of the Agenda

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

4. Closed Session
   4.1 Public Employee Appointment [Government Code 54957] Title: Principal and Assistant Principal  
   4.2 Conference Legal Counsel Re Current Litigation: OAH Case No. 2023030795  

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. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. Individuals in attendance are not permitted to donate their speaking rights to another speaker in order to allow that speaker to exceed the three minute maximum. 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

7.1 45 Day Budget Update

8. Discussion/Action

8.1 Approval of the Revision of Board Policy 4111 Recruitment and Selection

8.2 Approval of Authorization of Teaching Assignments for Speech & Hearing Therapy Services

8.3 Approval of Authorization of Teaching Assignments

9. Consent

9.1 Approval of the Consent Agenda

9.2 Approval of the Minutes of the Regular Board Meeting of June 28, 2023

9.3 Approval of August Personnel Report

9.4 Ratification of the Commercial Warrant for the period June 9, 2023 through August 4, 2023

9.5 Approval of revised bell schedule for Rio Real

9.6 Approval of the Medi-Cal Administrative Activities Claiming Agreement

9.7 MOU Between County of County of Ventura and Rio School District for Special Education Mental Health Services

9.8 Approval of the 2023/2024 Inter-district Services Agreement with Ventura County Office of Education (VCOE

9.9 Approval of Addendum to Current Contract with Center for Effective Philanthropy, Inc.-Youth Truth

9.10 Approval of Agreement from the Ventura County Sheriff’s Office for Police Resource Officers at Rio Del Valle and an additional SRO at Rio Plaza and Rio Real for 2023/2024.

9.11 Addendum to the APA Speech Therapy Contract

9.12 Approval of Farm to School Operations Manager Independent Contractor Contract

9.13 Approval of the Transportation Services Agreement between VCOE and Rio School District

9.14 Addendum to the 23/24 Service Contracts with VCSELPA for APE Services, DHH Services, Orientation & Mobility Services, PT Services, and OT Services

9.15 Approval of Annual List of Pre-Qualified Bidders from Quality Bidders for 2023/2024

9.16 Approval of Proposal #1 from Kruger Bensen Ziemer Architects, Inc. for the Rio Del Valle Sports Fields Phase 2, Extra Services Proposal for Baseball Lighting

10. Organizational Business

10.1 Future Items for Discussion

10.2 Future Meeting Dates: September 20, 2023
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.1 Public Employee Appointment [Government Code 54957] Title: Principal and Assistant Principal
Access Public
Type Discussion

Public Content
Speaker: John Puglisi, Ph.D., Superintendent

Rationale:
Staff recommends appointment.

Administrative Content

Executive Content
Agenda Item Details
Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.2 Conference Legal Counsel Re Current Litigation: OAH Case No. 2023030795
Access Public
Type Discussion

Public Content
Speaker:

Rationale:

Administrative Content

Executive Content
Agenda Item Details

Meeting        Aug 16, 2023 - RSD Regular Board Meeting
Category       4. Closed Session
Subject        4.3 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2023/2024
Access         Public
Type           Discussion

Public Content

Speaker: John Puiglis, Ph.D.,

Rationale:
Closed session discussion.

Administrative Content

Executive Content
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting

Category 6. Communications

Subject 6.4 Superintendent Report

Access Public

Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- Summer Programs

Administrative Content

Executive Content
Agenda Item Details

Meeting                          Aug 16, 2023 - RSD Regular Board Meeting
Category                        7. Information
Subject                         7.1 45 Day Budget Update
Access                          Public
Type                            Information

Public Content
Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

Administrative Content

Executive Content
# Rio School District
## 45-Day Budget Revision
### 2023-24 Fiscal Year

<table>
<thead>
<tr>
<th>Description</th>
<th>Original Budget (A)</th>
<th>Budget Adjustments (B)</th>
<th>45-Day Budget Revision (A+B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>LCFF Revenues</td>
<td>8010-8099</td>
<td>64,642,355</td>
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<td>Federal Revenues</td>
<td>8100-8299</td>
<td>4,334,006</td>
<td>0</td>
</tr>
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<td>State Revenues</td>
<td>8300-8599</td>
<td>9,924,199</td>
<td>2,849,397 *</td>
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<td>Local Revenues</td>
<td>8600-8799</td>
<td>4,845,530</td>
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<td><strong>TOTAL REVENUES</strong></td>
<td>83,746,090</td>
<td>2,849,397</td>
<td>86,595,487</td>
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<td><strong>EXPENDITURES</strong></td>
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<tr>
<td>Certificated Salaries</td>
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<td>30,706,993</td>
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<td>Classified Salaries</td>
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<td>Employees' Benefits</td>
<td>3000</td>
<td>20,269,110</td>
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<td>Books and Supplies</td>
<td>4000</td>
<td>4,765,313</td>
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<td>Services and Operating Expenses</td>
<td>5000</td>
<td>12,088,279</td>
<td>500,000 **</td>
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<td>Capital Outlay</td>
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<td>Other Outgo</td>
<td>7100-7499</td>
<td>1,783,640</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>500,000</td>
<td>83,533,534</td>
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<td><strong>OPERATING SURPLUS (DEFICIT)</strong></td>
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<td>2,349,397</td>
<td>3,061,953</td>
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<td><strong>OTHER SOURCES AND TRANSFERS IN</strong></td>
<td>8900-8979</td>
<td>111,382</td>
<td>0</td>
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<tr>
<td><strong>OTHER USES AND TRANSFERS OUT</strong></td>
<td>7600-7699</td>
<td>0</td>
<td>0</td>
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<td><strong>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</strong></td>
<td>823,938</td>
<td>2,349,397</td>
<td>3,173,335</td>
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<td><strong>BEGINNING BALANCE</strong></td>
<td>9791</td>
<td>12,297,374</td>
<td>12,297,374</td>
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<td><strong>CURRENT YEAR ENDING BALANCE</strong></td>
<td>13,121,312</td>
<td>2,349,397</td>
<td>15,470,709</td>
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<td><strong>COMPONENTS OF ENDING BALANCE</strong></td>
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<tr>
<td>Non-spendable</td>
<td>9711-9719</td>
<td>30,000</td>
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<tr>
<td>Restricted</td>
<td>9740</td>
<td>8,123,647</td>
<td>0</td>
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<tr>
<td>Committed</td>
<td>9750 / 9760</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Assigned</td>
<td>9780</td>
<td>200,000</td>
<td>2,349,397 ***</td>
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<td>Reserve for Economic Uncertainties</td>
<td>9789</td>
<td>2,491,006</td>
<td>15,000 ****</td>
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<tr>
<td>Unappropriated Amounts</td>
<td>9790</td>
<td>2,276,659</td>
<td>(15,000) ****</td>
</tr>
</tbody>
</table>

* Arts & Music One Time Fund's cut was recovered by $1.4m and Learning Recovery One Time Fund’s cuts was recovered by $1.4m
** Operating Expenditures increased by $500k Insurance Premium for VCSFA
*** Increase in One Time Funds Ending balance that assigned for future Expenditures
**** Due to increase in expenditures by $500k, the Reserve for Economic Uncertainties increased by 3% of the $500k
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 8. Discussion/Action
Subject: 8.1 Approval of the Revision of Board Policy 4111 Recruitment and Selection
Access: Public
Type: Action
Recommended Action: Staff recommends approval of the Revision of BP 4111 Recruitment and Selection

Public Content
Speaker: John Puglisi, Ph.D., Superintendent
Rationale:
Staff recommends the revision of Board Policy 4111 that will bring the policy in line with Ed Code and CSBA recommendations.

Policy 4111 Recruitment And Selection.pdf (48 KB)

Administrative Content

Executive Content
Policy 4111: Recruitment And Selection

Original Adopted Date: 07/01/2012 | Last Revised Date: 03/01/2018 | Last Reviewed Date: 03/01/2018

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

When a vacancy occurs, the Superintendent or designee shall review the job description for the position to ensure that it accurately describes the major functions and duties of the position. He/she shall also disseminate job announcements to ensure a wide range of candidates.

The district's selection procedures shall include screening processes, interviews, recommendations from previous employers, and observations when appropriate, as necessary to identify the best possible candidate for a position.

The Superintendent or designee may establish an interview committee to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential in accordance with law.

No inquiry shall be made with regard to any information prohibited by state or federal nondiscrimination laws.

The Superintendent or designee shall not inquire, orally or in writing, in regard to an applicant's salary history information, including compensation and benefits. He/she shall also not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. Upon request, the Superintendent or designee shall provide the applicant the pay scale for the position to which he/she is applying. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 8. Discussion/Action
Subject 8.2 Approval of Authorization of Teaching Assignments for Speech & Hearing Therapy Services
Access Public
Type Action
Preferred Date Aug 16, 2023
Absolute Date Aug 16, 2023
Recommended Action Administration recommends approval of this item.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Education Code Section 44831, allows an individual who holds a master’s degree in communication disorders; meets the basic skills requirement; has a valid license from the Speech-Language Pathology and Audiology Board; and has the criminal record summary according to EC 44332.6 to provide speech and language services.

The following individuals have accepted an assignment which requires the Governing Board’s authorization. It is requested that the Governing Board authorize the Speech and Language assignments for the 2023-2024 school year.

Speech Language Pathologist
Sanchez, Natacha
Perez, Jeanliz
Rodríguez, Helen
Tramontana, George
Molinaro, Lauren
Prewitt, Alisa

Assignment
Speech & Hearing Therapy Services
Speech & Hearing Therapy Services
Speech & Hearing Therapy Services
Speech & Hearing Therapy Services
Speech & Hearing Therapy Services
Speech & Hearing Therapy Services

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 8. Discussion/Action
Subject 8.3 Approval of Authorization of Teaching Assignments
Access Public
Type Action
Preferred Date Aug 16, 2023
Absolute Date Aug 16, 2023
Recommended Action Administration recommends approval of this item.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Pursuant to Education Code Section 44256(b), the holder of a Multiple Subject Teaching Credential or a Standard Secondary Credential, who has completed 12 semester units, or 6 upper division or graduate units of coursework at an accredited institution in each subject to be taught, is considered legally authorized to teach under this provision. The authorization shall be with the teacher’s consent.

The following teacher has accepted an assignment which requires the Governing Board’s authorization. It is requested that the Governing Board authorize this teaching assignment for the 2023-2024 school year.

<table>
<thead>
<tr>
<th>Teacher</th>
<th>Assignment</th>
<th>Credential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rojas, Heriberto</td>
<td>Math (MESA)</td>
<td>Clear Multiple Subject</td>
</tr>
<tr>
<td>Melchor, Rosalinda</td>
<td>English Language Arts</td>
<td>Clear Multiple Subject</td>
</tr>
</tbody>
</table>

Administrative Content

Executive Content
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.2 Approval of the Minutes of the Regular Board Meeting of June 28, 2023
Access: Public
Type: Action (Consent), Minutes
Recommended Action: Staff recommends approval of the Minutes of the Regular Board Meeting of June 28, 2023.
Minutes: View Minutes for Jun 28, 2023 - 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 28, 2023

Min062823.pdf (55 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.
1. **Open Session 5:00 p.m.**

1.1 Call to Order
President Torres called the meeting to order at 5:00 p.m.

1.2 Pledge of Allegiance
President Torres led the flag salute.

1.3 Roll Call
Trustee Martin called the roll, all present. Trustee Eisenhauer joined by teleconference.

2. **Approval of the Agenda**

2.1 Agenda Correction, Additions, Modifications
There were no corrections, additions or modifications to the agenda.

2.2 Approval of the Agenda
Staff recommends approval as presented

Motion by Alesia Martin, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, 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. These presentations are limited to three minutes each, or a total of fifteen minutes in all. There were no public comments on closed session items.

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

4. Closed Session

4.1 CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code § 54956.9(d)(1)): City of Oxnard v. Rio School District, et. al. (Ventura County Superior Ct. Case No. 56-2023-00575575-CU-WM-VTA)


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

5.1 Report of Closed Session
President Torres reconvened the meeting at 6:09 p.m.

President Torres reported no action took place during closed session.

6. Recognitions/Presentations

6.1 Skooledge Recognition
Will be presented in September.

7. Communications

7.1 Acknowledgement of Correspondence to the Board
Trustees received an email from a parent.

7.2 Board Member Reports
There were no board member reports.

7.3 Organizational Reports-RTA/CSEA/Other
Organizational reports were heard from Marisela Valdez, RTA President.

7.4 Superintendent Report
Superintendent Puglisi reported data on scores that have been shared thru Dr. Puglisi’s evaluation. A goal settings retreat will be scheduled in August. Summer School began this past week. CAASPP has provided preliminary scores and the finals scores will be provided in the fall.
7.5 Public Comment-Board meetings are meetings of the Governing Board held in public and will be held in a civil, orderly and respectful manner. Persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes. There were no public comments.

8. Discussion/Action

8.1 Resolution 22/23-27 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 2023-2024

It is recommended that the Board of Trustees adopt Resolution No. 22/23-27, authorizing the Levy of Special Taxes in Community Facilities District No. 1 of the Rio Unified School District.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama


Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

8.3 Approval of the Local Control Accountability Plan
Staff recommends approval of Local Control Accountability Plan.

Motion by Eleanor Torres, second by Rosa Balderrama.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama
8.4 Approval of Adopted Budget for 2023/2024
Staff recommends approval of the Adopted Budget for 2023/2024

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

9. Consent

9.1 Approval of the Consent Agenda
Staff recommends approval as presented.

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama

9.2 Approval of the Minutes of the Regular Meeting of June 21, 2023

9.3 Approval of June 28th Personnel Report

9.4 Williams Quarterly Complaint Report

9.5 Contract Renewal with Diane DeLaurentis to Provide Drama Instruction FY 2023/2024

9.6 Approval of Service Agreement Renewal with Nee Quaison-Sackey to Provide Music Instruction FY 2023/24

9.7 Approval of Contract Renewal with Steve Sunnarborg FY 2023/24

9.8 Approval of the Contract Renewal with Hip Hop Mindset FY 2023/24

9.9 Approval of the Contract Renewal with Learning Priority Software, Inc FY 2023/24

9.10 Approval of Contract Renewal with Lawrence Interactive Media FY 2023/2024

9.11 Approval of Sobrato Early Academic Language (SEAL) Program MOU

9.12 Ratification of the Memorandum of Understanding with Rio Teachers Association to conduct a Pilot for Teacher Evaluation

9.13 Ratification of the Memorandum of Understanding with Rio Teachers Association regarding middle school Special Education Teachers' prep periods

Motion by Kristine Anderson, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Kristine Anderson, Felix Eisenhauer, Alesia Martin, Rosa Balderrama
9.14 Ratification of the Memorandum of Understanding with Rio Teachers Association to include Counselors in the RTA collective bargaining agreement.

9.15 Approval of Revisions to the GATE Stipend Job Description and Stipend amount

9.16 Approval of signing RSD WiFi MOU between Rio School District and OUHSD

9.17 Approval of renewal contract with Imagine Learning

9.18 Approval of DMTI Renewal Contract for the 2023-2024 school year

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

9.20 Approval of Addendum Catalyst Kids, Inc. Summer Contract

10. **Organizational Business**

10.1 Future Items for Discussion

10.2 Future Meeting Dates: August 16, 2023

11. **Adjournment**

11.1 Adjournment
President Torres adjourned the meeting at 7:02 p.m.
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.3 Approval of August Personnel Report
Access: Public
Type: Action (Consent)
Preferred Date: Aug 16, 2023
Absolute Date: Aug 16, 2023
Recommended Action: Administration recommends approval of this item.

Public Content

Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Approval of regular personnel report.

[PDF file: PERS August 16, 2023.pdf (59 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.
Certificated Resignation:
Mosqueda, Margarita, Principal, Rio Plaza, 1.0 FTE. Effective 06/30/2023

Certificated Leave of Absence:
Bayer, Danielle, Teacher, Rio del Sol, 1.0 FTE, Effective 23/24 School year

Certificated Ratification of Employment:
Anaya, Victor, School Counselor Rio Rosales to School Counselor Rio Vista, 1.0 FTE, Effective 23/24 School Year
Mendez, Brenda, School Counselor Rio Rosales, 1.0 FTE, Effective 23/24 school year
Mehrzad, Reyhan, Math Teacher, Rio Vista, 1.0 FTE, Effective 23/24 School year
Decandia, Stacey, Mild/Moderate, Rio del Norte, 1.0 FTE, Effective 23/24 school year
Rocha Ortiz, Monica, 5th grade DI, Rio Real, 1.0 FTE, Effective 23/24 School Year
Jovel, Nicole, Resource Teacher M/M, Rio Vista 0.50 FTE, Rio Real 0.50 FTE, Effective 23/24 school year

Classified Personnel Report

Classified Resignation:
Furagangan, Sierra, Instructional Assistant/Special Education, 5.75 hours, Rio Del Valle, effective 7/25/23
Owen, Alexa, Instructional Assistant/Special Education, 5.75 hours, Rio Rosales, effective 7/13/23
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting

Category: 9. Consent

Subject: 9.4 Ratification of the Commercial Warrant for the period June 9, 2023 through August 4, 2023

Access: Public

Type: Action (Consent)

Fiscal Impact: Yes

Dollar Amount: 7,472,247.32

Budgeted: Yes

Budget Source: Various Funds as listed below.

Recommended Action: It is recommended that the Commercial Warrant be approved for the period June 9, 2023 through August 4, 2023.

Public Content

Speaker: Wael Saleh, Assistant Superintendent, Business Services

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of $7,472,247.32 which includes processing payments for all funds of the District in the following amounts for the period June 9, 2023 through August 4, 2023.

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<thead>
<tr>
<th>Fund</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Fund 010</td>
<td>General Fund</td>
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<td>Fund 130</td>
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<td>Fund 212</td>
<td>Building Fund Measure L</td>
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<td>Fund 213</td>
<td>Building Fund Measure H</td>
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<td>Fund 251</td>
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Less Unpaid Tax Liability: -$ 0

Total: $7,472,247.32

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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.
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### Board Report

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# Board Report

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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.
## Board Report

### Checks Dated 06/09/2023 through 08/04/2023

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<tr>
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### Fund Recap

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## Board Report

### Checks Dated 06/09/2023 through 08/04/2023

<table>
<thead>
<tr>
<th>Check Number</th>
<th>Check Date</th>
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Less Unpaid Tax Liability

Net (Check Amount)

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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.
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.5 Approval of revised bell schedule for Rio Real
Access: Public
Type: Action (Consent)
Preferred Date: Aug 16, 2023
Absolute Date: Aug 16, 2023

Recommended Action:
District administrators recommend approval of the revised bell schedule.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Due to enrollment needs, the district is adding a Transitional Kindergarten class at Rio Real for the dual immersion program. The revised bell schedule is being presented to add start and end times and the bell schedule for transitional kindergarten. Approval of this item will allow staff to implement the new grade level and communicate TK times for this new grade level of students.

Rio Real Bell Sched 23-24 w TK.pdf (110 KB)

Administrative Content

Executive Content

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

<table>
<thead>
<tr>
<th>August 23-October 31 &amp; Minimum Days</th>
<th>November 2 - June 13</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>230 Instructional Minutes</td>
</tr>
<tr>
<td>Warning Bell</td>
<td>7:45</td>
</tr>
<tr>
<td>Instruction</td>
<td>7:48 - 8:48 (60)</td>
</tr>
<tr>
<td>Recess</td>
<td>8:48 - 9:03 (15)</td>
</tr>
<tr>
<td>Instruction</td>
<td>9:03 - 10:20 (77)</td>
</tr>
<tr>
<td>Lunch</td>
<td>10:20 - 11:00 (40)</td>
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<tr>
<td>Instruction</td>
<td>11:00 - 12:33 (93)</td>
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## Kindergarten

<table>
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<th>Kinder Minimum Day</th>
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<tr>
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<td>Start Tuesday, Nov 2, 2023</td>
<td>230 Instructional Minutes</td>
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<tr>
<td>260 Instructional Minutes</td>
<td>307 Instructional Minutes</td>
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</tr>
<tr>
<td>Warning Bell</td>
<td>7:45</td>
<td>Warning Bell 7:45</td>
</tr>
<tr>
<td>Instruction</td>
<td>7:48 - 9:00 (72)</td>
<td>Instruction 7:45</td>
</tr>
<tr>
<td>Recess</td>
<td>9:00 - 9:15 (15)</td>
<td>Recess 9:00 - 9:15 (15)</td>
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<tr>
<td>Instruction</td>
<td>9:15 - 10:40 (85)</td>
<td>Instruction 9:15 - 10:40 (85)</td>
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<tr>
<td>Instruction</td>
<td>11:20 - 1:03 (103)</td>
<td>Instruction 11:20 - 1:03 (103)</td>
</tr>
<tr>
<td>Lunch</td>
<td></td>
<td>Lunch 10:45 - 11:23 (38)</td>
</tr>
<tr>
<td>Instruction</td>
<td></td>
<td>Instruction 11:23 - 12:34 (71)</td>
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</tbody>
</table>

## 1st Grade

<table>
<thead>
<tr>
<th>Regular Day</th>
<th>Minimum Day</th>
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<tbody>
<tr>
<td>307 Instructional Minutes</td>
<td>230 Instructional Minutes</td>
</tr>
<tr>
<td>Warning Bell</td>
<td>7:45</td>
</tr>
<tr>
<td>Instruction</td>
<td>7:48 - 9:15 (87)</td>
</tr>
<tr>
<td>Recess</td>
<td>9:15 - 9:35 (20)</td>
</tr>
<tr>
<td>Instruction</td>
<td>9:35 - 11:00 (85)</td>
</tr>
<tr>
<td>Lunch</td>
<td>11:00 - 11:40 (40)</td>
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<tr>
<td>Instruction</td>
<td>11:40 - 1:00 (80)</td>
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<tr>
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<tr>
<td>Instruction</td>
<td>1:15 - 2:10 (55)</td>
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<tr>
<td>Warning Bell</td>
<td>7:45</td>
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<tr>
<td>Instruction</td>
<td>7:48 - 9:12 (84)</td>
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<td>Recess</td>
<td>9:12 - 9:30 (18)</td>
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<tr>
<td>Instruction</td>
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<td>Lunch</td>
<td>10:45 - 11:23 (38)</td>
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<td>Instruction</td>
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08/01/23 Pending Board Approval
### 2nd Grade

<table>
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<td><strong>230 Instructional Minutes</strong></td>
</tr>
<tr>
<td>Warning Bell</td>
<td>7:45</td>
</tr>
<tr>
<td>Instruction</td>
<td>7:48 - 9:15 (87)</td>
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<tr>
<td>Recess</td>
<td>9:15 - 9:35 (20)</td>
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<td>Instruction</td>
<td>9:35 - 11:20 (105)</td>
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<td>Instruction</td>
<td>12:00 - 1:00 (60)</td>
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<tr>
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### 3rd Grade

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<td><strong>230 Instructional Minutes</strong></td>
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<tr>
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</tr>
<tr>
<td>Instruction</td>
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<td>Instruction</td>
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<tr>
<td>Recess</td>
<td>1:15 - 1:30 (15)</td>
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<tr>
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### 4th Grade

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<td><strong>240 Instructional Minutes</strong></td>
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<tr>
<td>Instruction</td>
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<td>Instruction</td>
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<td>Instruction</td>
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<tr>
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<tr>
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08/01/23 Pending Board Approval
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<td><strong>T K</strong></td>
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<td>11:05-11:40</td>
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<td>4</td>
<td>11:56-12:31</td>
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<td><strong>K</strong></td>
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<td>3</td>
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<td>10:45-11:20</td>
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<td>11:44-12:20</td>
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*08/01/23 Pending Board Approval*
### 6th - 8th Grade Regular Schedule (331 Min)

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<td>2</td>
<td>9:12</td>
<td>9:57</td>
<td>45</td>
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<tr>
<td>3</td>
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<td>(7/8 Gr Lunch)</td>
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<td>44</td>
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<tr>
<td>(6th Gr Lunch)</td>
<td>12:31</td>
<td>1:07</td>
<td>36</td>
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<tr>
<td>5B (7/8th gr class)</td>
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<td>1:07</td>
<td>44</td>
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<tr>
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### 6th - 8th Grade Minimum Day Schedule (240 Min)

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<td>8:02</td>
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<td>3</td>
<td>9:15</td>
<td>9:49</td>
<td>34</td>
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<tr>
<td>4</td>
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<td>34</td>
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<tr>
<td>5</td>
<td>10:27</td>
<td>11:01</td>
<td>34</td>
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<tr>
<td>6A (6th class)</td>
<td>11:03</td>
<td>11:37</td>
<td>34</td>
</tr>
<tr>
<td>(7/8 Lunch)</td>
<td>11:01</td>
<td>11:37</td>
<td>36</td>
</tr>
<tr>
<td>6B (7/8 class)</td>
<td>11:39</td>
<td>12:13</td>
<td>34</td>
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<td>(6th Lunch)</td>
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<td>12:13</td>
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<tr>
<td>7</td>
<td>12:15</td>
<td>12:50</td>
<td>35</td>
</tr>
</tbody>
</table>
Agenda Item Details

Meeting  Aug 16, 2023 - RSD Regular Board Meeting
Category  9. Consent
Subject  9.6 Approval of the Medi-Cal Administrative Activities Claiming Agreement
Access  Public
Type  Action (Consent)
Preferred Date  Aug 16, 2023
Absolute Date  Aug 16, 2023
Recommended Action  Administration recommends approval of this item.

Public Content
Speaker: Rebecca Rocha, Director of Human Resources

Rationale: Reimbursement from Medi-Cal related activities allow the district the opportunity to provide supplemental supports and services to students with special needs. Approval of the MOU allows the district to continue seeking reimbursement while working with a third party to oversee the process.

![File Attachment]
Rio Elementary School District MAA Claiming Agreement - Master (revised 5_3_23).pdf (7,957 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.*
OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEDI-CAL ADMINISTRATIVE ACTIVITIES
CLAIMING AGREEMENT

This Agreement is made effective this 1st day of July, 2023, by and between the KERN COUNTY SUPERINTENDENT OF SCHOOLS ("KCSOS"), a constitutional officer with jurisdiction over a political subdivision of the State of California, Tax I.D. No. 95-6000941, located at 1300 17th Street, Bakersfield, California, 93301-4533, hereinafter referred to as the Local Educational Consortium ("LEC"); and Rio Elementary School District, a political subdivision of the State of California, Tax I.D. No. 95-6002550, located at 1800 Solar Drive 3rd Floor, Oxnard, CA 93030, hereinafter referred to as the Local Educational Agency ("LEA").

I. RECITALS

A. The LEC and the LEA desire to establish a means of claiming reimbursement from the Department of Health Care Services ("DHCS") for costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in Welfare and Institutions Code section 14132.47.

B. The LEC has been designated as the Local Educational Consortium responsible for administering the Medi-Cal Administrative Activities ("MAA") claiming process for all participating LEA's in Service Region 8.

II. AGREEMENT

A. Term and Termination. This Agreement shall remain in effect from July 1, 2023-June 30, 2028. This Agreement may be terminated without cause at the end of any quarter by either party on written notice, which notice shall be given at least 60 days prior to the start of the quarter after which participation will terminate.

B. LEC Responsibilities:

1. As mandated by the DHCS, provide a software platform (also referred to from time to time as the "System" or "System Service") through a third party administrator, through which the LEA shall utilize the random moment time study (RMTS) process. Although the LEC will make every reasonable effort to facilitate use of the software platform, the LEC is not responsible for problems resulting from software platform or system errors;

2. Perform desk and site reviews on a rotating basis as prescribed by DHCS to monitor compliance with all federal and state program requirements;

3. Act as liaison between DHCS and LEA;

SLS Ref. No. 29975
4. Prepare and submit quarterly invoices to DHCS;

5. Receive and distribute all of LEA's MAA reimbursements as set forth below in section F of this agreement;

6. Maintain a file of documents pursuant to program retention requirements;

7. Attend statewide and regional MAA training sessions, receive and review MAA-related correspondence from state and federal agencies, distribute new information to the LEA's MAA Coordinator, and actively participate in policy and problem resolution discussions with regional, state and federal entities.

C. LEA Responsibilities:

1. Appoint a MAA coordinator and alternate LEA contact for all MAA activities of the LEA and provide the LEC with contact information. In addition, the LEA agrees to provide the LEC contact information for fiscal staff involved, including those responsible for pulling data and signing invoices. Failure to provide the LEC with current contact information may result in lost revenue to the LEA;

2. Ensure attendance by the MAA Coordinator and other LEA staff at MAA training sessions;

3. Submit all information requested by the LEC necessary for administration and oversight of the MAA Program in a manner and at a time prescribed by LEC, including without limitation a quarterly roster of all LEA MAA staff participants;

4. Oversee timely completion of time study information by LEA staff;

5. Submit invoices to the LEC in a manner and at a time prescribed by LEC. The LEA is responsible for the accuracy of the financial information. It is critical that this information is thoroughly reviewed by the LEA prior to submission to the LEC. The LEC is NOT responsible for auditing or otherwise determining the accuracy of the financial information used for the preparation of the LEA's invoices;

6. Submit accurate information. If the LEC has a reasonable basis for believing that the LEA did not comply with the rules and regulations concerning time surveying or provided inaccurate or incomplete financial information, the LEC shall have the right to (1) delay processing invoices until accurate information is provided by the LEA, or (2) if circumstances warrant, decline to submit invoices for any quarters that would be affected by any incomplete or inaccurate information. If it comes to LEC's attention that errors were committed by the LEA after an invoice has been submitted to DHCS, the LEC will revise the invoice to correct those errors;

7. Execute and comply with the “Agreement for Disclosure and Use of Medi-Cal Data” attached to this agreement as Exhibit A. Execute and comply with the procedures related to the LEA Medi-Cal tape match.

8. The RMTS software platform may be accessed only by employees of the LEA who have a need to access for RMTS purposes. The LEA is a permissive user of the RMTS software platform and agrees to comply with the confidentiality and other
requirements associated with use of the RMTS software platform, including but not limited to the following:

a. The LEA and its officers, agents, and employees are permissive users of a nonexclusive, nontransferable right and license to access via the Internet and use the RMTS System Service and any provided documents (the “Documentation”) to the extent reasonably necessary. This includes incorporating any provided Documentation, in whole or in part, into other written materials prepared by or for the LEA with respect to the System Service solely for the LEA’s internal use, and reproducing and distributing modified and original versions of provided Documentation, in hard copy or online format, as part of the LEA’s Documentation for the System Service, and, if the Documentation is in an online format, allowing authorized LEA users to make print copies of the same solely for internal use.

b. The System may be accessed only by 1) LEA employees who have a need to access the System Service for appropriate MAA Program purposes; or 2) LEA subcontractors and their employees, subject to prior written notification to and approval by the LEC and the LEC’s third party administrator. Those users may be referred to herein as “Agency Users.” Such approval may include requirements for subcontractors and their employees to execute appropriate confidentiality and non-use agreements at any time before or after being approved for access. Agency Users may access the System solely for MAA Program purposes and shall be required to maintain the System Service and provided Documentation as confidential and proprietary to the LEC’s third party administrator. The LEA shall not use or grant to any person or entity other than authorized Agency Users the right to use the System Service. The LEA and Agency Users shall not distribute, market, or sublicense the System Service. The LEC and the LEC’s third party administrator may restrict access or require the LEA to restrict access to the System Service by any Agency User who violates the confidentiality or proprietary rights in the System Service.

c. The LEA shall ensure that appropriate proprietary notices indicating the third party administrator’s Intellectual property rights in the System Service and related Documentation are placed on all copies of written materials distributed by the LEA. Examples of such documentation include training materials and manuals.

d. The LEA shall not distribute or knowingly permit distribution of System Documentation or intellectual property to any individual or organization not authorized as an Agency User.

e. The LEA shall not transfer or permit access to the System Service to any third party or permit any Agency User to transfer or allow access to the System Service to any unauthorized person except as may be required by lawful court order or as a requirement by direction of state person, except as may be required by lawful court order or as a requirement by direction of state or federal authorities having jurisdiction over the reporting of time by Agency and Agency Users.

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f. The LEA shall not decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion of it and shall not permit any Agency User to decompile, disassemble, or otherwise attempt to reverse engineer the System Service or any portion thereof.

g. The LEA will take reasonable steps to protect the System Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to the LEC and its third party administrator any such use of which Agency becomes aware. Agency shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the System Service, including all deletions of any data by Agency Users.

h. Subject to the license rights granted to the LEA, all right, title, and interest in and to the System Service, including intellectual property rights and technology inherent in System Service, are and at all times will remain the sole and exclusive property of the LEC's third party administrator. No right to use, print, copy, distribute, integrate, or display the System Service, in whole or in part, is granted in this Agreement, except as may be explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to the LEA any right, title, or interest in or to intellectual property rights or other rights in and to the System Service or trademarks.

i. Except as expressly authorized by this Agreement, the LEA shall not use, display, copy, distribute, modify, or sublicense the System Service. In addition, the LEA shall not modify, transfer, rent, or lease the System Service, or alter, remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the System Service, and expressly agrees not to circumvent or knowingly permit third parties to circumvent any security or other protections within the System Service.

j. The LEA acknowledges that the System Service and Documentation contain trade secrets, disclosure of which would cause substantial harm that could not be remedied by the payment of damages alone. Accordingly, the LEC's third party administrator will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of these restrictions.

9. The LEA must submit completed moments as prescribed by program guidelines. If the LEA fails to complete the moments within the required guidelines, participation in the program may be limited and reimbursement lost. The LEC reserves the right to disqualify the LEA from participation for one or more quarters if there are recurring instances of non-responsive participants or other non-compliance issues. The LEC/LGA will monitor claiming unit compliance throughout the claiming period. If a claiming unit has been selected for at least 14 moments and has less than an 85% compliance rate, the following shall apply:

- First occurrence – The LEC/LGA will notify DHCS via email of the claiming unit’s non-compliance and DHCS will work with the LEC/LGA to issue a
warning letter to the claiming unit's LEC, Chief Business Official, and/or other designee.

- Second occurrence (within the subsequent 12 months) – When it is determined that a claiming unit is non-compliant for 2 quarter where 85% compliance is not reached regardless of fiscal year, the claiming unit will be suspended from participation in both school-based programs for one quarter, during the next available quarter, and thereby forfeit the associated reimbursement. The claiming unit's LEC, Chief Business Official, and/or other designee will be notified in writing by DHCS.

After one quarter of non-participation, the LEA will be conditionally reinstated. If during this conditional quarter, the LEA meets 85% compliance they will be reinstated. If the LEA does not meet 85% compliance in the conditional quarter, the claiming unit is suspended for an additional quarter.

10. The LEA will timely notify the LEC of any errors and/or omissions in information sent to the LEC so the LEC can process a claim adjustment for submission to DHCS.

11. The LEA will establish an audit file containing documents specified by DHCS in the SMAA Manual and maintain pursuant to program retention requirements. The LEA will make the audit file available to the LEC within 30 days of request.

12. Upon request, the LEA shall make available to the LEC and state and federal auditing agencies all work, records, and procedures related to this Agreement and/or a Medi-Cal reimbursement request.

13. The LEA shall reply in a timely manner to any request for information or to audit exceptions by the LEC or state and/or federal audit agencies that relate to MAA or RMTS services under this Agreement.

14. The LEA will hold all statistical, financial, and other data relating to the MAA Program and the identity of Medi-Cal students in strict confidence.

15. The LEA's failure to perform its duties and responsibilities may result in delayed and/or disallowed reimbursements.

16. The LEA will certify quarterly that the staff included on the Time Survey Participant (TSP) list perform SMAA-related activities on a regular basis, as required per the SMAA Manual.

D. Subcontracting:

1. The LEA agrees that the LEC may, in its sole discretion perform duties under this Agreement through an independent contractor to be selected by LEC.

2. Should the LEA contract with a vendor to provide services or perform its obligations under this Agreement, the LEA remains responsible for the accuracy and

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completeness of information submitted and is also responsible for notifying the vendor of all deadlines. Payment of vendor fees or costs is the sole responsibility of the LEA, and the LEA understands that services provided by a vendor are considered duplicative and are not allowed as a claimable expense on any invoice.

E. Mutual Indemnification.

1. Each party agrees to defend, hold harmless, and indemnify the other party (and its officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party’s breach of the terms of this Agreement.

2. In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party’s expense, through counsel reasonably satisfactory to the other party. The obligations to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses, and liabilities from the time of giving the first notice of any claim or demand.

3. The indemnifying party’s obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) are actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage caused solely by the active negligence or willful misconduct of the other party.

F. Consideration.

1. The LEA agrees that all of the LEA’s MAA reimbursements made under this Agreement are to be payable to the LEC.

2. The LEC agrees to process all of the LEA’s MAA reimbursements due to the LEA under this Agreement within 30 calendar days of the LEC’s receipt of the MAA reimbursement.

3. The LEA agrees that as full compensation to the LEC for its services, the LEC may withhold fees, as specified in Exhibit B of this Agreement, from payments made on each invoice submitted to DHCS.

4. The Base Rate, as specified in the Exhibit B, shall be assessed quarterly respective to the quarterly certified TSP list as it existed at the time of sample generation.

G. Invoice Revisions. If a quarterly invoice is revised, subsequent to payment by the LEC to the LEA of the initial amount, to decrease the invoiced amount, the LEC shall recoup from the LEA the difference between the amount paid to the LEA and the amount reflected in any revised invoice. The LEA hereby authorizes the LEC to recoup the amount of the overpayment by electronic transfer of funds when feasible and, when not feasible, by direct billing or deduction of the overpayment from future payments otherwise due to the

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6
LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice. If the revision to the invoice is due to an error on the part of the LEA, the LEC will retain the administrative fee charged upon payment of the initial invoice.

H. Audit Disallowance.

1. The LEA shall bear the burden of any federal audit disallowance, interest, or penalty to the extent that any disallowance, interest, or penalty results from a claim or claims for which the LEA has received reimbursement. The LEC shall recoup from the LEA amounts equal to the amount of any disallowance, interest, or penalty, less any amounts already remitted by the LEA to DHCS for the disallowed claim. The LEA hereby authorizes the LEC to recoup the amount of the disallowance, interest, or penalty by electronic transfer of funds when feasible and, if not feasible, by direct billing or deduction of the amount due from future payments otherwise due to the LEA. When the amount is directly billed, the invoice shall be paid by the LEA within 30 calendar days of receipt of the invoice.

2. In the event of a possible disallowance, reimbursement of all subsequent claims may be held in abeyance by the LEC with no payment made to the LEA until the disallowance issue is resolved. The LEC shall retain its administrative fee for all claims processed for the LEA, even if all or a portion of a claim is later disallowed as a result of an audit, if any disallowance was due to erroneous information being provided to the LEC by the LEA. The LEA may appeal the results of an audit; however, the LEA is responsible to reimburse the LEC the amount of payment due to DHCS within 30 days of notification by the LEC. If the appeal results in an outcome favorable to the LEA, any funds reimbursed by DHCS will be paid to the LEA within 30 days.

3. In the event that Region 8 reimbursements are held or disallowed by DHCS so that full reimbursement of all invoices submitted by Region 8 LEAs is not possible, the LEAs which have unfunded reimbursements due will be reimbursed on a pro rata basis until the disallowance is resolved.

I. Modifications. This document contains the entire agreement between the parties and may be modified only in writing and signed by both parties.

J. Compliance with Law. In the performance of this Agreement, the parties shall observe and comply with all applicable local, county, state, and federal laws, rules, and regulations.

K. Attorney Fees. If any action is initiated to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

L. Choice of Law/Venue. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding any laws which direct application of the laws of another jurisdiction. The parties agree that the venue of any action relating to this Agreement shall be Kern County.

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M. **Covenant to Sign Documents.** Each party will sign all documents and writings reasonably necessary or expedient to carry out the terms of this Agreement, with acknowledgment or affidavit if required.

N. **Federal Contract Funds.** This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States government for the purposes of the MAA program. In addition, this Agreement is subject to any restrictions, limitations, or conditions under any applicable federal or state statute or regulation. It is mutually agreed that if sufficient funds are not appropriated for the MAA Program, each party has the option to terminate the contract. If neither party elects to terminate the Agreement, the Agreement shall be amended to reflect any reduction in funds.

O. **Assignment.** The LEA shall not assign or transfer this Agreement, its obligations under this Agreement, or and part of this Agreement. The LEA shall not assign any monies due or which become due to the LEA under this Agreement without the prior written approval of the LEC.

P. **Authority to Bind.** It is understood that in the LEA's performance of any and all duties under this Agreement, the LEA has no authority to bind the LEC to any agreements or undertakings.

Q. **Certification.** The LEA shall certify the non-federal match from the LEA's general fund, or from any other funds allowed under federal law and regulations, to Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 14132.47.

R. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted, and this Agreement shall be read and be enforced as though it were included. If through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party, the Agreement may be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

S. **Signature Authority.** Each person signing this Agreement represents that he or she has been authorized and empowered to enter into this Agreement by the party on whose behalf the signature is made.

SLS Ref. No. 29975
LEA:  
Rio Elementary School District

By: ____________________________

Name: __________________________

Title: ___________________________

Dated: _________________________

LEC  
KERN COUNTY  
SUPERINTENDENT OF SCHOOLS

By: ____________________________

Name: Tina Foster

Title: Chief Financial Operations Officer

Dated: 5-5-23
EXHIBIT A
SCHOOL-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (SMAA) AGREEMENT FOR DISCLOSURE AND USE OF MEDI-CAL DATA

LEA and LEC agree to secure data and documents that reside in the California Department of Health Care Services (DHCS) Medi-Cal systems of records, or with its agents, to ensure the integrity, security, and confidentiality of such data and documents, and to permit only appropriate disclosure and use as may be permitted by law.

LEA and LEC mutually agree that the following named individual is designated as “Custodian of the Files” on behalf of the LEA and shall be responsible for the observance of all conditions of use and for establishment and maintenance of security to prevent unauthorized acquisition, access, use or disclosure. The LEA agrees to notify LEC of any change to the custodianship information. LEA and LEC mutually agree, that these related data file(s) will be used solely for the following purpose: to allow the LEC to verify the Medi-Cal eligibility of beneficiaries in order to establish the Medi-Cal Eligibility Ratio (MER) to submit claims for the School-Based Medi-Cal Administrative Activities (SMAA) program. Local Educational Agencies (LEAs) within the LEC region must first determine their MER.

LEA and LEC mutually agree that the creation, receipt, maintenance, transmittal and disclosure of data from DHCS containing PHI or PI shall be subject to the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act) and their implementing privacy and security regulations, which include the final Omnibus Rule, at 45 Code of Federal Regulations parts 160 and 164 (HIPAA regulations), the provisions of the California Information Practices Act (IPA) at Civil Code section 1798 et. seq., Confidentiality of Substance Use Disorder Patient Records at 42 Code of Federal Regulations part 2, and the provisions of other applicable federal and state laws. LEA agrees they will not use such data for any purpose other than that stated in the above paragraph of this Agreement. LEA agrees that access to the data covered by this Agreement shall be limited to the minimum number of individuals necessary to achieve the purpose stated above.

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LEA agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established in HIPAA, the HITECH Act, and the HIPPA Regulations, Final Omnibus Rule as set forth in 45 CFR, parts 160, 162 and 164 of the HIPAA Privacy and Security Regulations. LEA also agrees to ensure that any agents, including a subcontractor to whom they provide DHCS data, agrees to the same requirements for privacy and security safeguards for confidential data that apply to the LEA.

LEA acknowledges that penalties under 45 Code of Federal Regulations, parts 160, 162and 164 of the HIPAA regulations, and Welfare and Institutions Code section 14100.2, including possible fines and imprisonment, may apply with respect to any disclosure of information in the file(s) that is inconsistent with the terms of this Agreement. LEA further acknowledges that criminal penalties under the Confidentiality of Medical Information Act (Civ. Code § 56) may apply if it is determined that LEA, or any individual employed or affiliated therewith, knowingly and willfully obtained any data under false pretenses.

On behalf of LEA, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all of the terms specified herein.

Name and Title of Custodian of Files

LEA Name

LEA Address

Custodian’s Phone Number / Email Address

Custodian’s Signature

Date

SLS Ref. No. 29975
### Exhibit B

**SMAA Standardized Fee Structure**

<table>
<thead>
<tr>
<th>Statewide SMAA Fee Structure</th>
<th>Fee/TSP</th>
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<tr>
<td>1 Base Rate (Standard)</td>
<td>$24</td>
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<tr>
<td>2 Base Rate (Reduced)</td>
<td>$14</td>
</tr>
<tr>
<td><strong>Service Components</strong></td>
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</tr>
<tr>
<td>3 RMTS Web-Based Platform</td>
<td>$2</td>
</tr>
<tr>
<td>4 TSP List Development Assistance</td>
<td>$1</td>
</tr>
<tr>
<td>5 Quality Assurance Assistance of Program</td>
<td>$1</td>
</tr>
<tr>
<td>6 QA Assistance - TSP Lists and Calendars, Financials, Invoicing</td>
<td>$9</td>
</tr>
<tr>
<td>7 LEC Technical Assistance</td>
<td>$1</td>
</tr>
<tr>
<td>8 Invoicing Component</td>
<td>$5</td>
</tr>
<tr>
<td>9 Invoicing Component</td>
<td>$18</td>
</tr>
<tr>
<td>10 LEA Data Match</td>
<td>$1</td>
</tr>
<tr>
<td>11 Audit Support Documentation Storage</td>
<td>$1</td>
</tr>
<tr>
<td>12 Additional Fees: Sample per Pool</td>
<td>$1</td>
</tr>
<tr>
<td>13 Additional Fees: Coding</td>
<td>$1</td>
</tr>
<tr>
<td>14 Additional Fees: Consortia Fee</td>
<td>$1</td>
</tr>
</tbody>
</table>

1. **Base Rate (Standard)** - consists of the expenses incurred by the LECs to run the SMAA program. Including Salaries & Benefits, DHCS Fees, Travel, and Misc. Office Expenses.

2. **Base Rate (Reduced)** - Quarterly TSP Count less than or equal to 50 - Low Medi-Cal Eligibility Rate (MER) - Rural Areas - Other circumstantial factors to ensure LEAs are receiving the best rate available.

3. **RMTS Web-Based Platform** - consists of fees incurred in-house or paid by the LECs to third-party vendors for running the RMTS Platform via the internet, which is configured to meet current DHCS/CMS system requirements.

4. **TSP List Development Assistance** - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on Time Survey Participant (TSP) lists, which includes, but is not limited to, identification of duplicate and missing information, verification of staff job classifications, and calendar verification of student non-attendance days.

5. **Quality Assurance Assistance of Program** - consists of fees incurred in-house or paid by the LECs to a third-party to perform Quality Assurance (QA) on TSP's. Entering or Reviewing TSP list in the RMTS platform.

6. **QA Assistance - TSP Lists and Calendars, Financials, and Invoicing** consists of fees incurred in-house or paid by the LECs to a third-party to Review the invoice and perform cost analyses of all invoice documents to ensure that all costs meet the standards for Certified Public expenditures. Reviewing or Entering TSP List into RMTS platform.

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SLS Ref. No. 29975

12
**Exhibit B**  
**SMAA Standardized Fee Structure**  
(Cont.)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td><strong>LEC Technical Assistance</strong> - consists of fees incurred in-house or paid by the LECs to a third-party to assist the LEC with DHCS compliance inside the platform.</td>
</tr>
</tbody>
</table>
| 8 | **Invoicing Component** -  
- Prepare the Invoice Template  
- Collect the Data from the Districts  
- Perform Quality Assurance Analysis on the Data |
| 9 | **Invoicing Component**  
- Prepare the Invoice Template  
- Collect, Review, and Verify the Data from the Districts  
- Preparation of Final Invoice for Signature and Submittal  
- Work with LEAs for Timely Reporting  
- Policy Support for DHCS-Related Policy Updates |
| 10 | **LEA Data Match Capabilities** - consists of the expenses incurred by the LECs to define the Medi-Cal Eligibility Rate |
| 11 | **Audit Support Documentation Storage** - Provide electronic secure storage via web-based platform |
| 12 | **Additional Fees: Sample per Pool** - consists of fees incurred in-house or paid by the LECs to a third party for generating moments, including a review of moments and clarifying questions. |
| 13 | **Additional Fees: Coding** - consists of fees incurred in-house or paid by the LECs to a third party for coding of random moments. |
| 14 | **Additional Fees** - Consortia Fee |

- **LEC** has discretion of rate of charge so long as annual totals adhere to fee structure guidelines.  
- **LEA** may not be charged more than 15% of their reimbursement.
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 9. Consent
Subject 9.7 MOU Between County of County of Ventura 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.

Public Content
Speaker: Erika Johnson, Director of PPS

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, 2023, and will ensure that Educationally Related Social Emotional Services (ERSES) which may include assessments, individual therapy, group therapy, collateral services, and case management are provided to students in the Rio School District.

MOU(ERSES)23-24.pdf (170 KB)

Administrative Content

Executive Content

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advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND RIO ELEMENTARY

This "First 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 Elementary, 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, 2023 through June 30, 2024, subject to budgetary approval by the governing body of the LEA for FY 2023-24 and the contract extension language detailed in Section 14 (Term) of the MOU.

II. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, 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.

III. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, 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 First 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 First 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 First Amendment through their duly authorized representatives as of the last date written below.

**RIO ELEMENTARY**

**BY**

(authorized signature)  

(permit name and title)  

7. 6. 23  

Date

95-8002550  

Federal Tax Identification #

**COUNTY OF VENTURA**

**BY**

(permit name and title)  

Date

**RIO ELEMENTARY**

**BY**

(permit name and title)  

Date

* If a corporation, this First 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

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Typical service level (Includes both direct and non-direct time)</th>
<th>Typical Annual Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual Counseling</td>
<td>90 minutes a month</td>
<td>$5,320.00</td>
</tr>
<tr>
<td>Counseling and Guidance Services</td>
<td>30 minutes a month</td>
<td>$2,128.00</td>
</tr>
<tr>
<td>Social Work Services</td>
<td>45 minutes a month</td>
<td>$2,128.00</td>
</tr>
<tr>
<td>Parent Counseling and Training</td>
<td>15 minutes a month</td>
<td>$1,064.00</td>
</tr>
<tr>
<td>Aspiranet COEDs Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL</td>
<td>$10,640.00</td>
</tr>
<tr>
<td>15% indirect cost</td>
<td></td>
<td>$1,596.00</td>
</tr>
<tr>
<td>Typical Annual Cost per Student</td>
<td></td>
<td>$12,236.00</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Practitioner Type for VCBH staff</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensed Practitioner of Health Arts (LPHA)</td>
<td>$354.68</td>
</tr>
<tr>
<td>Psychologist/Pre-licensed Psychologist</td>
<td>$548.09</td>
</tr>
<tr>
<td>Peer Services</td>
<td>$280.19</td>
</tr>
<tr>
<td>Mental Health Rehab Specialist</td>
<td>$266.85</td>
</tr>
<tr>
<td>Aspiranet COEDs Services</td>
<td>$-</td>
</tr>
</tbody>
</table>

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.

4County may adjust rates with 30 days’ notice to LEA.
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.8 Approval of the 2023/2024 Inter-district Services Agreement with Ventura County Office of Education (VCOE)
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 145,790.00
Budgeted: Yes
Budget Source: Special Education Funds
Recommended Action: Staff recommends board approval.

Public Content

Speaker: Erika Johnson, Director of PPS

Rationale:

This is an inter-district service agreement between the Ventura County Office of Education (VCOE) and Rio School District (RSD) for the exceptional services that VCOE will provide to RSD students who attend VCOE county programs per their IEPs. This agreement serves as Rio School District's commitment to pay VCOE for the exceptional services their staff provides to RSD students as indicated in their IEPs.

The estimated cost for these services is based on the number of students receiving exceptional services (e.g. intensive individual service-1:1) identified in their IEP.

[Paraeducators with VCOE 23-24.pdf (133 KB)]

Administrative Content

Executive Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
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INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into by and between

(Rio School District)

(hereinafter referred to as "Local Educational Agency" or "LEA") and

(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."

Erika Johnson

Contact Name

805-485-3111

Contact Telephone Number

sjohnson@rioschools.org

Contact E-mail Address

Services. Services will be provided as described in 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 injurious 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.

VCOE 01/31/2023
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

Holly Minear
VCOE Executive Director, Student Services

[Signature]

Date: 7.17.23

Lisa Cline
VCOE Executive Director Internal Business Services

[Signature]

Date

Local Educational Agency Approval

[Signature]

Date

LEA Business Office Administrator
Agenda Item Details

Meeting
Aug 16, 2023 - RSD Regular Board Meeting

Category
9. Consent

Subject
9.9 Approval of Addendum to Current Contract with Center for Effective Philanthropy, Inc.-Youth Truth

Access
Public

Type
Action (Consent)

Fiscal Impact
Yes

Dollar Amount
65,000.00

Budgeted
Yes

Budget Source
LCAP Funds

Recommended Action
Staff recommends board approval of the Addendum for Center for Effective Philanthropy, Inc.-Youth Truth

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent Educational Services

Rationale:
Rio School District surveys district staff, students and parents at each school through Youth Truth.
The district uses the Youth Truth data for strategic planning, DEI initiatives, monitoring how big changes, like new curriculum, technology, or learning models are affecting students, and for professional development.

We would like to add an addendum to the prior contract that was approved on June 28, 2023 for three-years.
We would like to conduct a pre and post survey for the next two years at additional cost of $32,000 for a grand total of $65,000.

2023-2024 survey cost - $33,000
2024-2025 survey cost - $32,000

Administrative Content

Executive Content

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## Change Order Form

This agreement between YouthTruth, a project of the Center for Effective Philanthropy, Inc. ("CEP") and the client organization ("Client") agrees to the following contract changes:

**Organization Name:** Rio School District  
**Billing Contact Name:** Susan Eskridge  
**Billing Contact Email:** seskridge@rioschools.org  
**Billing Contact Phone:** 805-485-3111 x 2107

<table>
<thead>
<tr>
<th>Added/Removed</th>
<th>Date</th>
<th>Description</th>
<th>Amount +/-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Second round of student surveys for 11 surveys, $1500/survey</td>
<td>+16,500</td>
</tr>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Second round of family surveys for 11 schools, $500/survey</td>
<td>+5,500</td>
</tr>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Second round of staff surveys for 11 schools, $500/survey</td>
<td>+5,500</td>
</tr>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Second Community Workshop</td>
<td>+5000</td>
</tr>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Two family surveys, $500/survey (Rio Del Sol and Rio Real)</td>
<td>+1000</td>
</tr>
<tr>
<td>Added</td>
<td>7/19/2023</td>
<td>Two staff surveys, $500/survey (Rio Del Sol and Rio Real)</td>
<td>+1000</td>
</tr>
<tr>
<td>Removed</td>
<td>7/19/2023</td>
<td>One student survey, $1500/survey (Independent Study School ES)</td>
<td>-1500</td>
</tr>
</tbody>
</table>

Previous Changes (if applicable) -1500  
Changes Per Year 33,000  
Original Per Year Contract 33,500  
Revised Per Year Contract 65,000

---

**Signed for The Center for Effective Philanthropy**

Jen Vorse Wilka  
Executive Director, YouthTruth  
Date: 7/19/2023

**Signed for Client Organization**

Name:  
Title:  
Date:

Scan and email your completed form to hello@youthtruthsurvey.org or fax to (415) 358-4947

Questions? Contact us toll free (415) 286-9538 or at hello@youthtruthsurvey.org
# YouthTruth Price Quote for Rio School District
(Surveying in school years 2023-24, 2024-25)
Prepared by Doug Keller Quote expires July 31, 2023

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student Survey</td>
<td>$1,500 /school</td>
<td>$16,500 ($1,500 x 11 schools)</td>
</tr>
<tr>
<td>Family Survey</td>
<td>$500 /school</td>
<td>$5,500 ($500 x 11 schools)</td>
</tr>
<tr>
<td>Staff Survey</td>
<td>$500 /school</td>
<td>$5,500 ($500 x 11 schools)</td>
</tr>
<tr>
<td>Additional Topics:</td>
<td>No Fee</td>
<td>$0</td>
</tr>
<tr>
<td>For example: School Safety, Emotional &amp; Mental Health, etc. (Waived for life of contract)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Data Debrief</td>
<td>No Fee</td>
<td>$0</td>
</tr>
<tr>
<td>1-hour debrief with cabinet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>YouthTruth Workshop:</td>
<td></td>
<td>$5,000</td>
</tr>
<tr>
<td>- In-Person Workshop ($5,000)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Virtual Workshop ($3,500)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Per Survey Round</td>
<td></td>
<td>$32,500</td>
</tr>
<tr>
<td>TOTAL PER YEAR (surveying in October and April)</td>
<td></td>
<td>$65,000</td>
</tr>
</tbody>
</table>

**Schools Included in this Scope:**
1. Rio del Mar
2. Rio del Norte
3. Rio del Sol (Grades 3-5)
4. Rio del Sol (Grades 6-8)
5. Rio del Valle
6. Rio Lindo
7. Rio Plaza
8. Rio Real (Grades 3-5)
9. Rio Real (Grades 6-8)
10. Rio Rosales
11. Rio Vista

Questions? Please contact Doug Keller at [dougk@youthtruthsurvey.org](mailto:dougk@youthtruthsurvey.org) | 415.878.3849  July 19, 2023
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 9. Consent
Subject 9.10 Approval of Agreement from the Ventura County Sheriff's Office for Police Resource Officers at Rio Del Valle and an additional SRO at Rio Plaza and Rio Real for 2023/2024.
Access Public
Type Action (Consent), Discussion
Fiscal Impact Yes
Dollar Amount 87,948.88
Budgeted Yes
Budget Source General Fund
Recommended Action Staff recommends the approval of the Amended Contract between the Ventura County Sheriff's Office and the Rio School District for School Resource Officers for the 2023/2024 school year.
Goals Goal 3: Create welcoming and safe environments where students attend and are connected to their school
Goal 1: Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Wael Saleh, Assistant Superintendent, Business Services
Rationale:
This contract is for School Resource Officers (SRO) at Rio Del Valle and at Rio Plaza and Rio Real provided by the Ventura County Sheriff's Office for the 2023/2024 school year. This agreement has included additional services to be provided at Rio Plaza and Rio Real.

Rio Del Valle Middle School:
August 23, 2023 through June 13, 2024. (32 weeks @ 8 hours/Mondays plus 22 weeks @ 4 hours/Wednesdays.)
344 hours total x $137.42/hour = $47,272.48

Rio Real / Rio Plaza:
August 23, 2023 through June 13, 2024. (37 weeks @ 8 hours/alternating Tuesdays and Thursdays)
equals 296 hours x $137.42/hour = $40,676.32
Total: $87,948.80

Ventura County SHERIFF'S OFFICE.pdf (729 KB)

Administrative Content

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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 23, 2023 and concluding June 13, 2024.** This includes 32 Mondays at eight hours each and 22 Wednesdays at four hours each. 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 Real 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 23, 2023 and concluding June 13, 2024.** 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.

**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 23, 2023, through June 13, 2024, is $87,948.80.

- Rio Del Valle: 32 weeks @ 8 hrs./Mondays + 22 weeks @ 4 hrs./Wednesdays:
  344 hrs. x $137.42/hour = $47,272.48

- Rio Real/Rio Plaza: 37 weeks @ 8 hrs./Alternating Tuesdays & Thursdays = 296 hrs. x $137.42/hour = $40,676.32

This figure is an estimate only and the actual total may vary based on the adjusted contract rate costs for a deputy sheriff which are typically calculated midway through the fiscal year. 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.

Please sign this letter and return to me via email at ron.chips@ventura.org.

Sincerely,

Ron Chips  Date
Captain
Ventura County Sheriff’s Office

Wael Saleh  Date
Assistant Superintendent
Rio School District

Proudly Serving the County of Ventura  Camarillo • Fillmore • Moorpark • Ojai • Thousand Oaks
Agenda Item Details

Meeting  Aug 16, 2023 - RSD Regular Board Meeting
Category  9. Consent
Subject  9.11 Addendum to the APA Speech Therapy Contract
Access  Public
Type  Action (Consent)
Fiscal Impact  Yes
Dollar Amount  96,000.00
Budgeted  Yes
Budget Source  Special Education Funds
Recommended Action  Staff recommends board approval for the addendum to the current board approved contract.

Public Content

Speaker: Erika Johnson, Director of PPS

Rationale:

Due to a current SLP employee leave and in order to meet the assessment and therapy needs of students with Individualized Education Plans, the Pupil Personnel Services Department has found it necessary to hire a contracted full-time in-person, licensed Speech Language Pathologist Assistant (SLPA) under a current board-approved contract with APA Speech Therapy for the 2023-2024 school year or until the district SLP returns full time to their position.

The in-person, licensed SLPA will be held to the same standards as district employees and will be provided training to ensure that they are implementing speech/language services under the licensure and supervision of a licensed and credentialed SLP. The contracted SLPA will be invited to attend regular district meetings and training in order to build rapport within the department and strengthen district special education programs.

APA Speech Therapy 2023-24.pdf (833 KB)

Administrative Content

Executive Content

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BUSINESS ASSOCIATE AGREEMENT

This Business Provider Agreement (the “Agreement”), is made as of the 28 day of June 2023 for the 2023-2024 School Year, by and between, business Provider, APA Speech Therapy, Inc. (APA), and District (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Education as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Provider provides Speech Therapy Services to or on behalf of District;

WHEREAS, in connection with these services, District discloses to Business Provider certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that District receive adequate assurances that Business Provider will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of District.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. Breach. “Breach” shall have the same meaning as the term “breach” in 45 C.F.R. §164.502.


3. District. “District” shall mean RSD.
4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a District that is: (i) the student records; (ii) the enrollment or student management record systems maintained by or for the district; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. **HIPAA Rules.** The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."

6. **Individual.** "Individual" shall mean the person who is the subject of the protected health information.

7. **Protected Health Information ("PHI").** "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Provider from or on behalf of covered entity pursuant to this Agreement.

8. **Required by Law.** "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

9. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

10. **Sensitive Personal Information.** "Sensitive Personal Information" shall mean an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.

11. **Subcontractor.** "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.

12. **Unsecured PHI.** "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.

**B. Purposes for which PHI May Be Disclosed to Business Provider.** In connection with the services provided by Business Provider to or on behalf of District described in this Agreement, District may disclose PHI to Business Provider for the purposes of treatment of participant under the business associate’s care, treatment oversight, service delivery, payment, claims processing, case audit, legal proceedings, and to avert serious health and safety threats.
C. **Obligations of District.** If deemed applicable by District, District shall:

1. Provide Business Provider with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Provider's permitted or required uses and/or disclosures;

2. Notify Business Provider of any restriction to the use and/or disclosure of PHI to which District has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Provider’s use or disclosure of PHI;

3. Not request Business Provider to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;

4. Notify Business Provider of any amendment to PHI to which District has agreed that affects a Designated Record Set maintained by Business Provider;

5. Notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404. Business associate will notify the District and participants of breach. Written notification will be furnished by the Business Provider to the District’s CEO. All cost incurred will be the Business Provider’s.

6. The district agrees to pay the Business Provider all fees within 30 days after the date of the invoice from Business Provider. District further agrees that it is their responsibility to pay the Business Provider for services rendered under this agreement is separate and distinct from the Agencies ability to collect payment for such services from the patients, Medicaid, and/or any other insurance program or responsible party. After the payment due date, the Business Provider will impose a five (5%) flat surcharge rate on all invoices that are delinquent.

D. **Obligations of Business Provider.** Provider shall:

1. Provide District with the speech therapy services (Work) as agreed upon.

2. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

3. Provider represents and warrants to the District that provider (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Agreement.

4. Provider will comply with Education Code section 45125.1, fingerprint and background investigation requirements, and each employee will submit to certification requirements.
5. Provider shall procure and maintain during the life of this Agreement, Professional Liability ("Errors and Omissions") Insurance with limits of $2,000,000 per occurrence/$5,000,000 aggregate.

6. Provider shall procure and maintain during the life of this Agreement, Commercial General Liability ("Errors and Omissions") Insurance with limits of $2,000,000 per occurrence/$5,000,000 aggregate.

E. Compensation. As compensation for services provided under this Agreement, the District shall pay the Business Provider a fee of:

1. Speech Therapy Assessments/Speech Therapy Services provided by a licensed SLP: $105.00/hr
2. Speech Therapy Services provided by a licensed Speech Language Pathologist: $105/hr
3. Speech Therapy Services provided by a licensed SLPA: $75.00/hr

Business Provider will provide the District with an invoice weekly for services rendered with Sunday being the start of the week and Saturday being the last service day of the week.

F. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Provider may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, District as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by District or the minimum necessary policies and procedures of the District. Also, Business Provider may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

1. Use. Business Provider will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Provider to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by District.

2. Disclosure. Business Provider will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by District.

3. Business Provider acknowledges and agrees that District owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in District. Neither Business Provider nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Provider represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without District’s express written consent.


1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to District shall in the
same manner apply to Business Provider. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to District shall also apply to Business Provider. Pursuant to the foregoing requirements in this section, the Business Provider will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Provider will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Provider will ensure that PHI contained in portable devices or removable media is encrypted.

2. **Annual Guidance.** For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Provider shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.

3. **Privacy Provisions.** The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Provider.

4. **Application of Civil and Criminal Penalties.** If Business Provider violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Provider with respect to such violation in the same manner that such sections apply to District if it violates such provisions.

G. **Term and Termination.**

i **Term.** This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Provider by District or created or received by Business Provider on behalf of District, is destroyed or returned to District.

ii **Termination for Cause.** Upon Covered entity’s knowledge of a material breach by Business Provider, District shall either:

a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand-alone agreement or an addendum to a Master Services Agreement, if Business Provider does not cure the breach or end the violation within the time specified by District; or

b. Immediately terminate this Agreement whether it is in the form of a standalone agreement of an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.
H. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Provider agrees to return or destroy all PHI received from District, or created or received by Business Provider on behalf of District, maintained by Business Provider in any form. If Business Provider determines that the return or destruction of PHI is not feasible, Business Provider shall inform District in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Provider retains the PHI. H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Provider agrees to indemnify and hold harmless District from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney’s fees, defense costs, and equitable relief), for any damage or loss incurred by District arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Provider or its agents in connection with the performance of Business Provider’s or its agents’ duties under this Agreement. This indemnity shall apply even if District is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds District not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit District’s rights, if any, to common law indemnity.

   District shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Provider. District shall provide Business Provider with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Provider in establishing a defense to such action.

   These indemnities shall survive termination of this Agreement, and District reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Provider violates this Agreement or either of the HIPAA Rules, Business Provider agrees to mitigate any damage caused by such breach.

3. **Rights of Proprietary Information.** District retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Provider.

4. **Survival.** The respective rights and obligations of Business Provider under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. **Notices.** Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party’s authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

Rio School District 2022-2023 Contract 6
If to Business Provider:
APA Speech Therapy, Inc.
Attn: Alisa Prewitt, MA-CCC/SLP, QOM
Founder/CEO
5850 Canoga Avenue Ste 400
Woodland Hills, CA 91367 Phone
Number: 323-924-9464
e-mail: talk2us@latalkspot.com

If to District:
Rio School District
Erika Johnson
Director Special Education
Rio School District
1800 E. Solar Drive 3rd Floor,
Oxnard, CA 91360
(805)497-9511 ext. 3330
Email: ejohnson@rioschools.org

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow District’s to comply with the requirements of the HIPAA Rules.

7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of California, without regard to applicable conflict of laws principles.

8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, District retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.

9. Nature of Relationship. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship of status. Except for any materials, procedures or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Rio School District 2022-2023 Contract 7
10. Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or sub providers of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to District Employees.

11. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this Agreement.

12. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

10. **Equitable Relief.** Any disclosure of misappropriation of PHI by Business Provider in violation of this Agreement will cause District irreparable harm, the amount of which may be difficult to ascertain. Business Provider therefore agrees that District shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Provider from any such further disclosure or breach, and for such other relief as District shall deem appropriate. Such rights are in addition to any other remedies available to District at law or in equity. Business Provider expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by District.

11. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

12. **No Third Party Beneficiaries.** Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

13. **Headings.** The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

14. **Entire Agreement.** This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
15. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits District to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

16. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

**APA Speech Therapy, Inc.**

By: [Signature]

Alisa Prewitt, SLPD-CCC/SLP, QOM
Speech-Language Pathologist
APA Speech Therapy, Inc.

Date: 6/12/2023

**Rio School District (RSD)**

By: [Signature]

Date: 7/17/2023
Client Assignment Confirmation

Client agrees to pay APA Speech Therapy for hours worked by Contractor on the terms outlined below:

<table>
<thead>
<tr>
<th>Client Name and Location:</th>
<th>Rio School District, 1800 Solar Ave, Oxnard CA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client Contact &amp; Phone Number</td>
<td>Erika Johnson-Special Education Director</td>
</tr>
<tr>
<td></td>
<td>Mari Rugerio, Department Manager</td>
</tr>
<tr>
<td></td>
<td>(805)-485-1442</td>
</tr>
<tr>
<td>Contract Therapist Name &amp; Title:</td>
<td>Dr. Alisa Prewitt - SLP</td>
</tr>
<tr>
<td>Assignment:</td>
<td>TBD</td>
</tr>
<tr>
<td>Weekly Work Schedule:</td>
<td>TBD</td>
</tr>
<tr>
<td>Assignment Dates:</td>
<td>August 21, 2023, thru June 14, 2024</td>
</tr>
<tr>
<td>Guaranteed Hourly Rate:</td>
<td>$105/hour for 8-hour workday</td>
</tr>
<tr>
<td>Approved Calendar Workdays:</td>
<td>183</td>
</tr>
<tr>
<td>Overtime:</td>
<td>Not unless approved by Sped Director</td>
</tr>
<tr>
<td>Cancellation Notice:</td>
<td>20 working days</td>
</tr>
</tbody>
</table>

Client will provide appropriate supervision, materials, and equipment to therapist. Hours are guaranteed regardless of Student(s), District Employee(s), District Contractor(s) absences, enrollment, or employment status. Should the caseload change for any reason, client acknowledges that the Contractor is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.

Dr. Alisa Prewitt
CEO
talk2us@latalkspot.com
Phone: (323)-924-9464
www.latalkspot.com
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<td>Erika Johnson-Special Education Director Mari Rugerio, Department Manager (805)-485-1442</td>
</tr>
<tr>
<td>Contract Therapist Name &amp; Title:</td>
<td>Dorina Padilla - SLP</td>
</tr>
<tr>
<td>Assignment:</td>
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</tr>
<tr>
<td>Weekly Work Schedule:</td>
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</table>
| Client Contact & Phone Number | Erika Johnson-Special Education Director  
Mari Rugerio, Department Manager  
(805)-485-1442 |
| Contract Therapist Name & Title: | Marie Savery - SLPA |
| Assignment: | TBD |
| Weekly Work Schedule: | TBD |
| Assignment Dates: | August 21, 2023, thru June 14, 2024 |
| Guaranteed Hourly Rate: | $75/hour for 8-hour workday |
| Approved Calendar Workdays: | 181 |
| Overtime: | Not unless approved by Sped Director |
| Cancellation Notice: | 20 working days |

Client will provide appropriate supervision, materials, and equipment to therapist. Hours are guaranteed regardless of Student(s), District Employee(s), District Contractor(s) absences, enrollment, or employment status. Should the caseload change for any reason, client acknowledges that the Contractor is guaranteed these hours. Upon mutual agreement, Client may reassign Contractor to another caseload.

Dr. Alisa Prewitt  
CEO  
talk2us@latalkspot.com  
Phone: (323)-924-9464  
www.latalkspot.com

Rio School District 2023-2024 Hiring Contract Letter 1
Agenda Item Details

Meeting      Aug 16, 2023 - RSD Regular Board Meeting
Category     9. Consent
Subject      9.12 Approval of Farm to School Operations Manager Independent Contractor Contract
Access       Public
Type         Action (Consent)
Fiscal Impact Yes
Dollar Amount 199,680.00
Budgeted     Yes
Budget Source Child Nutrition

Recommended Action
It is recommended that the Board approve Edgar Espinoza as the independent contractor for the Farm to School Operations Manager position. This is a 2-year contract from August 16, 2023 through July 31, 20255 at $48.00 per hour (not to exceed 40 hours per week) to establish and farm Rio’s 10 acre property.

Public Content
Speaker:
Wael Saleh, Assistant Superintendent, Lacey Piper, Director of Child Nutrition & Wellness.

Rationale:
The Rio School District held interviews on July 20th. We had a great interview panel consisting of members from the California Department of Food and Agriculture, Rodel Institute, Ventura County Farm to School Collaborative, and Rio School District.

Edgar Espinoza was a clear favorite having deep roots in agriculture in Ventura County. Mr. Espinoza grew up farming on his father’s ranch and is currently farming 12 acres of organic row and tree crops for McGrath Farms. He also worked on Apricot Lane, known for their regenerative organic practices. He has a vast range of experience in production, irrigation repair, distribution, budget management, operation of heavy machinery, etc.

Mr. Espinoza understands the district’s vision and is passionate about students learning about agriculture. He participated in the district’s most recent Compost Tea Party at Rio Del Norte, donating all the produce for the event while supporting student tastes.
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 16th day of August, 2023 by and between Rio School District (hereinafter referred to as "District") and Edgar Espinoza (referred to as "Provider.")

Edgar Espinoza
Provider

1 (805) 907 2670
Telephone Number

Street Address

Fax Number

Camarillo, CA 93010
City, State, Zip code

espinozaitwaysfresh@gmail.com
E-mail Address

Business License Number (if applicable)

SERVICES

See Attached Scope of the Contract

Description of Services

August 16th, 2023 - July 31st 2025
Date(s) of Service

40 hours/ week
Hour(s) of Service

District Farm (Rose Ave.)
Location

FEES

Compensation for Services
$ 48 per hour

Other Ancillary Cost, as applicable
$ 99,840 per year

Total not to Exceed
$ 99,840 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.

Approved 10-15-2013
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

SITE AGREEMENT

Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator

Signature

Date
Farm to School Operations Manager
Scope of Contract

Rio School District: Child Nutrition Services
Job Type: Independent Contractor

Child Nutrition Services
Rio School District
1800 Solar Drive, 3rd Floor
Oxnard, CA 93030

Overview
In collaboration with the Rio School District’s Director of Child Nutrition and Wellness, the Farm to School Operations Manager will manage and operate 10-acres of district-owned, organic agricultural land to produce organic fruit and vegetable row and tree crops for the school meal breakfast, lunch, snack and supper programs, which will be a key component of the district’s Farm to School program. This farm will also be utilized as an outdoor learning lab for K-8 students to engage in experiential agricultural education.

Click here to view the Child Nutrition Services website.
Click here to learn more about Rio’s Farm to School Program.

Contract Terms
2-year contract from August 2023–July 2025 with the possibility for extension and renewal. $45-50/hour based on experience, expertise and education and not to exceed 160 hours per month.

To Apply
Submit your resume, cover letter and three references to Lacey Piper, Director of Child Nutrition Services, at lpiper@rioschools.org by Tuesday, July 11, 2023. Letters of recommendation are encouraged.

See the Scope of Contract on Page 3
Scope of Contract
The Farm to School Operations Manager will be responsible for the following scope of work:

1. Collaborate with district administrators, staff, consultants and agricultural community to design and establish the regenerative organic farm, which will consist of row and tree crop production and outdoor learning spaces for students and align with the Child Nutrition Department’s Farm to School operation goals.
2. Manage and operate fruit and vegetable row and tree crop production using regenerative organic farming practices such as crop rotation, composting, organic pest management, cover cropping, etc.
3. Oversee and implement farm production and operations including crop planning and rotations, forecasting, planting, cultivating, harvesting, washing, packing and maintaining quality control for school meal programs.
4. Collaborate with the Director of Child Nutrition and Wellness and Farm to School team to align crop planning and fruit and vegetable production with short and long-term school breakfast, lunch, snack and supper menu produce needs.
5. Install, manage and fix irrigation for row and tree crops.
6. Perform routine maintenance of tools and equipment.
7. Manage and track supply inventory and purchases.
8. Assist with managing the farm operation budget.
9. Apply for and maintain an organic certification; adhere to certified organic guidelines.
10. Maintain a clean and organized operation through tool and supply organizing,
11. Craft, implement and oversee adherence to farm safety practices and procedures.
12. Load and haul equipment, supplies, tools and produce.
13. Track and report costs, crop plans and fruit and vegetable production and orders.
14. Maintain records and logs related to produce harvest and deliveries.
15. Deliver fruit and vegetable harvest, as well as any other food items, to school site kitchens as needed.
16. Serve as a representative to the community about regenerative organic agriculture through presentations and engagement in educational events and programs.
17. Engage students in farm-based educational programming coordinated and facilitated by the Farm to School educator team.
18. Cultivate positive community relations by involvement and participation in agricultural-related organizations, professional development and school and community events.
Scope of Contract Continued
19. Attend staff meetings and school functions as needed.
20. Implement Good Agricultural Practices and safe food handling practices and maintain certification.

Scope of Contract Working Conditions & Physical Abilities
1. Working in an outdoor environment around dust and dirt in all weather conditions (hot, cold, windy, rain, muddy conditions).
2. Subject to bending, stooping, lifting, pulling, noise, dust, heat, fumes, climbing, ladders and machine vibrations.
3. Moderate to strenuous physical effort including lifting up 50 pounds and push/pull up to 75 pounds.
4. Seeing to obtain a driver's license and to inspect documents and read fine print.
5. Hearing and speaking to communicate with others in a normal voice and on the telephone.
6. Speaking clearly to communicate with staff, administrators, parents and others.
7. Sitting or standing alternately for extended periods of time.
8. Dexterity of hands and fingers to operate tools and equipment.
9. Write legibly.
10. Physically perform the scope of work outlined with or without accommodations.

The Ideal Candidate
The ideal candidate will have a minimum of 5 years experience: 1) maintaining, operating and managing regenerative organic row and tree crop farms and 2) implementing regenerative organic farming practices such as water conservation, crop rotation, composting, cover cropping, organic pest management, etc. Having a Bachelor's degree in agriculture or related field and/or experience working with Farm to School programs is preferred.

Licenses and other Requirements
Valid California Driver's License
Certificate of Liability Insurance
Food Safety Manager Certification (ServSafe Certificate or its equivalent) – within first 3 months from start of contract agreement
May require pre-employment physical examination
Agenda Item Details

Meeting Aug 16, 2023 - RSD Regular Board Meeting
Category 9. Consent
Subject 9.13 Approval of the Transportation Services Agreement between VCOE and Rio School District
Access Public
Type Action (Consent)
Fiscal Impact Yes
Dollar Amount 355,795.00
Budgeted Yes
Budget Source Special Education Funds
Recommended Action Staff recommends board approval.

Public Content
Speaker: Erika Johnson, Director of PPS

Rationale:
This is a Transportation Services Agreement between the Ventura County Office of Education and Rio School District for the transportation of students with disabilities who attend VCOE county programs as indicated in students’ IEPs. This service agreement serves as Rio’s commitment to participation and cost-sharing so that VCOE may engage in a fair and cost-effective transportation solution for the 2023/2024 school year. The fiscal impact is based on an estimated cost for the entire school year and is subject to change for final total costs based on the total amount of Rio School District students transported to VCOE programs during the 23/24 school year.

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

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.
Transportation Services Agreement  
For VCSSFA Covered Parties

This Transportation Services Agreement (the “Agreement”) is made and entered into this ___________ by and between the Ventura County Office of Education (hereinafter referred to as “Provider Local Educational Agency”) and ___________ (hereinafter referred to as “Recipient Local Educational Agency” or “Recipient LEA”). Provider LEA and Recipient LEA may be referred to herein individually as a “Party” and collectively as the “Parties.”

<table>
<thead>
<tr>
<th>Ventura County Office of Education</th>
<th>Rio School District</th>
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<tbody>
<tr>
<td>Provider Local Educational Agency</td>
<td>Recipient Local Educational Agency</td>
</tr>
<tr>
<td>5189 Verdugo Way</td>
<td>1800 Solar Drive</td>
</tr>
<tr>
<td>Street Address</td>
<td>Street Address</td>
</tr>
<tr>
<td>Camarillo, CA 93012</td>
<td>Oxnard, CA 93030</td>
</tr>
<tr>
<td>City, State, Zip code</td>
<td>City, State, Zip code</td>
</tr>
<tr>
<td>805-383-1917</td>
<td>805-485-3111 ext. 2130</td>
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<td>Telephone Number</td>
<td>Telephone Number</td>
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<tr>
<td>Julie Barron</td>
<td>Wael Saleh</td>
</tr>
<tr>
<td>Contact Name</td>
<td>Contact Name</td>
</tr>
<tr>
<td><a href="mailto:jbarron@vcoe.org">jbarron@vcoe.org</a></td>
<td><a href="mailto:wsaleh@rioschools.org">wsaleh@rioschools.org</a></td>
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<tr>
<td>Contact E-mail Address</td>
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SERVICES
Contracted Special Education Transportation of an estimated (_______) students

Description of Services

<table>
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<tr>
<th>2023/24 School Year</th>
<th>Hour(s) of Service</th>
<th>Destination</th>
</tr>
</thead>
</table>

FEES

- Estimated Compensation for Services: $355,795.00
- Other Ancillary Cost, as applicable: 
- Total not to Exceed: 

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

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

NATURE OF RELATIONSHIP. The Parties agree the relationship created by this Agreement is that of independent contractor. The Parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The Parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

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.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of both 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.
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.

The Parties agree that, in the event of any unresolved dispute under the agreement, the parties shall enter mediation or binding arbitration. Arbitration will be conducted pursuant to the rules of the American Arbitration Association and California code of Civil Procedure sections 2025 and 2031. The cost of mediation or binding arbitration shall be borne equally by the parties.

INDEMNIFICATION. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

INSURANCE. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers’ compensation, general liability, automobile liability, property coverage, and automobile physical damage coverage under the VCSSFA self-insurance programs.

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.

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

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

Ventura County Office of Education
Provider Local Educational Agency

By:

Authorized Signature
Lisa Cline
Name
Executive Director, Internal Business
Title
5189 Verdugo Way
Street Address
Camarillo, CA 93012
City, State, Zip Code
lcline@vcoe.org
E-Mail Address
805-383-1942
Telephone

Rio School District
Recipient Local Educational Agency

Authorized Signature

Name
Title
Street Address
City, State, Zip Code
E-Mail Address
Telephone
Covered Party to Covered Party
Proof of Insurance

The following local educational agencies and public agencies participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for third party liability coverage under the VCSSFA self-insurance liability program.

**Named Covered Parties**

- Briggs Elementary School District
- Conejo Valley Unified School District
- Fillmore Unified School District
- Hueneme Elementary School District
- Mesa Union Elementary School District
- Moorpark Unified School District
- Mupu Elementary School District
- Oak Park Unified School District
- Ocean View School District
- Ojai Unified School District
- Oxnard Elementary School District
- Oxnard Union High School District
- Pleasant Valley School District
- Rio Elementary School District
- Santa Clara Elementary School District
- Santa Paula Unified School District
- Simi Valley Unified School District
- Somis Union Elementary School District
- Ventura Unified School District
- Ventura County Office of Education / Ventura County Board of Education

**Named Covered Parties**

- Architecture, Construction, & Engineering (ACE) Charter High School
- Camarillo Academy of Progressive Education (CAPE)
- Golden Valley Charter School
- Golden Valley Charter School, Inc.
- Peak Prep Pleasant Valley
- University Preparation Charter School at CSU Channel Islands
- Valley Oak Charter School
- Ventura County Schools Business Services Authority
- Ventura County Schools Self-Funding Authority

Effective July 1, 2022
June 16, 2023

To: Ventura County School Districts and Charter Schools
From: Holly Minear, Executive Director Student Services

RE: VCOE Special Education Transportation Services

The Ventura County Office of Education (VCOE) strives to provide quality services to support Local Education Agencies (LEAs) serving all students. Transportation for Special Education students can be challenging as programs and services are located throughout the county and not necessarily close in proximity to student residences. VCOE holds a contract with a vendor (First Student) for transporting Special Education students and desires to partner with LEAs to transport Special Education students when the partnership provides an appropriate solution that is not cost prohibitive.

To operate a program that is fair for all participating LEAs, we need to have a commitment of participation and cost sharing by LEAs that desire to use the services.

While the exact future cost per student is unknown due to varying miles driven, counts of students per routes, adding and subtracting routes and students throughout the school year, etc., we can use estimates based on prior billings from 2022-2023 and the cost increase of our contract with First Student. As you may recall, we went out to bid for new transportation contract based on feedback from LEAs. The new contract is approximately 40% higher than the cost of 2022-2023. Thus, we have added 40% to the mid-year estimate of costs for 2022-2023. For your reference, attached is the mid-year estimate of costs for 2022-2023.

If the District or Charter School desires to have VCOE as an option for transporting Special Education students in 2023-2024, please complete the attached contract template which would include an estimate of how many students might need transportation services. We are including the current count of students by LEA. At any time during the next school year, if a student needs to be added or subtracted from services, we will use a formal process of communication to add the service/expense. The VCOE Transportation Coordinator and the VCOE Executive Director Student Services will be the points of contact.

Please let us know of any questions you might have. We would appreciate your response and commitment to any desired services by July 7, 2023.

"Commitment to Quality Education for All"
Agenda Item Details

Meeting  Aug 16, 2023 - RSD Regular Board Meeting
Category  9. Consent
Subject  9.14 Addendum to the 23/24 Service Contracts with VCSELPA for APE Services, DHH Services, Orientation & Mobility Services, PT Services, and OT Services
Access  Public
Type  Action (Consent)
Fiscal Impact  Yes
Dollar Amount  25,099.86
Budgeted  Yes
Budget Source  Special Education Funds
Recommended Action  Staff recommends board approval of the additional contract with VCSELPA.

Public Content
Speaker: Erika Johnson, Director of PPS

Rationale:

Rio School District does not have a large enough need to fund full-time specialists in the areas of Adaptive Physical Education, Deaf and Hard of Hearing, Orientation and Mobility, Physical Therapy, and Occupational Therapy. In order to meet these needs, Rio School District contracts with VCSELPA and pays a proportionate share of salaries for the individuals based on the amount of time spent serving students in Rio School District for the 23/24 school year.

This addendum is to include the service agreements for Orientation & Mobility and Physical Therapy services to the current board-approved 23/24 service contracts with VCSELPA and to include the total amount necessary to fund the Orientation & Mobility as well as Physical Therapy services provided by VCSELPA Specialists for the 23/24 school year.

Contracted specialists are held to the same standards as district employees and will be provided training to ensure that they are able to conduct appropriate assessments, write legal compliance reports, write and hold effective IEPs, and meet the needs of students' IEPs. Contract specialists will attend regular district training in order to build rapport with the department and strengthen the district's special education programs.

VCOE SELPA 23-24 (5).pdf (452 KB)

Administrative Content

https://go.boarddocs.com/ca/rio/Board.nsf/Private?open&login#
Executive Content

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

This Services Agreement (the “Agreement”) is made and entered into by and between ___________ (hereinafter referred to as “Local Educational Agency” or “LEA”) and 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.
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

<table>
<thead>
<tr>
<th>VCOE Department Administrator</th>
<th>VCOE Signature</th>
<th>Date</th>
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<tr>
<th>VCOE Executive Director Internal Business Services</th>
<th>VCOE Signature</th>
<th>Date</th>
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Local Educational Agency Approval

<table>
<thead>
<tr>
<th>LEA Business Office Administrator</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>7-24-23</td>
</tr>
</tbody>
</table>
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)  $3,439.12
Other Ancillary Cost or fees, as applicable  $0
Total not to Exceed  $3,439.12

DESCRIPTION OF WORK (required):

SELPA Orientation & Mobility Specialists are certificated employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Orientation & Mobility 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. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Orientation & Mobility 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.

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.
INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into __________________________ by and between __________________________

(District or Charter School) __________________________ (hereinafter referred to as “Local Educational Agency” or “LEA”) and

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
evjohnson@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 located 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.
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

<table>
<thead>
<tr>
<th>VCOE Department Administrator</th>
<th>VCOE Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>VCOE Executive Director Internal Business Services</td>
<td>VCOE Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Local Educational Agency Approval

[Signature]

LEA Business Office Administrator

Date: 7.24.23
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) $21,660.74

Other Ancillary Cost or fees, as applicable

Total not to Exceed $21,660.74

DESCRIPTION OF WORK (required):

SELPA Physical Therapy Specialists are classified employees of the Ventura County Office of Education (VCOE). These SELPA specialists conduct assessments, provide classroom consultations, provide direct services and attend IEP meetings. These are 10/11-month programs that begin on the first day of school and conclude at the end of ESY.

SELPA Physical Therapy 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. Low incidence funds may be used, if applicable.

Please advise your business office that the Ventura County Office of Education will be billing for Physical Therapy 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.

*Please note: Part C PT services for Infants (0-2) are paid for by our Early Start Grant and provided at no cost to your district. The PT needs of your infant program shall not be included in your response on this form.

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.
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.15 Approval of Annual List of Pre-Qualified Bidders from Quality Bidders for 2023/2024
Access: Public
Type: Action, Discussion
Fiscal Impact: Yes
Budgeted: Yes
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 23/24 year.
Goals: Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content
Speaker: Wael Saleh, Assistant Superintendent of Business Services

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) 20111.6, 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 a yearly online pre-qualification application process, renewed the contract each year thereafter. Applications received by Quality Bidders have been reviewed by staff, and the attached pool of pre-qualified 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. All interested parties in contracting for school construction projects with the District, had over a month to submit their pre-qualification package to Quality Bidders. With the help of the District’s Construction Manager, numerous emails and calls have been placed to current or past contractors and sub-contractors encouraging them to renew or submit the required documentations for pre-qualification.

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.

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, hundreds 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 online process.

Rio Sch Dist approved prequal 2023.pdf (27 KB)
### 2023 Rio School District - Prequalification Application Report

<table>
<thead>
<tr>
<th>Company</th>
<th>Contractor</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
<th>License Number</th>
<th>License Classifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMG &amp; Associates, Inc.</td>
<td>Albert M. Giacornazzi</td>
<td>26635 Summit Circle, Santa Clara, CA 91350</td>
<td>661-251-7401</td>
<td><a href="mailto:estimating@amgassociatesinc.co">estimating@amgassociatesinc.co</a></td>
<td>881824_</td>
<td>B (General Building Contractor), A (General Engineering)</td>
</tr>
<tr>
<td>APEX FIRE PROTECTION, INC.</td>
<td>ZARE BABAYAN</td>
<td>2155 VERDUGO BLVD, #220, MONTROSE, CA, 91020</td>
<td>818-957-3400</td>
<td><a href="mailto:apexfireinc@yahoo.com">apexfireinc@yahoo.com</a></td>
<td>954286_</td>
<td>C-16 (Fire Protection Contractor), C-10 (Electrical Contractor), C-7 (Low Voltage Systems)</td>
</tr>
<tr>
<td>Apple Valley Communications, Inc.</td>
<td>Jay Lovato</td>
<td>21845 Highway 18, Apple Valley, CA, 92307</td>
<td>760-247-2668</td>
<td><a href="mailto:jlovato@avcsystems.com">jlovato@avcsystems.com</a></td>
<td>542642_</td>
<td>A (General Engineering), C-4 (Boiler, Hot Water Heating)</td>
</tr>
<tr>
<td>Ball Construction, Inc.</td>
<td>Grant Wood</td>
<td>8852 E. Joe Vargas Way, Costa Mesa, CA, 92627</td>
<td>626-442-8003</td>
<td><a href="mailto:estimating@ballconstruction.com">estimating@ballconstruction.com</a></td>
<td>524540_</td>
<td>B (General Building Contractor), C-33 (Painting and Decorating), C-7 (Low Voltage Systems)</td>
</tr>
<tr>
<td>CGT Construction Inc. dba C T</td>
<td>Costas Georgiou</td>
<td>433 Leucovreul Ave, Fullerton, CA 92831</td>
<td>310-834-8015</td>
<td><a href="mailto:maria@cgtconstruction.net">maria@cgtconstruction.net</a></td>
<td>635916_</td>
<td>B (General Building Contractor), C-54 (Ceramic and Mosaic Tile Contractor)</td>
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<tr>
<td>Geogiou Painting Co.</td>
<td></td>
<td>1015 S. Placentia Ave, Anaheim, CA, 92807</td>
<td>562-777-1009</td>
<td><a href="mailto:estimate@eicim.com">estimate@eicim.com</a></td>
<td>824410_</td>
<td></td>
</tr>
<tr>
<td>EIDIM Group Inc. dba EIDIM</td>
<td>Aman Jain</td>
<td>7200 Helena Place, Fontana, CA, 92336</td>
<td>x104</td>
<td><a href="mailto:estimate@eicim.com">estimate@eicim.com</a></td>
<td></td>
<td>C-6 (Cabinet, Millwork and Finish Carpentry Contractor)</td>
</tr>
<tr>
<td>AV Technology</td>
<td></td>
<td>2949 Onyx Avenue, La Jolla, CA, 92036</td>
<td>909-574-8090</td>
<td><a href="mailto:greg@floredtile.com">greg@floredtile.com</a></td>
<td>791250_</td>
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<tr>
<td>Floored Tile &amp; Stone</td>
<td></td>
<td>3100 E. Belle Terrace Falls, OR, 97063</td>
<td>541-884-5555</td>
<td><a href="mailto:ebaker@fremontmillwork.com">ebaker@fremontmillwork.com</a></td>
<td>249756_</td>
<td></td>
</tr>
<tr>
<td>Fremont Millwork Co.</td>
<td>Elizabeth Baker</td>
<td>3529 Pegasus Drive, Bakerfield, CA 93307</td>
<td>x8209</td>
<td><a href="mailto:planroom@hpsmechanical.com">planroom@hpsmechanical.com</a></td>
<td>793014_</td>
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</tr>
<tr>
<td>HPS Mechanical, Inc.</td>
<td>Alma Martinez</td>
<td>2949 Onyx Avenue, La Jolla, CA, 92036</td>
<td>626-256-4400</td>
<td><a href="mailto:Geoff.szabo@amfite.com">Geoff.szabo@amfite.com</a></td>
<td>791060_</td>
<td></td>
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<tr>
<td>J. Noble Binns Plumbing Co., Inc.</td>
<td>Michelle Bevington</td>
<td>1930 S. Myrtle Ave., Monrovia, CA, 91016</td>
<td>626-454-5222</td>
<td><a href="mailto:joseph@laeng.net">joseph@laeng.net</a></td>
<td>791250_</td>
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<tr>
<td>JAM Fire Protection, Inc.</td>
<td></td>
<td>134 W 168th St, Gardena, CA, 90248</td>
<td>310-856-6688</td>
<td><a href="mailto:janeta@anvilsteel.com">janeta@anvilsteel.com</a></td>
<td>825032_</td>
<td></td>
</tr>
<tr>
<td>JAM Corporation</td>
<td>Geoff Szabo</td>
<td>633 N. Barmaca Ave, Covina, CA, 91723</td>
<td>661-397-2121</td>
<td><a href="mailto:juliet@barmaca.com">juliet@barmaca.com</a></td>
<td>791250_</td>
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<tr>
<td>Junior Steel Co.</td>
<td>Janet Alvarez</td>
<td>1027 Cindy Lane, Canipiners, CA, 93013</td>
<td>850-745-1126</td>
<td><a href="mailto:kimberlye@mmmechanical.net">kimberlye@mmmechanical.net</a></td>
<td>742311_</td>
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</tr>
<tr>
<td>Los Angeles Engineering, Inc.</td>
<td>Joseph Hygood</td>
<td>12740 Danielson Court, Suite A, E, Poway, CA 92064</td>
<td>858-324-1036</td>
<td><a href="mailto:beckyt@compus.com">beckyt@compus.com</a></td>
<td>868539_</td>
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</tr>
<tr>
<td>M&amp;M Mechanical, Inc.</td>
<td>Kimberly Eckert</td>
<td>5841 LAKESHORE DR, CYPRESS, CA, 90630</td>
<td>714-220-9091</td>
<td><a href="mailto:marissa@penaaripgroup.com">marissa@penaaripgroup.com</a></td>
<td>348326_</td>
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<tr>
<td>Pathway Communications LTD</td>
<td>Becky Thurmon</td>
<td>500 Iowa Street, Redlands, CA 92373</td>
<td>714-421-2455</td>
<td><a href="mailto:jmyers@siglers.com">jmyers@siglers.com</a></td>
<td>960159_</td>
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<tr>
<td>Penn Air Control Inc</td>
<td>Marissa Ramirez</td>
<td>205 South Puente St., Brea, CA, 92621</td>
<td>909-790-5222</td>
<td><a href="mailto:jweed@procraftcl.com">jweed@procraftcl.com</a></td>
<td>467234_</td>
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<tr>
<td>Pro-Craft Construction, Inc.</td>
<td>Jessica Reed</td>
<td>1340 W. Beltenavia Road, Santa Maria, CA, 93455</td>
<td>805-621-5000</td>
<td><a href="mailto:kcloud@smithmeep.com">kcloud@smithmeep.com</a></td>
<td>420418_</td>
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<tr>
<td>Russell Sigler Inc.</td>
<td>Jeffrey Myers</td>
<td>3795 La Crescenta Ave, #102, Glendale, CA 91208</td>
<td>818-957-4994</td>
<td><a href="mailto:pq@simecmechanical.com">pq@simecmechanical.com</a></td>
<td>974288_</td>
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<tr>
<td>Smith Mechanical-Electrical-</td>
<td>Alex Harbachian</td>
<td>1340 W. Beltenavia Road, Santa Maria, CA, 93455</td>
<td>818-957-4994</td>
<td><a href="mailto:pq@simecmechanical.com">pq@simecmechanical.com</a></td>
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</tr>
<tr>
<td>Plumbing</td>
<td>Koren Cloud</td>
<td>1340 W. Beltenavia Road, Santa Maria, CA, 93455</td>
<td>805-621-5000</td>
<td><a href="mailto:kcloud@smithmeep.com">kcloud@smithmeep.com</a></td>
<td>420418_</td>
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<tr>
<td>Southern Bleacher Company, Inc.</td>
<td>Cara Hemdon</td>
<td>9906 Channel Road, Lakeside, CA 92040</td>
<td>818-443-7034</td>
<td><a href="mailto:apecman@standarddrywall.com">apecman@standarddrywall.com</a></td>
<td>444328_</td>
<td></td>
</tr>
<tr>
<td>Standard Drywall, Inc.</td>
<td>Angie Peckman</td>
<td>850 PARKVIEW DRIVE</td>
<td></td>
<td></td>
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<td>B (General Building Contractor), C-2 (Insulation and Acoustical)</td>
</tr>
<tr>
<td>TELENET VoIP, INC.</td>
<td>EMMELINE ADIZON</td>
<td><a href="mailto:310-253-9000EMMELINE@TELENETVOIP.COM">310-253-9000EMMELINE@TELENETVOIP.COM</a></td>
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<td>C-10 (Electrical Contractor), C-3 (Painting and Decorating), C-7 (Low Voltage Systems)</td>
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<tr>
<td>VLA Construction Inc</td>
<td>Veronique Loizu</td>
<td>9825 Ventura Blvd. #157, Woodland Hills, CA, 91364</td>
<td>818-225-1800</td>
<td><a href="mailto:vla@hotmail.com">vla@hotmail.com</a></td>
<td>1040399_</td>
<td></td>
</tr>
<tr>
<td>Waisman Construction, Inc.</td>
<td>Guy Waisman</td>
<td>21930 Sycamore St, Unit D, Canoga park, CA, 91304</td>
<td>818-716-6396</td>
<td><a href="mailto:estimating@waiscon.com">estimating@waiscon.com</a></td>
<td>839916_</td>
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</tbody>
</table>
Agenda Item Details

Meeting: Aug 16, 2023 - RSD Regular Board Meeting
Category: 9. Consent
Subject: 9.16 Approval of Proposal #1 from Kruger Bensen Ziemer Architects, Inc. for the Rio Del Valle Sports Fields Phase 2, Extra Services Proposal for Baseball Lighting
Access: Public
Type: Action (Consent)
Fiscal Impact: Yes
Dollar Amount: 49,000.00
Budgeted: Yes
Budget Source: Measure H
Recommended Action: It is recommended that the Board approve the proposal for the Lighting of the Baseball Field at Rio Del Valle.

Public Content
Speaker:
Wael Saleh, Assistant Superintendent, Business Services
Rationale:
The proposed Extra Services consist of:
- Coordinating lighting design with Musco Sports Lighting and geotechnical engineer.
- Prepare electrical engineering design and other site modifications required to add the lighting, including minor modifications to civil and landscape drawings.
- Process a revised drawing package through DSA for review and approval that will amend the previous DSA-approved project.

Fees for this proposal consist of:
- Civil $2,500.00
- Landscape $2,500.00
- Electrical $32,000.00
- KBZ for DSA Processing $12,000.00
Total Extra Services: $49,000.00

Proposal from KBZ Architects.pdf (301 KB)

Administrative Content

Executive Content
https://go.boarddocs.com/ca/rio/Board.rs//Private?open&login#
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.
21 June 2023

Rio School District
Attn: Wael Saleh
1800 Solar Dr.
Oxnard, CA 93036

Re: RDV Sports Fields Phase 2 – Extra Services Proposal #1 for Baseball Lighting

Dear Mr. Saleh,

We are pleased to propose additional services to accommodate the District’s request to add Musco sports lighting to the two new baseball fields that are part of the RDV Sports Fields Phase 2 project. We have contacted Musco Sports Lighting and they have produced the attached preliminary design to show the scope of the added lighting project.

PROPOSED EXTRA SERVICES:

- Coordinate lighting design with Musco Sports Lighting and geotechnical engineer. Note: Musco has determined that the existing geotechnical report is sufficient for their purposes.
- Prepare electrical engineering design and other site modifications required to add the lighting, including minor modifications to civil and landscape drawings.
- Process a revised drawing package through DSA for review and approval that will amend the previous DSA-approved project (A#03-122066).

PROPOSED FEE:

- Civil (Flowers & Associates): $2,500.00
- Landscape (JGB): $2,500.00
- Electrical (CHA): $32,000.00
- KBZ (coordinated & DSA processing): $12,000.00

Total Extra Services #1 Fee Addition: $49,000.00

The fee as noted above shall be billed each month based on percentage of completion for the added task(s). Please increase your existing Purchase Order #P23-02172 from $136,600.00 to $185,600.00 upon approval.

In the event of termination, suspension, or abandonment of the project, the KBZ shall be equitably compensated for services performed through the date of notice. Failure of the District to make payments to KBZ in accordance with this agreement shall be considered substantial nonperformance and is sufficient cause for KBZ to either suspend or terminate services. Either KBZ or the District may terminate this agreement after giving no less than seven days’ written notice.

Thank you for requesting our services. If there are any items in this proposal that you have concerns about or would like to see modified, please contact me at your earliest convenience.

Very truly yours,

Todd A Jespersen AIA, LEED AP®
Principal Architect & CFO
California License #C25839

Agreed:

Signature

Printed name

Date

Attached: Preliminary Musco Sports Lighting design for baseball fields, CHA Proposal

cc: Keith Henderson (Balfour Beatty), Mary Orleans (RSD)