#### **REGULAR MEETING OF THE BOARD OF DIRECTORS**



Ventura County Schools Business Services Authority 5100 Adolfo Road Camarillo, CA 93012 Ph: 805.383.1974

#### OFFICIAL AGENDA

Friday, April 26, 2024 VCSBSA Conference Room 1:00 PM

#### 1. OFFICIAL OPENING OF MEETING

- A. Call to Order
- B. Roll Call

<b>D</b> 1	
Kaara	•

**President:** Dr. Raul Ramirez, Mesa Union School District

Vice President: Dr. Marlene Batista, Mupu Elementary School DistrictClerk: Kari Skidmore, Santa Clara Elementary School DistrictMember: Dr. Carlos Dominguez, Briggs Elementary School District

Member: Dr. Jesus Vaca, Somis Union School District

Alternate: Lindsay Winegar, Briggs Elementary School District

Alternate: Kim Kuklenski, Mesa Union School District

**Alternate:** Nicole Misewitch, Mupu Elementary School District **Alternate:** Deann Hobson, Santa Clara Elementary School District

Alternate: Robert Fulkerson, Somis Union School District

**VCOE Staff:** Misty Key, Associate Superintendent of Fiscal and Administrative Services **VCSBSA Staff:** Tami Peterson: Chief Business Official, Rudy Calasin: Director of School

Business, Leticia Olmos: Information and Logistics Coordinator

D.	Emergency Additions to the Agenda
Ε.	Approval of Agenda

C. Welcome Guests

	Motion:	Second:	Y	N	A	
F.	Approval of Minutes of The Chief Business Or presented.	( <b>Pgs. 4-8</b> ) fficial recommends that t	the Board of Dir	ectors approve th	ne March 14, 2	024, minutes as
	Motion:	Second:	Y	N	A	

# 2. Reports/Information/Discussion

#### A. Chief Business Official Report

The CBO will provide a report of current activities of the VCSBSA office.

- 1.) CDE Resource Management and Procurement Resources 2024 Spring Training Dates (Pgs. 9-10)
- 2.) New Timesheets
- B. Discussion of the VCSBSA Board Meeting Schedule for the 2024-25 Year (Pg. 11)

#### C. Ventura County Schools Self-Funding Authority Update

The CBO will provide an update from VCSSFA.

- 1) Salus Consortium Call Services (**Pgs. 12-14**)
- 2) EverDriven Technologies, LLC Transportation Agreement (**Pgs. 15-30**)
- 3) Title IX Changes (Pgs. 31-33)

#### D. VCOE Staff Report(s)

- 1) Misty Key, Deputy Superintendent will be present to provide an update from VCOE Fiscal and Administrative Services.
- 2) Julie Judd, Chief Technology Officer, and Colleen Steed, Director of Data Management & Applications will be present to provide an update from VCOE Technology Services.

#### E. SPED Report

1) Mary Samples will be present to provide updates on SPED.

#### 3. Action Items

# A. Approval of Consent Agenda

Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

#### 1) Approval of Financial Statements (Pgs. 34-38)

The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the March 1, 2024 through March 31, 2024, Financial Statements.

# 2) Approval of Board Report of Commercial Checks (Pg. 39)

The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the March 1, 2024 through March 31, 2024, Board Report of Checks.

# 3) Approval of Board Report of Purchase Orders (Pg. 40)

The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on the March 1, 2024 through March 31, 2024, Board Reports.

#### 4) Approval of Classified Personnel Report (Pgs. 41-43)

The Chief Business Official recommends that the Board of Directors approve the Classified Personnel Actions as listed. Note: This report denotes action to be taken on Positions as well as Personnel changes.

Vote for items 3A.	1-4					
Motion:	Second:	Y	N	A		
B. New Business						
1) Review, Disc	cussion, and Approval o	f the VCSBSA	Fee Structur	re (Pg. 44)		
	isiness Official will presen					
discuss option	ons for changes to the fe	e structure to e	nsure financi	ial stability of	f VCSBSA and $\epsilon$	equity to the
Member Dist	ricts and Charter custome	ers.				
Motion:	Second:		Y	N	A	
2) Review, Disc	cussion, and Approval o	f the SISC Hea	lth Benefit P	Plans and Rat	tes for the Octob	er 2024-
September 2	025 Plan Year (Pgs. 45-	<b>58</b> )				
The Chief B	usiness Official will prese	ent the SISC hea	ılth benefit pl	ans and rates	for the October 2	.024-
September 2	025 plan year.					
Motion:	Second:		Y	N	A	

		ussion, and Acceptance y 1, 2024 (Pg. 59)	e of Peak Prep'	's Non-Renewal	of Service Agree	ment with VCSBSA
	Motion:	Second:	Y	N	A	
		the 2024-2025 VCSBSA siness Official recommer resented.	<u> </u>		oprove the 2024-20	025 VCSBSA holiday
	Motion:	Second:	Y	N	A	
4.	•	ng the Board may adjour overnment Code Section otential Case		Session to review	and consider the t	opics below:
5.	Future Agenda Item A. Suggested Agend					
	B. Future Board Mo May 31, 2024	eetings				

6. Adjournment



SPECIAL MEETING OF THE BOARD OF DIRECTORS
Ventura County Schools Business Services Authority
5100 Adolfo Road
Camarillo, CA 93012
805-383-1974



# OFFICIAL MINUTES Thursday, March 14, 2024 VCSBSA Conference Room 1:00 PM

4	OFFICIAL	ODENING	OF MEETING
1.	OFFICIAL	OPENING	OF WIEL INC

**A.** Call to Order: 1:07 p.m.

B. Roll Call

**Board:** 

President: Dr. Raul Ramirez, Mesa Union School District - PRESENT

Vice President: Dr. Marlene Batista, Mupu Elementary School District - ABSENT Clerk: Kari Skidmore, Santa Clara Elementary School District - PRESENT Member: Dr. Carlos Dominguez, Briggs Elementary School District - PRESENT

Member: Dr. Jesus Vaca, Somis Union School District - PRESENT

Alternate: Lindsay Winegar, Briggs Elementary School District

Alternate: Kim Kuklenski, Mesa Union School District

Alternate: Nicole Misewitch, Mupu Elementary School District Alternate: Deann Hobson, Santa Clara Elementary School District Alternate: Robert Fulkerson, Somis Union School District - PRESENT

VCSBSA Staff: Tami Peterson: Chief Business Official - PRESENT, Rudy Calasin: Director of

School Business - ABSENT, Leticia Olmos - PRESENT

#### C. Welcome Guests

The Board President welcomed Robert Fulkerson.

**D.** Emergency Additions to the Agenda: None

E. Approval of Agenda

Motion: Kari Skidmore Second: Dr. Jesus Vaca Y 4 N 0 A 1

# F. Approval of Minutes

The Chief Business Official recommends that the Board of Directors approve the September 8, 2023 minutes as presented.

Motion: <u>Dr. Carlos Dominguez</u> Second: <u>Kari Skidmore</u> Y 4 N 0 A 1



#### 2. Reports/Information/Discussion

#### A. Chief Business Official Report

The CBO shared with the Board that BSA continues to offer collaboration meetings to the Assistants at each of the districts and charters. The attendance continues to be close to 100%. The information shared with the Assistants at these meetings are extremely valuable and relationships are being built amongst each other. Every meeting is decorated with a different theme, this past meeting was decorated for Leap Year.

The CBO is completing the 2023-24 Second Interim Reports. She has one more to go next week for Mupu Elementary.

The CBO is in communication with Burnham on next year's health and welfare premium rates. Preliminary reports indicate a 4%-8% increase for Ventura County. The CBO will be attending a SISC meeting to explain the rationale rates explained by our SISC representative.

Dr. Ramirez is greatly appreciative on DTS annual rollover on the upcoming LCAP report, many fields are now pre-populated. He also appreciates the ongoing meetings with the County.

Dr. Vaca provided an LCAP update for Somis. He is working with James and Cynthia from VCOE to complete. There are more pre-populated fields and less fields to add.

Dr. Ramirez shared that Mesa Union uses Youth Truth for surveys, which aligns with the new statues. Parents, staff, and students in 3<sup>rd</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 8<sup>th</sup> grade take a survey.

Dr. Ramirez thanked Tami and BSA staff for updates shared with the sites.

# **B.** Ventura County School Self-Funding Authority Update

The CBO shared the preliminary premiums for Workers Comp anticipate a rebate recovery to all districts based on 22/23 staffing. Although, there's a rebate recovery in Worker Comp, Liability Claims will see an increase on premiums. CBO and Self-Funding Authority representatives traveled to Boston and Atlanta to meet with underwriters. With the \$750 property replacement cost, there is no need to do a re-evaluation, favorable with underwriters diversify portfolios. Underwriters were very pleased to make replacement cost and are proactive of appraisal plan be put in place.

The CBO shared VCSSFA Risk Management and Executive Committees are creating a Transportation board policy in which LEA employees driving an LEA vehicle more than 40 hours a year will need to pull a Motor Vehicle Record (MVR). Once transportation board policy is approved by the Executive Committee, the districts will need to update any union contract language to reflect new policy and take to their Board for approval.

#### C. VCOE Staff Report(s)

1) Misty Key, Deputy Superintendent will be present to provide an update from VCOE Fiscal and Administrative Services.

Misty Key was not in attendance.

2) Julie Judd, Chief Technology Officer, and Colleen Steed, Director of Data Management & Application will be present to provide an update from VCOE Technology.

Julie Judd was not in attendance.

Dr. Ramirez shared Mesa Union will be getting VOIP installation at site. He would like to talk to Dr. Dominguez on the implementation done at Briggs and would like to get his feedback.

# D. SPED Report

No Report.



#### 3. Action Items

#### A. Approval of Consent Agenda

Vote for items 3A. 1-4

Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

#### 1) Approval of Financial Statements

The Chief Business Official recommends that the Board of Directors approve the revenue and expenditures as listed on the December 1, 2023 through February 29, 2024, Financial Statements.

#### 2) Approval of Board Report of Commercial Checks

The Chief Business Official recommends that the Board of Directors approve the commercial payments as listed on the December 1, 2023 through February 29, 2024, Board Report of Checks.

#### 3) Approval of Board Report of Purchase Orders

The Chief Business Official recommends that the Board of Directors approve the purchase orders as listed on the December 1, 2023 through February 29, 2024, Board Reports.

#### 4) Approval of Classified Personnel Report

The Chief Business Official recommends that the Board of Directors approve the Classified Personnel Actions as listed. Note: This report denotes action to be taken on Positions as well as Personnel Changes.

Motion: Kari Skidmore Second: Dr. Jesus Vaca Y **B.** New Business 1) Review, Discussion, and Approval of the 2023-24 VCSBSA Second Interim Report Local agency governing boards are required to certify twice a year regarding their ability to meet their financial obligations for the remainder of the current fiscal year and the subsequent two fiscal years, in accordance with Education Code Section 42131. The Second Interim Report covers the financial and budgetary status for the period ending January 31, 2024. The Chief Business Official recommends approval. Motion: Dr. Carlos Dominguez Second: Kari Skidmore Y 4 N 0 A 2) Review, Discussion, and Approval of the VCSBSA Annual Financial Audit for the Fiscal Year Ending June 30, 2023 The Chief Business Official recommends that the Board of Directors approve the VCSBSA Annual Financial Audit for the Fiscal Year Ending June 30, 2023. The attached VCSBSA audit has been performed in accordance with the generally accepted auditing standards and the State Controller's Minimum Audit Requirement for California Special District. Motion: Kari Skidmore Second: Dr. Jesus Vaca Y 0 3) Review, Discussion, and Ratification of the Law Offices of Young, Minney & Corr, LLP Agreement for **Provision of Legal Services** 

The Chief Business Official recommends that the Board of Directors approve the ratification of the Law Offices

Page 3 | 5

of Young, Minney & Corr, LLP agreement for provision of legal services.

Motion: Kari Skidmore Second: Dr. Carlos Dominguez Y 4 N



4)	<b>Review, Discussion, and Ra</b> The Chief Business Official Office Solutions service and	recommends that the Board					_				
Mo	otion: <u>Dr. Carlos Dominguez</u>	Second: <u>Dr. Jesus Vaca</u>	Y	4	N	0	A	1			
5)	Review, Discussion, and Ap School The Chief Business Official with Peak Prep Pleasant Valle	recommends that the Board of									
Mo	otion: <u>Dr. Jesus Vaca</u>	Second: Kari Skidmore	Y	4	N	0	A	1			
6)	6) Review, Discussion, and Approval of the 2024-2025 Annual Contract with Architecture, Construction, and Engineering Charter High School (ACE)  The Chief Business Official recommends that the Board of Directors approve the 2024-2025 annual contract with Architecture, Construction, and Engineering Charter High School.										
Mo	otion: <u>Kari Skidmore</u>	Second: Dr. Carlos Domin	guez Y	4	N	0	A	1			
7)	Review, Discussion, and Ap The Chief Business Official with Bridges Charter School.	recommends that the Board of									
Mo	otion: <u>Dr. Jesus Vaca</u>	Second: Kari Skidmore	Y	4	N	0	A	1			
8)	Review, Discussion, and App Elementary School (MATE The Chief Business Official with Meadows Arts and Tech	S) recommends that the Board of						3.			
Mo	otion: <u>Dr. Carlos Dominguez</u>	Second: Dr. Jesus Vaca	Y	4	N	0	A	1			
9)	P) Review, Discussion, and Approval of the 2024-2025 Annual Contract with River Oaks Academy Charter School  The Chief Business Official recommends that the Board of Directors approve the 2024-2025 annual contract with River Oaks Academy Charter School.										
Mo	otion: <u>Dr. Jesus Vaca</u>	Second: Kari Skidmore	Y	4	N	0	A	1			
10)	Review, Discussion, and Ap The Chief Business Official with Valley Oak Charter.	proval of the 2024-2025 And recommends that the Board of									
Mo	otion: <u>Dr. Carlos Dominguez</u>	Second: Dr. Jesus Vaca	Y	4	N	0	A	1			
11)	Review, Discussion, and Ap Arts and Global Education The Chief Business Official with Ventura Charter School	recommends that the Board of	of Direct								
Mo	otion: <u>Kari Skidmore</u>	Second: Dr. Carlos Domin	guez Y_	4	N	0	A	1			



#### 12) Discussion of Potential Training with Melissa Hatch from Hatch & Cesario

The Chief Business Official was approached by Melissa Hatch from Hatch & Cesario to offer her services for any training(s) the small school districts may be interested in. Hatch & Cesario individualizes on the basis level of small school districts. CBO asked if the districts would be interested in a summer workshop.

Dr. Ramirez strongly supports and is open to a workshop with Melissa. He suggested if multiple workshops can be offered throughout the school year to different audiences including Administrators and staff support. The CBO will contact Melissa and ask if any of the following dates, August 7<sup>th</sup>, 8<sup>th</sup>, and 9<sup>th</sup> are available to host a workshop for the Administrators. Calendar invites for these dates will be sent by the Information and Logistics Coordinator as placeholders.

No action taken.

#### 4. Closed Session

- **A.** During this meeting, the Board may adjourn to Executive Session to review and consider the topics below:
  - 1) Labor Negotiations (Government Code Section 54957.6)

The Board of Directors went into closed session at 2:14 PM and returned from closed session at 2:36 PM.

#### Report of actions taken during closed session:

The President of the Board reported that the Board of Directors took action to approve and move forward with a 6% on-schedule salary increase retroactive to July 1, 2023 and a one-time 3% off-schedule salary adjustment. The 3% off-schedule percentage will be calculated from the annual base salary in effect as of March 14, 2024 which will include longevity (if applicable) and will not include any additional salary such as overtime, annual stipends, or any other assignments in addition to the regular position held. The employee must be employed as of March 14, 2024 to be eligible to receive the 3% off-schedule.

#### 5. Future Agenda Items

- A. Suggested Agenda Items
  - Workshop with Melissa Hatch
  - Health & Welfare Benefits
- B. Future Board Meetings April 26, 2024 May 31, 2024

**6. Adjournment**: 2:39 PM

#### **Tami Peterson**

From:

noreply@cde.ca.gov

Sent:

Wednesday, March 13, 2024 1:33 PM

To:

Tami Peterson

Subject:

Resource Management and Procurement Resources Spring Training 2024

Have you been phished today? Be sure that answer is NO. Be vigilant when responding to email. A friendly reminder from the VCOE TS department. <u>More info</u>

Dear Food Service Professionals:

The California Department of Education (CDE) Nutrition Services Division (NSD) is offering a series of 12 in-person training sessions which will cover aspects of resource management and procurement for School Nutrition Program operators.

# **Course Description**

The trainings will cover the following topics:

- Identification and documentation of allowable costs
- Internal controls assessment and best practices
- Time and effort documentation
- Nonprogram foods best practices
- Procurement principles and local purchasing

# **Target Audience**

The training is intended for Food Service Directors, Chief Financial Officers or Business Officers, and SFA procurement professionals.

# Registration

There is **no cost** to attend the trainings and school food authorities (SFA) can have up to three attendees per session. **Each attendee must register individually with a valid SFA email address.** Some locations have two one-day training courses, please pick the date that best suits your schedule. We ask that you only register for one session to allow space for other attendees.

Each training event has a limited number of spaces. Each registrant will receive an email confirming registration. The registration form will not allow any further submissions after the capacity has been reached. For assistance with online registration or if you are unable to attend and need to cancel, please contact <a href="mailto:snpcafefundquestions@cde.ca.gov">snpcafefundquestions@cde.ca.gov</a>. If possible, please provide your registration confirmation number when cancelling your registration.

# Registration Link and Event Schedule

To register for these events, please click the link and select the event you would like to attend in the drop-down menu: https://surveys3.cde.ca.gov/go/rmprsprtrainingreg2024.asp

April 22, 2024 – San Juan Unified School District Day 1

- April 23, 2024 San Juan Unified School District Day 2
- April 25, 2024 Santa Clara County Office of Education (COE)
- April 29, 2024 Monterrey Peninsula Unified School District
- May 1, 2024 Fresno Unified School District
- May 7, 2024 Oxnard Union High School District
- May 9, 2024 San Diego COE Day 1
- May 10, 2024 San Diego COE Day 2
- May 15, 2024 Corona Norco Unified School District
- May 16, 2024 Garden Grove Unified School District Day 1
- May 17, 2024 Garden Grove Unified School District Day 2
- May 21, 20204 Humboldt COE

All trainings will be held from 8 a.m. to 4:30 p.m. with a one-hour break for lunch (please note that lunch will **not** be provided). The registration link contains the full address for each training session.

If you have any other questions regarding this training, please contact the Resource Management Unit by email at <a href="mailto:snpcafefundquestions@cde.ca.gov">snpcafefundquestions@cde.ca.gov</a>.

Thank you.

#### **Nutrition Services Division**

California Department of Education

NSD Customer Service Survey | www.cde.ca.gov/ls/nu/nsdcs.asp

Web | www.cde.ca.gov/ls/nu/

Twitter | @CDENutrition

Course Catalog | www.cde.ca.gov/ls/nu/ed/cnpcoursecatalog.asp

You are receiving this message because your e-mail address is stored in the Child Nutrition Information and Payment System (CNIPS). Please note that you are required to keep your e-mail address up-to-date on your sponsor application in the CNIPS. The NSD sends notification e-mails to the two primary contacts your district/agency lists in the CNIPS. It is beneficial for your district/agency to list two separate e-mail addresses.

#### VCSBSA Board Meeting Calendar 2024-2025

Potential Mtg Dates	BSA Holidays
Melissa Hatch Summer Workshop Proposed August 7-9	CSBA AEC Conference Dec 5-7 (Sacramento)
ACSA Superintendents' Symposium Jan 29-31 (San Diego)	SSDA State Conference Apr 6-8 (Sacramento)
CASBO Conference Apr 14-17 (San Jose)	

												UZ4·	-202	ວ						
		Ju	ly 20	24				4	Augı	ust 2	024				S	epte	mbe	r <b>20</b> 2	24	
Su	Мо	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					
		Octo	ber	2024	ı			No	oven	nber	2024	4			D	ecei	nber	202	4	
Su	Мо	Tu	We	Th	Fr	Sa	Su	М	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
_	7	-	_	_		12	3	4	-		7					_		_		-
6	7	8	9	10	11 18		_	11	5 12	6	7	8	9	8	9	10	11	12	13	14
13	14 21	15 22	16 23	17 24	25	19 26	10	18	19	13 20	14 21	15 22	16 23	15 22	16 23	17 24	18 <b>25</b>	19 26	20 27	21 28
27	28	29	30	31	23	20	24	25	26	27	28	29	30	29	30	31		20		20
				000							2005				_			005		
Su			uary : We		Fr	Sa	Su	M		ary :		Fr	Sa	Su	Мо		ch 2 We		Fr	Sa
Su	IVIO	ıu	vve 1	2	3	<b>5a</b>	Su	IVI	ıu	we	Th	Fr	<b>5a</b>	Su	IVIO	Tu	we	Th	Fr	<b>5a</b>
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29
														30	31					
		Ap	ril 20	)25					Ma	y 202	25					Ju	ne 20	25		
Su	Мо	Tu	We	Th	Fr	Sa	Su	M	Tu	We	Th	Fr	Sa	Su	Мо	Tu	We	Th	Fr	Sa
-	7	1	2	3	4	5	4		-	7	1	2	3	1	2	3	4	5	6	7
13	14	15	9	10	11	12 19	11	5 12	13	14	8 15	9 16	10 17	8 15	9 16	10 17	11 18	12 19	13 20	14 21
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	29	30	31	29	30					

	USA Holidays and Observances									
04 Jul, 24	Independence Day	02 Sep, 24	Labor Day	14 Oct, 24	Columbus Day					
31 Oct, 24	Halloween	11 Nov, 24	Veterans Day	28 Nov, 24	Thanksgiving Day					
25 Dec, 24	Christmas	01 Jan, 25	New Year's Day	01 Jan, 25	New Year's Day Holiday					
20 Jan, 25	M L King Day	14 Feb, 25	Valentine's Day	17 Feb, 25	Presidents' Day					
18 Apr, 25	Good Friday	20 Apr, 25	Easter Sunday	11 May, 25	Mother's Day					
26 May, 25	Memorial Day	06 Jun, 25	National Donut Day	15 Jun, 25	Father's Day					

#### **Proposed Meeting Dates**

Friday, August 2, 2024
Friday, September 6, 2024
Friday, October 18, 2024
Friday, December 13, 2024
Friday, Leguage 24, 2025

Friday, January 24, 2025 Friday, March 14, 2025 (PINK DAY)

Friday, May 2, 2025 Friday, June 6, 2025



# **Consortium Call Services - Questions and Answers**

Consortium services include telephone consultation regarding school safety. The following is intended to assist Members with the scope of consortium call services.

- Q: What is a consortium call?
- A: A consortium call is the Member's opportunity to consult with Salus on matters of school safety, training, and campus culture.
- Q: Is the consortium call covered by the general consortium fee?
- A: Yes, Using the consortium call service is covered by the consortium fee.
- Q: What phone number(s) do I use to make a consortium call?
- A: Kevin Thompson (805) 377-2815 or Dan Shrubb (805) 248-3081
- Q: How many times a day or week can I call with safety related questions?
- A: There is no consortium call limit. Calls will be returned within 24 hours.
- Q: Who should be using this service?
- A: District Administrators and/or their designees
- Q: Who is consortium training available for?
- A: All campus supervisors and/or staff members who supervise students (see page 2).
- O: Does Salus provide additional training?
- A: Yes, Salus can provide training for classified, certificated, and administration. In addition, Salus can provide classroom presentations to students. Please note that these services are outside of the consortium with associated costs.



#### SCOPE OF WORK: CONSORTIUM TRAININGS

#### **Objective**

To conduct a series of comprehensive three-hour Campus Supervisor trainings on Effective Campus Supervision for the county-wide consortium. The training aims to enhance the skills and knowledge of Campus Supervisors in maintaining a safe and secure school environment. The format will be a roundtable discussion, fostering Member participation and encouraging questions throughout the presentation. **Each training is limited to 30 participants for maximum engagement and interaction.** 

The training sessions will be conducted in a roundtable format to facilitate open communication and collaboration among participants. Each session will last for three hours, providing an in-depth exploration of Effective Campus Supervision practices. The roundtable format ensures a dynamic and engaging learning experience for all participants.

The training content will cover key aspects of Effective Campus Supervision, including but not limited to:

- 1. Campus Supervisor Job Descriptions
  - a. Detailed overview of the roles and responsibilities of Campus Supervisors.
  - b. Discussion on best practices for fulfilling job duties effectively.
- 2. Training Summary with Key Points:
  - a. A comprehensive summary of the training content with emphasis on key takeaways.
  - b. Reference materials to reinforce important concepts discussed during training.
- 3. When to Call Law Enforcement:
  - a. Clear guidelines on situations that warrant contacting law enforcement.
  - b. Role-playing scenarios to enhance decision-making skills in critical situations.



In accordance with the terms of the consortium contract, it is expressly stated that any **Additional Services** are not included. Any such supplementary services shall be subject to separate negotiation and agreement between SALUS and the parties involved.

#### **Additional Services**

SALUS works within the three areas of *Facilities, Logistics and Systems,* and *Campus Culture* when supporting campus safety. Outside of the VCOE Consortium, SALUS can provide additional staff professional development and student classroom presentations. A sample list of services available to school districts outside of the consortium is listed below. Please reach out to SALUS with any questions or personalized training needs.

Audience	Service	Rate	
	Campus Supervisor Training: *limited to 30 participants per training	\$3,000 per training	
Staff: Professional	Campus Safety + Active Assailant	\$1,000 per training	
Development	Positive Behavioral Interventions and Supports (PBIS)	\$200 hourly rate	
	Site Safety Plan Review (SB1747)	\$200 hourly rate	
	Vaping & Drugs for Students	\$4,000 for 4 hours \$5,500 for 6 hours	
Students: Classroom	Campus Culture + Bullying Education	*each presentation is	
Presentations	Peer Influence & Social Media		

#### Questions:

You may contact Salus Campus Safety Solutions LLC as follows:

- info@salussafetysolutions.org
- Kevin Thompson (805) 377-2815 kevin@salussafetysolutions.org
- Dan Shrubb (805) 248-3081 daniel@salussafetysolutions.org

#### [insert LEA letterhead]

# TRANSPORTATION SERVICES AGREEMENT Transportation Network Drivers

This Transportation Services Agreement ("Agreement") is made and entered into this [insert Date] by and between [insert Local Educational Agency Name] (hereinafter referred to as "LEA") and EverDriven Technologies, LLC., a disregarded entity of Alternative Logistics Technologies Holdings, Inc., (hereinafter referred to as "Provider.") LEA and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

#### PROVIDER.

EverDriven Technologies, LLC.	877-225-7750
Provider	Telephone Number
5680 Greenwood Plaza Blvd., Suite 550S	888-252-4342
Street Address	Fax Number
Greenwood Village, CO 80111	contracts@everdriven.com
City, State, Zip code	E-mail Address
•	
84-4638561	Not Applicable
Tax Identification or Social Security Number	License Number (if applicable)

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

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

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

#### 2. HEALTH AND SAFETY REQUIREMENTS

In the furnishing of the transportation services under this Agreement, Provider agrees to comply with and observe all applicable provisions of the California Education Code, California Vehicle Code, California Code of Regulations, Federal Code of Regulations and all other applicable laws, rules, regulations, and public health orders as prescribed by the United States Government and the State Department of Public Health, County Department

3/25/2023 Page 15

of Public Health, Governor or other state and local agencies related to schools, student transportation and operations of Provider in providing pupil transportation, including school reopening plans adopted by the LEA. Provider will, without additional cost to the LEA, review, follow and implement safety and health measures as part of school reopening or operations planning, including, but not limited to, social distancing, masks for drivers and sanitization of buses and vehicles.

#### 3. NATURE OF RELATIONSHIP.

The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor of the LEA, and not as a partner, coventurer, agent, or employee of LEA, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of LEA or to bind the LEA in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and LEA, Provider shall have complete control over the manner and method of performing the Services.

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

#### 4. **NON-EXCLUSIVITY.**

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

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

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

#### 7. ROUTING AND SCHEDULING.

- a. Provider will provide transportation coordination services in accordance with Section 5, Services and the Statement of Work.
- 8. **TIME OF PERFORMANCE**. The term of this Agreement shall commence on \_\_\_\_\_\_.202\_, and terminate on June 30, 202\_. This Agreement may be extended by Amendment or a later signed writing but shall not automatically renew. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement, subject to direction of the LEA as to transportation services and vehicles needed, schedules and route changes, as well as closure interruption and the need for transportation services and vehicles.
- 9. **PAYMENT AND EXPENSES**. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Notwithstanding the foregoing or any provision in this Agreement, Provider shall only bill the LEA for transportation services actually delivered to and received by the LEA including actual driver services, actual costs incurred by Provider for those services and vehicles actually used and for the time used in conformance with LEA direction as to needed transportation services, and adjustments to routes, schedule and utilization as directed by the LEA.

Provider shall send LEA periodic statements indicating Provider's fees incurred and their basis and any current balance owed. The periodic statements shall itemize each date for which transportation services were provided, what services were provided, and d for what routes or periods, and charges reflective of actual use as authorized by the LEA. If no Provider's fees or costs are incurred for a particular time period, or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the LEA.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the LEA within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed and when they were provided. The LEA reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the LEA's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the LEA is disputed, the LEA shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice. As part of that process, the Provider shall furnish to LEA full and complete information on the basis for all charges during the period or for the billing in issue.

The rates set forth in "Schedule of Fees" are not set by law but have been negotiated between Provider and LEA.

Notwithstanding the foregoing, the LEA shall not be responsible for payment to Provider for payment for services which are not provided, for vehicles not used, for drivers, staff and routes not needed, for changed routes, overhead and for transportation services which are directed by the LEA to be removed in accordance with the provisions of this Agreement.

#### 10. ASSIGNMENT AND SUBCONTRACTORS.

- a. Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the LEA, which may be withheld by the LEA in its sole and absolute discretion. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and affect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the LEA, in its sole discretion, to terminate the Agreement.
- b. LEA acknowledges and accepts that Provider will use subcontractors in the performance of this Agreement.
- 11. **TERMINATION OR AMENDMENT**. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the LEA, become LEA property. The Provider shall be entitled to receive full compensation for any satisfactory work completed on such items prior to termination of the Agreement.

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

12. **NOTICE**. Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of

service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:

- a. Personal delivery;
- b. Overnight commercial courier;
- c. Certified or registered prepaid U.S. mail, return receipt requested; or
- d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3<sup>rd</sup>) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the LEA and the Provider as follows:

	EverDriven Technologies, LLC.
Local Educational Agency	Provider
Attn:	Attn: Contracts Department
Street	5680 Greenwood Plaza Blvd, Suite 550S Street
City, State, Zip Code	Greenwood Village, CO 80111 City, State, Zip Code
E-mail Address	contracts@everdriven.com E-mail Address
Telephone	877-225-7750 Telephone

- 13. **WARRANTY**. Provider hereby warrants to LEA that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. On written notice from LEA of any breach or failure to do so, Provider shall immediately act to rectify any performance shortfall and conform to the standards outlined in this Agreement.
- 14. **ADDITIONAL WORK**. If changes in the work seem merited by the Provider or the LEA, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the LEA in the following manner:
  - a. A letter outlining the changes shall be forwarded to the LEA by the Provider with a statement of estimated changes in fee and/or time schedule.
  - b. A written amendment to this Agreement shall be prepared by the LEA and executed by all of the parties before any performance of such services or the LEA shall not be required to pay for the increased cost incurred for the changes in the scope of work.

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

#### 15. **COMPLIANCE WITH LAWS**.

- a. In addition to Section 3 requirements, Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all applicable local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination.
- b. Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described. Licenses and documentation include:

	1)	Scl	nool Bus
			California Commercial Driver License,
			School Bus Endorsement,
			Passenger Endorsement,
			CDE T-01 Training Verification,
			Health Certificate.
	2)	Scl	nool Pupil Activity Bus (SPAB
			California Commercial Driver License
			Passenger Endorsement
			CDE T-01 Training Verification
			Health Certificate.
	3)	Tra	ansportation Network Vehicles
			California Driver License,
			Tuberculosis Clearance Certificate.
c.	reg	ulat	er shall be responsible for all costs of clean up and/or removal of spilled sed substances as a result of Provider's services or operations performed under greement, including, but not limited to:
		Ha	zardous and toxic substances,
		Ha	zardous waste,
		Un	iversal waste,
NO	ът.	DIO	

#### 16. 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, 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.

- 17. **STUDENT DAMAGE TO VEHICLES.** In the event of damage to vehicle(s) caused by LEA student shall file a claim with LEA. Provider shall be required to furnish to the LEA documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.
- 18. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless LEA, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, or any other loss, sustained or claimed to have been sustained arising out of the intentional acts and/or negligent activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the LEA, or loss or theft of such property, or damage to the Property done or caused by such persons. LEA assumes no responsibility whatsoever for any property placed on LEA premises by Provider, Provider's agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the LEA. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional acts and/or the negligence of the LEA or any of its governing board, officers, agents, employees and/or volunteers.

Indemnifying Party's obligations under this paragraph 18 shall not be limited by Provider's insurance requirements under the Agreement.

The provisions of this paragraph 18 shall survive the termination or expiration of the Agreement and remain in full force and effect.

- 19. **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:
  - a. <u>Commercial General Liability Insurance</u>. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

Each Occurrence	ce Aggregate
\$ 5,000,000	\$ 10,000,000

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

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance provides coverage to the LEA for the actions of the subcontractor and its employees. Provider's insurance would respond to Provider's legal liability arising out of the actions of the subcontractor and its employees.

b. <u>Automobile Liability</u>. Provider shall procure and maintain, during the full term of this Agreement, Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

All Vehicles:

11,000,000 combined single limit

c. <u>Workers' Compensation Insurance</u>. 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. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

d. <u>Other Coverage as Dictated by the LEA</u>. Provider shall procure and maintain, during the term of this Agreement, the following Other Insurance Coverage:

_	Each Victim	Aggregate		
Abuse and Molestation	\$ 5,000,000	\$5,000,000		

- e. Umbrella or Excess Policy. The Provider may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, additional insured endorsements, primary and non-contributory, additional insured, deductibles, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by LEA, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Provider's primary and excess liability policies are exhausted.
- f. If the Provider or Provider's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the LEA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the LEA.
- g. Provider's insurance is primary and will not seek contribution from any other insurance available to the LEA.
- h. <u>Certificates of Insurance</u>. Provider shall provide certificates of insurance to the LEA as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the LEA, and at any other time upon the request of the LEA. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the LEA on or before commencement of the services under this Agreement.

- i. <u>Endorsements</u>. Provider's Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; shall include the LEA, its governing board, officers, agents, employees, and/or volunteers as additional insureds by way of blanket endorsement. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the LEA.
  - 1) General Liability
    - ☐ Student Transportation Services: CG 20 26 10 01.
  - 2) Primary, Non-Contributory
    - □ CG 20 01 01 13
  - 3) Waiver of Subrogation
    - □ CG 24 04 05 09
  - 4) Commercial Automobile Liability
    - □ CA 20 48 10 13
- j. Provider's Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Self-Insured Retentions Any self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement has been declared to and approved by the Ventura County School Self-Funding Authority (VCSSFA). Provider shall be responsible to pay that deductible or self-insured retention and the LEA shall not be responsible to pay these costs
- 1. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.
- m. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the provider for claims made.
- n. The procuring of any required policy or policies of insurance shall not be construed to limit Provider's or subcontractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
- o. <u>Failure to Procure Insurance</u>. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the LEA may immediately terminate this Agreement.
- 20. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the LEA all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

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

- a. Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the LEA under this Agreement.
- b. Transportation Providers are required to comply with Education Code section 49406, Tuberculosis Risk Assessment requirements. Provider must cause to be on file with the LEA a certificate from the examining physician showing the Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.
- 21. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that LEA is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of LEA hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

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

#### 22. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 22, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

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

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice

initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The Arbitration shall be completed, and a decision rendered within ninety (90) days of the appointment of an Arbitrator.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. Any document demand and response shall conform to Code of Civil Procedure sections 2031.010 et seq. The deposition notice shall conform to Code of Civil Procedure sections 2025.020 et seq. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025.020 et seq. and 2031.010 et seq.

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

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

- 25. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.
- 26. **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.

- 27. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
- 28. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
- 29. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
- 30. **COUNTERPART EXECUTION.** 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.
- 31. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

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

	EverDriven Technologies, LLC.
Local Educational Agency	Provider
Signature	Signature
Name	Name
Title	Title
Street	5680 Greenwood Plaza Blvd, Suite 550S Street
City, State, Zip Code	Greenwood Village, CO 80111 City, State, Zip Code
City, State, Zip Code	contracts@everdriven.com
E-mail Address	E-mail Address 877-225-7750
Telephone	Telephone

### STATEMENT OF WORK

# **DESCRIPTION OF WORK:**

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

# **WORK SCHEDULE:**

As needed/requested by the LEA

#### SCHEDULE OF FEES

#### FEES:

Compensation for Services	\$
Other Expenses	\$
Total Amount not to Exceed	\$
Deposit	\$ N/A
Balance Due after Completion of Services	\$

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

Trip Items	Fees		
Trip Fee (includes first 12 miles)	\$87.50		
Per Mile Fee (after the first 12 miles)	\$2.60		
Additional Fees (as needed/requ	uested):		
Wheelchair Fee (per student)	\$45.00		
Car Seat/Safety Vest Fee (per student)	\$5.15		
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00		
Monitor Fee (per hour, 2-hour minimum)	\$30.00		
Ferry/Toll Fee	Market Fare		
No Show or Late Cancel	Full Price of Trip		

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

#### **PAYMENT SCHEDULE:**

Provider shall invoice the LEA for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Provider submits invoice to the LEA for the provision of the Services for the relevant week. Any payment not received by Provider within thirty (30) days of Provider submitting invoice to LEA shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Provider. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

#### **ADDITIONAL FEES:**

When the average gasoline price exceeds \$6.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$6.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$6.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website: https://www.eia.gov/dnav/pet/pet\_pri\_gnd\_dcus\_nus\_w.htm



# The Long-Anticipated Title IX Changes are Here

# Apr 19, 2024 | Legal Developments and News

On April 19, 2024, the U.S. Department of Education released final changes to Title IX of the Education Amendments of 1972 (the law that protects students, faculty, and staff from sex-based discrimination in education programs). These changes, effective on August 1, 2024, essentially roll back the prior Title IX reforms that went into effect in August 2020. The 2020 regulations required K-12 and higher educational institutions to revamp their policies and practices in addressing sexual harassment. Just as local educational agencies ("LEA") were streamlining their practices in accordance with those changes, the current administration has amended the regulations again.

# New, Expanded Definition of Sexual Harassment

Under the 2020 regulations, many forms of sex-based harassment were not considered to be Title IX violations. Two key changes under the new rule will now bring more types of prohibited conduct under Title IX jurisdiction.

Specifically, the 2024 final rule revises the definition of sexual harassment from conduct that is "severe, pervasive, and objectively offensive," to include all "unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit

from the recipient's education program or activity (i.e., creates a hostile environment)."

Additionally, current regulations do not require LEAs to address a sex-based hostile environment if the hostile environment results from sex-based harassment that happened *outside* of the LEA's education program or activity, or outside of the United States. However, under the 2024 final rule, LEAs are required to respond even when sex-based harassment contributing to the hostile environment occurred off campus or otherwise outside the LEA's education program or activity or outside the United Students.

# **Explicit Protection for LGBTQI+ Students and Employees**

The 2024 final rule explicitly includes protections against discrimination based on sexual orientation and gender identity, strengthening the rights of LGBTQI+ students and employees. Notably, the final rule does not include a proposal released a year ago that would prohibit blanket bans barring transgender students from participating in sports consistent with their gender identity. This proposed rule is still pending consideration.

# **Extended Pregnancy Discrimination Protection**

The updated rule includes language specifically preventing discrimination based on sex stereotypes and pregnancy, fortifying the requirements that LEA's provide reasonable accommodations to students and employees who are pregnant or have pregnancy-related conditions.

#### **Streamlined Grievance Process Requirements**

While the 2024 final rule expands the definition of sexual harassment, it eliminates many of the requirements that K-12 institutions had to implement when conducting investigations of claims of sexual harassment, including:

- that the parties be entitled to have "advisors" participate in the process;
- that the decision-maker be different from the Title IX Coordinator or investigator; and,
- that LEAs provide for a question/cross-examination process at the decisionmaking phase.

In short, under the 2024 final rule, LEAs have much more discretion to tailor Title IX policies based on their size, age of students, and administrative structures. LEAs may now opt to return to a single-investigator model, which allows an individual to serve as both the case decision-maker and Title IX investigator.

The new rule also eliminates some of the additional requirements for postsecondary schools including that the parties be entitled to a live hearing and cross-examination at the decision-making phase.

The new rule streamlines the process in many ways, but also imposes additional requirements on Title IX coordinators and school employees. For example, under the new rule, certain employees are required to notify the recipient's Title IX Coordinator of conduct that may constitute sex discrimination under Title IX.

# **What this Means for School Districts**

The new regulations are effective August 1, 2024. Therefore, LEAs have a little over three months to revise their policies once again. In addition, LEAs will need to retrain administrators, staff, and students on the updated regulation and policies.

DWK will be releasing more information and resources including an updated, comprehensive guide to K-12 Title IX compliance and training opportunities. Please contact us if you have questions about the new Title IX regulations.

Sea
-----

#### **Recent Posts**

The Long-Anticipated Title IX Changes are Here

April 19, 2024

U.S. Supreme Court Holds "Nollan/Dolan" Constitutional Test Applies to Legislatively Imposed Impact Fees

April 18, 2024

2023 Legislative and Case Law Highlights – K-12 School Districts

January 16, 2024

# **Categories**

Events (1)

Legal Developments and News (222)

Press Releases (14)

Publications (81)

Resources (5)

#### Fiscal13a **Financial Statement**

Fund 010 - Ge	eneral Fund				Fiscal Year 202	3/24 Through Mar	ch 2024
Object	Description	Adopted Budget	Revised Budget		Revenue	Balance	Rcv
Revenue Detail	I						
Other Local Reve	enue						
8660	Interest	20,000.00	61,466.00		17,571.57	43,894.43	28.
8677	Interagency Services Between L	2,390,474.00	2,659,719.00		1,338,279.86	1,321,439.14	50.
8699	All Other Local Revenue	2,000.00	6,086.00		283.52	5,802.48	4
	Total Other Local Revenue	2,412,474.00	2,727,271.00	-	1,356,134.95	1,371,136.05	49.
	Total Year To Date Revenues	2,412,474.00	2,727,271.00	-	1,356,134.95	1,371,136.05	49.
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	Us
-	•	Duuget	Daaget	Liicumbrance	Actual	Dalance	- 03
Expenditure De							
Classified Salarie							
2300	Class Supervisors & Administra	603,631.00	947,032.00		766,330.34	180,701.66	80
2310	Substitute - Mgmt	43,506.00	50,000.00		36,037.48	13,962.52	72
2400	Clerical and Office Salaries	808,783.00	506,081.00		428,406.72	77,674.28	84
2410	Substitute	5,000.00	5,000.00			5,000.00	
2450	Clerical and Office OverTime	10,000.00	10,000.00		3,723.44	6,276.56	37
	Total Classified Salaries	1,470,920.00	1,518,113.00	.00	1,234,497.98	283,615.02	81.
Employee Benefi	its						
3202	PERS, classified positions	249,880.00	254,022.00		213,092.93	40,929.07	83
3301	OASDI/Medicare/Alternative, ce	17.00	17.00		13.05	3.95	76
3302	OASDI/Medicare/Alternative, cl	21,254.00	21,292.00		17,393.34	3,898.66	81
3402	Health & Welfare Benefits, cla	224,163.00	197,691.00		138,954.38	58,736.62	70
3501	SUI, certificated positions	1.00	1.00		.45	.55	45
3502	SUI, classified positions	733.00	734.00		599.65	134.35	81
3601	Work Comp Ins, certificated po	22.00	22.00		16.29	5.71	74
3602	Work Comp Ins, classified posi	26,623.00	27,478.00		22,344.31	5,133.69	81
3902	Other Benefits, classified pos	855.00	941.00		684.00	257.00	72
	Total Employee Benefits	523,548.00	502,198.00	.00	393,098.40	109,099.60	78
Books and Suppl	lies						
4300	Materials and Supplies	25,500.00	26,078.00	2,013.61	15,647.35	8,417.04	60
4310	Fuel	3,000.00	3,500.00	78.73	1,998.00	1,423.27	57
4400	Non-Capitalized Equipment	10,000.00	23,000.00	30,463.58	3,211.07	10,674.65-	13
	Total Books and Supplies	38,500.00	52,578.00	32,555.92	20,856.42	834.34-	39
Services and Oth	ner Operating Expenditures	,	,	,	,		
5200	Travel and Conferences	3,000.00	3,000.00		1,657.34	1,342.66	55

Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 9, Stmt Option? = R, Selection Zero Amounts? = N, SACS? = N, Restricted? = Y)

P ERP for California Page 1 of 5

#### **Financial Statement**

Fund 010 - General Fund Fiscal Year 2023/24 Through March 2024							ch 2024
Object	Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Balance	% Used
Expenditure De	etail (continued)						
Services and Oth	ner Operating Expenditures (continued)						
5220	Travel and Conference	15,000.00	20,000.00	1,700.00	13,119.26	5,180.74	65.60
5300	Dues and Memberships	7,500.00	7,500.00		7,238.35	261.65	96.51
5450	Other Insurance	6,000.00	10,240.00		10,240.00		100.00
5600	Rentals,Leases,Repairs & Nonca	37,535.00	39,035.00	2,076.91	33,841.02	3,117.07	86.69
5800	Professnl/Consult Serv & Opera	55,400.00	80,400.00	12,557.37	45,786.32	22,056.31	56.95
5801	Audit	8,505.00	10,500.00	6,075.00	11,838.00	7,413.00-	112.74
5804	Employment Fees	500.00	500.00	70.00		430.00	
5899	Legal Fees	2,500.00	2,500.00			2,500.00	
5901	Phone Services	8,875.00	8,875.00	216.57	1,339.89	7,318.54	15.10
5903	Postage	8,000.00	8,000.00	1,175.63	4,667.02	2,157.35	58.34
	Total Services and Other Operating Expenditures	152,815.00	190,550.00	23,871.48	129,727.20	36,951.32	68.08
	Total Year To Date Expenditures	2,185,783.00	2,263,439.00	56,427.40	1,778,180.00	428,831.60	78.56

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 9, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

ERP for California

#### **Financial Statement**

Fund 010 - General Fund				Fiscal Year 202	3/24 Through Mai	rch 2024
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
<ul><li>A. Revenues</li><li>B. Expenditures</li></ul>	2,412,474.00 2,185,783.00	2,727,271.00 2,263,439.00	56,427.40	1,356,134.95 1,778,180.00	1,371,136.05 428,831.60	49.72 78.56
<ul><li>C. Subtotal (Revenue LESS Expense)</li><li>D. Other Financing Sources and Uses</li><li>Sources</li><li>LESS Uses</li></ul>	226,691.00	463,832.00		422,045.05-	942,304.45	
E. Net Change in Fund Balance	226,691.00	463,832.00		422,045.05-	942,304.45	
F. Fund Balance: Beginning Balance (9791) Audit Adjustments (9793) Other Restatements (9795)	2,401,285.00	2,550,565.00		2,550,565.23		
Adjusted Beginning Balance	2,401,285.00	2,550,565.00		2,550,565.23		_
G. Calculated Ending Balance *Components of Ending Fund Balance Legally Restricted (9740) Other Designations (9780)	2,627,976.00	3,014,397.00		2,128,520.18		
Undesig/Unapprop (9790) Other	2,627,976.00	3,014,397.00		56,427.40		

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 9, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

ERP for California

#### Fiscal13a

#### **Financial Statement**

Fund 401 - Sp	ecial Reserve Capi	Fiscal Year 20	023/24 Through Ma	rch 2024			
Object	Description		Adopted Budget	Revised Budget	Revenue	Balance	% Rcvd
Revenue Detail	I						
Other Local Reve	enue						
8660	Interest		650.00	1,015.00	338.20	676.80	33.32
		Total Other Local Revenue	650.00	1,015.00	338.20	676.80	33.32
		Total Year To Date Revenues	650.00	1,015.00	338.20	676.80	33.32

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 9, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

ERP for California

#### **Financial Statement**

Fund 401 - Special Reserve Capital Outlay				Fiscal Year 2023/	24 Through Mai	rch 2024
Description	Adopted Budget	Revised Budget	Encumbrance	Actual	Budget Balance	% of Budget
Revenues, Expenditures, and Changes in Fund Balance						
A. Revenues B. Expenditures	650.00	1,015.00		338.20	676.80	33.32
C. Subtotal (Revenue LESS Expense) D. Other Financing Sources and Uses Sources LESS Uses	650.00	1,015.00		338.20	676.80	
E. Net Change in Fund Balance	650.00	1,015.00		338.20	676.80	
F. Fund Balance:  Beginning Balance (9791)  Audit Adjustments (9793)  Other Restatements (9795)	37,280.00	37,751.00		37,750.75		
Adjusted Beginning Balance	37,280.00	37,751.00		37,750.75		
G. Calculated Ending Balance  *Components of Ending Fund Balance  Legally Restricted (9740)  Other Designations (9780)	37,930.00	38,766.00		38,088.95		
Undesig/Unapprop (9790) Other	37,930.00	38,766.00				

Selection Grouped by Account Type - Sorted by Org, Fund, Object, Filtered by (Org = 800, Starting Period = 1, Ending Account Period = 9, Stmt Option? = R, Zero Amounts? = N, SACS? = N, Restricted? = Y)

ERP for California

#### **Board Report**

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5080803133	03/01/2024	ODP BUSINESS SOLUTIONS LLC	010-4300		377.38
5080803134	03/01/2024	SHRED-IT, c/o STERICYCLE, INC	010-5800		129.91
5080803135	03/05/2024	AMAZON CAPITAL SERVICES	010-4300		75.88
5080803136	03/08/2024	AMAZON CAPITAL SERVICES	010-4300		242.79
5080803137	03/08/2024	BKM OFFICE ENVIRONMENTS	010-5800		1,340.43
5080803138	03/08/2024	COLBI TECHNOLOGIES, INC	010-5800		1,265.00
5080803139	03/14/2024	CORODATA	010-5800		66.20
5080803140	03/14/2024	SCHOOL SERVICES OF CALIF, INC	010-5220		825.00
5080803141	03/14/2024	U.S. BANK	010-4300	594.07	
			010-4310	89.26	683.33
5080803142	03/14/2024	CliftonLarsonAllen LLP	010-5801		2,430.00
5080803143	03/14/2024	DE LAGE LANDEN FINANCIAL SERV	010-5600		311.58
5080803144	03/15/2024	CliftonLarsonAllen LLP	010-5801		2,929.50
5080803145	03/20/2024	AMAZON CAPITAL SERVICES	010-4300		495.57
5080803146	03/20/2024	ODP BUSINESS SOLUTIONS LLC	010-4300		872.58
5080803147	03/28/2024	VERIZON WIRELESS	010-4300	3.49	
			010-5901	48.53	52.02
VCH800000025	03/01/2024	TAX DEFERRED SERVICES	010-9539		9,200.00
VCH800000026	03/08/2024	Olmos, Leticia	010-4300		13.55
VCH800000027	03/15/2024	Olmos, Leticia	010-4300		22.18
VCH800000028	03/22/2024	SELF-INSURED SCHOOLS OF CALIF	010-9534	19,855.00	
			010-9537	3,530.10	
			010-9539	214.50	23,599.60
VCH800000029	03/22/2024	Olmos, Leticia	010-4300		46.24
VCH800000030	03/29/2024	Calasin, Rudolph M	010-5200	355.77	
			010-5220	985.94	1,341.71
VCH800000031	03/29/2024	Rhode, Isabelle	010-5220		937.92
VCH800000032	03/29/2024	TAX DEFERRED SERVICES	010-9539		9,200.00
		Total Number of Checks	. 23		56,458.37

#### **Fund Recap**

Fund	Description	Check Count	Expensed Amount
010	General Fund	23	56,458.37
	Total Number of Checks	23	56,458.37
	Less Unpaid Tax Liability		.00
	Net (Check Amount)		56,458.37

ERP for California

#### ReqPay11d

#### **Board Report with Object and Resource**

Includes Purchase Orders dated 03/01/2024 - 03/31/2024										
PO Number	Vendor Name	Order Location	Object Description	Resource Description		Account Amount				
P8024-00062	AMAZON CAPITAL SERVICES	BUSINESS SER	Mat'ls/Sup	Unrestrict		58.74				
P8024-00063	AMAZON CAPITAL SERVICES	<b>BUSINESS SER</b>	Mat'ls/Sup	Unrestrict		17.14				
P8024-00064	AMAZON CAPITAL SERVICES	BUSINESS SER	Mat'ls/Sup	Unrestrict		188.45				
P8024-00065	COLBI TECHNOLOGIES, INC	BUSINESS SER	Prof Svc	Unrestrict		1,265.00				
P8024-00066	BKM OFFICE ENVIRONMENTS	<b>BUSINESS SER</b>	NonCapEqui	Unrestrict		23,599.09				
			Prof Svc	Unrestrict		2,815.31				
P8024-00067	AMAZON CAPITAL SERVICES	BUSINESS SER	Mat'ls/Sup	Unrestrict		54.34				
P8024-00068	COMPUWAVE	BUSINESS SER	NonCapEqui	Unrestrict		6,812.49				
P8024-00070	AMAZON CAPITAL SERVICES	<b>BUSINESS SER</b>	Mat'ls/Sup	Unrestrict		248.91				
P8024-00071	AMAZON CAPITAL SERVICES	<b>BUSINESS SER</b>	Mat'ls/Sup	Unrestrict		246.66				
		Total Number of	POs	9	Total	35,306.13				

#### **Fund Recap**

Fund	Description	PO Count	Amount
010	General Fund	10	35,306.13

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ERP for California

Page 1 of 1



5100 Adolfo Road Camarillo, CA 93012 805.383.1974 www.vcsbsa.org

#### **BOARD AGENDAITEM**

To: VCSBSA Board of Directors

From: Tami Peterson, Chief Business

Official Date: April 26, 2024

Re: CLASSIFIED PERSONNEL REPORT

#### **DESCRIPTION/DETAILS:**

Chief Business Official recommends the Board approve the following personnel actions as presented:

#### **Employee Personnel Action:**

Employee	Action	Salary Schedule	Effective Date
Benny Martinez	Ratification of rate update on Director-Extra Help to reflect salary schedule increase.	DIR/206/5	04/01/2024
Leticia Cousino	Ratification of hiring to the position of Account Assistant III	02/119/3	04/08/2024

ITEM PROPOSED FOR: Approval

# VCSBSA CLASSIFIED ADD-ON Position Authorization Request Form (PAR)



District	t/Charter: VCSBSA -800
1.	Employee Name: Benny Martinez
2.	Board Action: Add Change Delete
3.	Type of Add-On: Additional Duty Substitute
4.	Other:
Add-O	n: Use for additional duty separate from position
1.	
	(Board approved extra duty description)
<ol> <li>3.</li> </ol>	Add-On Effective Date: 04/01/2024 Ending Date: \$76.86  Salary Schedule: Monthly/Daily/ Hourly Rate: \$76.86
4.	Budget Amount:\$
5.	Add-On Payroll Terms: Monthly Daily Hourly
6.	010-2310-0000-0-7110-7200-000-0000-0 Funding Accounts:
7.	Comments/LCAP Goal/Action: Updated rate to reflect salary schedule increase.
Superi	ntendent /Director's Signature: Date: 4/8/2024
Date o	f Board Approval:

#### VCSBSA CLASSIFIED POSITION



Position Authorization Request Form (PAR)

District	Charter: VCSBSA -8	00		▼	-	BSA Office Use H&W:
1.	Employee Name: Letic	cia Cousino				
2.	Board Action:	Add	Change	Delete		
3.	Reason for Action:	New Hire	Termination	n 🗌 Retired 🔲 I	LOA 🔲 Re	eturn LOA
		Reassigned	Step Chang	ge Other:		
Positio	n: Use this section for al	l requests for pos	sitions			
1.	Position Title: Accou	nt Assistant	111			
	(If new	position title, at	tach a copy of I	Board approved jo		
2.	Position #: 11			Authorized FTI	E:	
3.	Position Effective Date	:.04/08/2024	<del></del>	Ending Date:		
4.	Pay Status: Equaliz	ed or 🗌 Hourly				
5.	Calendar: CL12			Number of con	tract days:	
	☐ Hourly: Number of	hours per day		Number of hou	rs per year	:
6.	Salary Schedule:	19/3 (Schedule/Step)		Hourly/ Month	ly Rate: \$	\$ 33.93
7.	Budget Amount:\$		-			
8.	Funding Accounts: 010	0-2400-0000-0	)-7110-7200-	000-000-0000-	-0	
9.	Comments/LCAP Goa	1/Action:	100			
Superi	ntendent/Director's Sign	ature:	ry (Fell	W)_	Date:	
Date o	f Board Approved:					

# Ventura County Schools Business Services Authority 2024-25 Proposed Fee Schedule No Increase to Districts April, 2024

NON-MEMBER-SPONSORED CHARTERS (Fees based on 6.75% of Charter ADA-driven revenues, plus governmental grants)	Projected 2024/25 Fees**	Projected 2023/24 Fees**	(	INCREASE/ DECREASE) FROM PRIOR YEAR	PERCENTAGE INCREASE/ (DECREASE) FROM PRIOR YEAR
ACE	\$ 242,549.00	\$ 252,177.00	\$	(9,628.00)	
BRIDGES	\$ 327,424.00	\$ 333,338.00	\$	(5,914.00)	-1.77%
MATES	\$ 361,803.00	\$ 365,410.00	\$	(3,607.00)	-0.99%
PEAK PREP	\$ -	\$ 432,755.00	\$	(432,755.00)	-100.00%
RIVER OAKS	\$ 312,444.00	\$ 364,720.00	\$	(52,276.00)	-14.33%
VENTURA CHARTER	\$ 365,199.00	\$ 390,681.00	\$	(25,482.00)	-6.52%
VALLEY OAK CHARTER	\$ 43,634.00	\$ 40,844.00	\$	2,790.00	6.83%
TOTAL CHARTER FEES	\$ 1,653,053.00	\$ 2,179,925.00	\$	(526,872.00)	-24.17%

<sup>\*\*</sup>Applicable Revenue based on ADA-driven revenue and governmental grants (total revenue less local, exc. AB602); based upon 2023-24 Second Interim Projections

					PERCENTAGE
				INCREASE/	INCREASE/
MEMBER DISTRICTS (2019/20 Fees Based	Projected	Projected	(I	DECREASE) FROM	(DECREASE) FROM
on 2015/16 Levied Fees)	2024/25 Fees**	2023/24 Fees**		PRIOR YEAR	PRIOR YEAR
BRIGGS	\$ 110,307.00	\$ 110,307.00	\$	-	0.00%
MESA	\$ 123,087.00	\$ 123,087.00	\$	-	0.00%
MUPU	\$ 32,400.00	\$ 32,400.00	\$	-	0.00%
SANTA CLARA	\$ 32,400.00	\$ 32,400.00	\$	-	0.00%
SOMIS	\$ 46,600.00	\$ 46,600.00	\$	-	0.00%
TOTAL DISTRICT FEES	\$ 344,794.00	\$ 344,794.00	\$	-	0.00%

	2024/25 Projections	2023/24 Projections	([	INCREASE/ DECREASE) FROM PRIOR YEAR	PERCENTAGE INCREASE/ (DECREASE) FROM
BSA Projected Misc Revenue	\$ 198,466	\$ 202,552	\$	(4,086)	-2.02%
BSA Total Projected Revenue	\$ 2,196,313	\$ 2,727,271	\$	(530,958)	-19.47%
BSA Total Projected Expenditures	\$ 2,367,096	\$ 2,263,439	\$	103,657	4.58%
BSA Total Projected Surplus	\$ (170,783)	\$ 463,832	\$	(634,615)	-136.82%



5100 Adolfo Road Camarillo, CA 93012 Ph: 805.383.1974 www.vcsbsa.org

#### Board Agenda Item

To: VCSBSA Board of Directors

From: Tami Peterson, Chief Business Official

Date: April 26, 2024

Re: DISCUSSION/APPROVAL – SISC HEALTH BENEFIT RATES AND PLANS FOR THE OCTOBER 2024 PLAN YEAR

#### **BACKGROUND:**

VCSBSA, their member Districts, and Charter customers contract with Self-Insured Schools of California (SISC) for health benefits. SISC is a Joint Powers Authority administered by the Kern County Superintendent of Schools. Annually BSA staff meet with SISC to obtain rates and plan changes for the upcoming plan year effective October 1. Historically, these changes are presented to the BSA Health Benefits Committee for review. The committee's recommendations are then presented to the BSA Board for review and approval. The rate changes were presented to the Health Benefits Committee on April 16, 2024.

#### **DESCRIPTION/DETAILS:**

On March 26, 2024, the Chief Business Official was notified that SISC had released the rates for the October 2024 Plan Year. The VSP Plan and Delta Dental Health Benefits remain unchanged. The range of increases of Anthem PPO plans is +2.47% to 5.51% and Kaiser HMO rates increased 5.21%.

#### **RATE CHANGES:**

Medical plan rates are being increased by 2.5% to 5.5%. Dental and vision rates remain unchanged. Please see the attached for more detail.

Retiree rates have been released as well. Plan rates for Retirees over the age of 65-Single and 2-Party remain unchanged and Retirees over the age of 65-Family are being increased by 9.7% to 14.36%. Plan rates for Retirees under 65 are being increased by 2.5% to 8.81%. Dental and vision rates remain unchanged.

#### **RECOMMENDATIONS:**

The Chief Business Official recommends approval of the increase in the health and welfare rates along with an increase in the soft cap for BSA reflecting 50% of the increase in the 80% G plan across all tiers. Please see attached.

It is the recommendation that the Board adopt and approve the Committee's recommendation to move from the 2-Tier HSA \$5000 to the 2-Tier MEC \$9000. This change will reduce the WABE cost and will save the LEA's a cost of \$82.00 per WABE enrollee per month.

**ITEM PROPOSED FOR:** Approval



October 1, 2024
Renewal Presentation

#### **Presented on:**

April 16, 2024

#### Presented by:

Maggie Lepore, Vice President Laurine Wood, Sr. Client Manager Danny Rodriguez, Client Manager



#### SISC Renewal Background 2024

SISC is a public entity coalition of over **470** California school districts joined together to reduce costs and spread risk over a large population...Schools Helping Schools. SISC provides medical plans to more than **402,000** California school employees and their family members. SISC is run in the best interests of their membership.

Their focus is the value they provide our members - not perks, politics or profits. Almost every dollar they collect goes to pay directly for healthcare services.



#### SISC Renewal Background 2024



#### **Renewal Rate Factors**

In developing the rates needed to fund the program, SISC considered several factors.

#### Some of these factors included:

- Price Inflation
- Utilization
- New Treatments and Therapies
- Government Mandated Benefits

#### SISC Renewal Background 2024



#### **Example**

Gene therapy treats or prevents diseases by modifying or replacing defective genes in a person's cells. It involves introducing genetic material into a patient's cells to correct a genetic mutation, supplement missing or defective genes, or to enhance the body's ability to fight disease. It can be extraordinarily expensive due to the complex technology and research involved.

SISC recently had two significant claims for gene therapy that totalled more than 6.7 million dollars.

Initially, many gene therapies have been developed to target rare genetic disorders. As the field of gene therapy advances, researchers are exploring its potential for treating more common conditions like certain types of cancer, cardiovascular diseases and neurological disorders.

#### 7-Year Rate History October 1, 2024

Medical									
		Oct-18	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23	Oct-24	Average
	Renewal Increase	1.19%	4.42%	2.26%	1.02%	5.70%	9.70%	4.96%	4.18%
PPO 100% D	Composite Rate	\$1,458.00	\$1,512.00	\$1,547.00	\$1,581.00	\$1,665.00	\$1,826.00	\$1,917.00	
PPO 90% G	Composite Rate	\$1,340.00	\$1,402.00	\$1,435.00	\$1,472.00	\$1,549.00	\$1,698.00	\$1,782.00	
PPO 80% G	Composite Rate	\$1,247.00	\$1,294.00	\$1,323.00	\$1,354.00	\$1,422.00	\$1,558.00	\$1,634.00	
PPO 80% L	Composite Rate	\$1,061.00	\$1,103.00	\$1,128.00	\$1,156.00	\$1,212.00	\$1,324.00	\$1,397.00	
Kaiser	Composite Rate	\$1,227.00	\$1,273.00	\$1,289.00	\$1,290.00	\$1,382.00	\$1,517.00	\$1,596.00	
HSA 5000	Composite Rate	\$875.00	\$885.00	\$932.00	\$954.00	\$1,002.00	\$1,091.00	\$1,118.00	
2-Tier HSA \$5000	Employee	\$561.00	\$578.00	\$591.00	\$605.00	\$635.00	\$674.00	\$702.00	
2-Tier HSA \$5000	Family	\$874.00	\$901.00	\$920.00	\$942.00	\$990.00	\$1,067.00	\$1,112.00	
Dental									
		Oct-18	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23	Oct-24	Average
	Renewal Increase	0.00%	0.00%	-2.82%	0.00%	0.00%	-1.21%	0.00%	-0.58%
<b>Delta Dental</b>	Composite Rate	\$85.00	\$85.00	\$82.60	\$82.60	\$82.60	\$81.60	\$81.60	
Vision									
		Oct-18	Oct-19	Oct-20	Oct-21	Oct-22	Oct-23	Oct-24	Average
	Renewal Increase	0.00%	0.00%	25.85%	0.00%	0.00%	-2.16%	0.00%	3.38%
VSP Vision	Composite Rate	\$14.70	\$14.70	\$18.50	\$18.50	\$18.50	\$18.10	\$18.10	-

## **Enrollment by Plan** *Excluding Peak and BSA* **October 1, 2024**

Medical					
PPO 100% D	30	12%			
PPO 90% G	22	9%			
PPO 80% G	31	12%			
PPO 80% L	40	16%			
HSA \$5,000	11	4%			
Kaiser	78	30%			
2-Tier HSA \$5,000	5	2%			
WABE	40	16%			
Dental & Vision					
Dental PPO	212				
Vision	212				

NOTE: Employee counts provided by SISC underwriting 3/2024

#### SISC Anthem Medical Plan Options Composite Rates RX \$9/\$35 October 1, 2024

100% PPO Options	PPO 100 A 10	PPO 100 A 20	PPO 100 B	PPO 100 C	PPO 100 D	PPO 100 G
Deductible (ind / fam)	\$0	\$0	\$100 / \$300	\$200 / \$400	\$300 / \$600	\$500 / \$1,000
Out of pocket max (ind / fam)	\$1,000 / \$3,000	\$1,000 / \$3,000	\$1,000 / \$3,000	\$1,000 / \$3,000	\$1,000 / \$3,000	\$1,000 / \$3,000
Office visit copay	\$10	\$20	\$20	\$20	\$20	\$20
Inpatient hospitalization	ded, 0%					
Prescription drugs <sup>1</sup>	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35
Composite	\$2,087	\$2,007	\$1,972	\$1,954	\$1,917	\$1,876

90% PPO Options	PPO 90 A	PPO 90 C	PPO 90 G
Deductible (ind / fam)	\$100 / \$300	\$200 / \$500	\$500 / \$1,000
Out of pocket max (ind / fam)	\$1,000 / \$3,000	\$1,000 / \$3,000	\$1,000 / \$3,000
Office visit copay	\$20	\$20	\$20
Inpatient hospitalization	ded, 10%	ded, 10%	ded, 10%
Prescription drugs <sup>1</sup>	\$9 / \$35	\$9 / \$35	\$9 / \$35
Composite	\$1,907	\$1,856	\$1,782

80% PPO Options	PPO 80 C	PPO 80 E	PPO 80 G \$20	PPO 80 G \$30	PPO 80 J	PPO 80 K	PPO 80 L	PPO 80 M
Deductible (ind / fam)	\$200 / \$500	\$300 / \$600	\$500 / \$1,000	\$500 / \$1,000	\$750 / \$1,500	\$1,000 / \$2,000	\$2,000 / \$4,000	\$3,000 / \$6,000
Out of pocket max (ind / fam)	\$1,000 / \$3,000	\$1,000 / \$3,000	\$2,000 / \$4,000	\$2,000 / \$4,000	\$3,000 / \$6,000	\$3,000 / \$6,000	\$4,000 / \$8,000	\$4,000 / \$8,000
Office visit copay	\$20	\$20	\$20	\$30	\$30	\$30	\$30	\$40
Inpatient hospitalization	ded, 20%	ded, 20%						
Prescription drugs <sup>1</sup>	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$9 / \$35	\$200 ded, \$10 / \$35	\$9 / \$35
Composite	\$1,786	\$1,733	\$1,634	\$1,617	\$1,575	\$1,554	\$1,397	\$1,285

HSA Options	HSA 1500 HSA 1700	HSA 3000 HSA 3400	Minumum Value HSA 5000	MEC 9000
Deductible (ind / fam)	\$1,700 / \$3,400	\$3,400 / \$6,800	\$5,000 / \$10,000	\$9,000 / \$18,000
Out of pocket max (ind / fam)	\$3,400 / \$6,0800	\$6,000 / \$12,000	\$6,350 / \$12,700	\$9,000 / \$18,000
Office visit copay	ded, 10%	ded, 10%	ded, 30%	ded, 0%
Inpatient hospitalization	ded, 10%	ded, 10%	ded, 30%	ded, 0%
Prescription drugs	ded, \$9 / \$35	ded, \$9 / \$35	ded, \$9 / \$35	ded, \$0 / \$0
Composite	\$1,415	\$1,226	\$1,118	\$989

2 Tier HSA 5000 <sup>2</sup>	2 Tier MEC 9000 <sup>2</sup>
2 Her HSA 5000	2 Her MEC 9000
\$5,000 / \$10,000	\$9,000 / \$18,000
\$6,350 / \$12,700	\$9,000 / \$18,000
ded, 30%	ded, 0%
ded, 30%	ded, 0%
ded, \$9 / \$35	ded, \$0 / \$0
\$702	\$620
\$1,112	\$981

Employee Only Emp + Child(ren)

### **SISC Kaiser Medical Plan Options** *Composite Rates* **October 1, 2024**

Traditional HMO Plans	\$0 OV, \$5 RX	\$10 OV, \$10 RX	\$20 OV, \$10-\$20 RX	\$30 OV, \$10-\$30 RX
Deductible (ind / fam)	\$0	\$0	\$0	\$0
Out of pocket max (ind / fam)	\$1,500 / \$3,000	\$1,500 / \$3,000	\$1,500 / \$3,000	\$1,500 / \$3,000
Office visit copay	\$0	\$10	\$20	\$30
Inpatient hospitalization	\$0	\$0	\$0	\$0
Prescription drugs <sup>1</sup>	\$5 / \$5	\$10/\$10	\$10 / \$20	\$10 / \$30
Composite	\$1,666	\$1,596	\$1,561	\$1,534

DHMO Plans	DHMO 500	DHMO 1000
Deductible (ind / fam)	\$500 / \$1,000	\$1,000 / \$2,000
Out of pocket max (ind / fam)	\$3,000 / \$6,000	\$3,000 / \$6,000
Office visit copay	\$20	\$20
Inpatient hospitalization	ded, 10%	ded, 20%
Prescription drugs <sup>1</sup>	\$10 / \$30	\$10 / \$30
Composite	\$1,484	\$1,390

HSA Options	HSA 1700	HSA 3400
Deductible (ind / fam)	\$1,700 / \$3,400	\$3,400 / \$6,800
Out of pocket max (ind / fam)	\$3,400 / \$6,800	\$6,000 / \$12,000
Office visit copay	ded, 10%	ded, 20%
Inpatient hospitalization	ded, 10%	ded, 20%
Prescription drugs	ded, \$10 / \$30	ded, \$10 / \$30
Composite	\$1,230	\$1,064

### **HSA-MEC & WABE** *excluding Peak and BSA* **October 1, 2024**

				Alternative
		CURRENT 2023-2024	RENEWAL 2024-2025	RENEWAL w/WABE alt 2024-2025
Combined 10thly premium		\$35,587	\$37,066	\$32,736
Combined annual premium		\$355,872	\$370,656	\$327,360
Annual relationship to current \$		\$555,67 <i>E</i>	\$14,784	(\$28,512)
•			<b>4.15</b> %	-8.0%
Annual relationship to current %			4.15%	
Annual relationship to renewal \$				(\$43,296)
Annual relationship to renewal %				-11.7%
Total medical enrollment	44	2 T' II	ICA ÉTODO	
Medical Plan - HSA			ISA \$5000	2-Tier MEC \$9000
Deductible (individual / family)		. ,	/\$10,000	\$9,000 / \$18,000
Out of pocket max (individual / family)		\$6,350	/\$12,700	\$9,000 / \$18,000
Office visit copay (PCP / specialist)		30%	/ 30%	ded, 0%
Inpatient hospitalization		ded	, 30%	ded, 0%
Prescription drugs		ded, \$9 ,	/\$35 /\$35	ded, \$0 / \$0
Single	4	\$808.80	\$842.40	\$744.00
Employee + Child(ren)	0	\$1,280.40	\$1,334.40	\$1,177.20
Monthly premium	4	\$3,235	\$3,370	\$2,976
Relationship to current \$			\$134	(\$259)
Relationship to current %			4.2%	-8.0%
WABE Enrollment				
Single	40	\$808.80	\$842.40	\$744.00
Monthly premium	40	\$32,352	\$33,696	\$29,760
Relationship to current \$			\$1,344	(\$2,592)
Relationship to current %			4.2%	-8.0%

Current HSA \$5,000 enrollments: 1 Briggs, 2 Mesa, 1 Santa Clara

#### **SISC Opt Out Provisions**

SISC requires 100% participation of full-time employees (FTE ≥ 90%) in SISC sponsored medical plans or **WABE** and adherence to SISC Health Benefit Manual Guidelines.

#### **WABE Includes**

Employee Assistance Program All SISC members and family living with them may access free resources if they need help with personal concerns—emotional, marital, financial, interpersonal addiction and recovery, legal, stress, and more. Daycare and eldercare referral services are also available. Counseling services, Confidential, 24/7 access, holidays included and Free of charge—No extra cost and no paperwork.

**Expert Medical Opinion - Teladoc Medical Experts** Teladoc assists patients with any and all healthcare questions. The benefit also provides access to medical opinions from world-leading experts without having to leave home. No cost—This benefit is available to members covered on SISCmedical plans. Convenient—Members can get started with a phone call.

24/7 Physician Access - MDLive WABE members can consult with doctors and pediatricians over the phone or using online video for medical conditions such as cough, cold, fever, sore throat, flu, infection, bronchitis and children's health issues. MDLive physicians can diagnose and prescribe medication. Online behavioral health visits are also available with a licensed therapist or psychiatrist. 24/7 access, including holidays. No waiting to schedule an appointment or get a prescription. More cost-effective than the emergency room.

Health Screening Program - Health Smarts It's important to know your biometric health numbers. Health screening measures your blood pressure, cholesterol, glucose and other important health-risk indicators. You immediately receive your confidential results; no one at your school will have access to the results. Plus, every participant gets a \$25 Amazon gift code by email within 3 days of the event.

Personal Health Coaching - Vida Health Get one-on-one health coaching, therapy, chronic condition management, health trackers and other tools and resources online or via phone.

Flu Shot Program - Health Smarts It's important to get a flu shot every year. Flu shot clinics are hosted at your school and available to every WABE member and covered family members. Fast—No need to bring ID. Free—No charge to you or covered family members.

# Monthly Premium *12thly* October 1, 2024

			Alternative
All rates shown are 12thly	CURRENT 2023-2024	RENEWAL 2024-2025	RENEWAL w/WABE alt 2024-2025
PPO 100% D	PPO	PPO	PPO
Composite	\$1,826.00	\$1,917.00	\$1,917.00
\$ RELATIONSHIP TO CURRENT		\$91.00	\$91.00
% RELATIONSHIP TO CURRENT		5.0%	5.0%
PPO 90% G	PPO	PPO	PPO
Composite	\$1,698.00	\$1,782.00	\$1,782.00
\$ RELATIONSHIP TO CURRENT	<del>+-</del> ,	\$84.00	\$84.00
% RELATIONSHIP TO CURRENT		4.9%	4.9%
PPO 80% G	PPO	PPO	PPO
Composite	\$1,558.00	\$1,634.00	\$1,634.00
\$ RELATIONSHIP TO CURRENT	Ç1,538.00	\$76.00	\$76.00
% RELATIONSHIP TO CURRENT		4.9%	4.9%
PPO 80% L	PPO	PPO	PPO
Composite	\$1,324.00	\$1,397.00	\$1,397.00
\$ RELATIONSHIP TO CURRENT	\$1,324.00	\$1,397.00	\$1,397.00 \$ <b>73.00</b>
% RELATIONSHIP TO CURRENT		5.5%	5.5%
HSA \$5000	HSA \$5000	HSA \$5000	HSA \$5000
Composite	\$1,091.00	\$1,118.00	\$1,118.00
\$ RELATIONSHIP TO CURRENT		\$27.00	\$27.00
% RELATIONSHIP TO CURRENT		2.5%	2.5%
2-Tier HSA \$5000	PPO	2-Tier HSA \$5000	alt 2-Tier MEC \$9000
Single	\$674.00	\$702.00	\$620.00
EE +Ch	\$1,067.00	\$1,112.00	\$981.00
\$ RELATIONSHIP TO CURRENT		\$28.00 & \$45.00	(\$54.00) & (\$86.00)
% RELATIONSHIP TO CURRENT		4.2%	-8.0%
Kaiser	НМО	НМО	нмо
Composite	\$1,517.00	\$1,596.00	\$1,596.00
\$ RELATIONSHIP TO CURRENT		\$79.00	\$79.00
% RELATIONSHIP TO CURRENT		5.2%	5.2%

# Monthly Premium *12thly* October 1, 2024

			Alternative
All rates shown are 12thly	CURRENT 2023-2024	RENEWAL 2024-2025	RENEWAL w/WABE alt 2024-2025
WABE	WABE	WABE	alt WABE
Composite	\$674.00	\$702.00	\$620.00
\$ RELATIONSHIP TO CURRENT		\$28.00	(\$54.00)
% RELATIONSHIP TO CURRENT		4.2%	-8.0%
Dental PPO	PPO	PPO	PPO
Composite	\$81.60	\$81.60	\$81.60
\$ RELATIONSHIP TO CURRENT		\$0.00	\$0.00
% RELATIONSHIP TO CURRENT		0.0%	0.0%
Vision	Vision	Vision	Vision
Composite	\$18.10	\$18.10	\$18.10
\$ RELATIONSHIP TO CURRENT		\$0.00	\$0.00
% RELATIONSHIP TO CURRENT		0.0%	0.0%

NOTE: Employee counts determined from the SISC invoices.

#### **Disclosures**

The information contained in this Marketing Summary Report was obtained from insurance carrier proposals. It is intended to be used for comparative rate and benefit purposes only. If there are any discrepancies in the actual insurance carrier benefits summary and the following benefits summary, the insurance company contract will prevail.

- 1. The following renewal premium rates may include an estimated allocation for fees imposed on health insurers as a result of The Patient Protection and Affordable Care Act that become effective on January 1, 2014. Accordingly, the health insurers have reserved the right to modify these rates subsequent to the effective date of this renewal in the event the estimated amount be materially understated or unanticipated legislative action results in an additional fee assessment to the insurer(s).
- 2. The following rate and benefit analysis is based upon the financial and underwriting information compiled from your existing company benefit plan data. In the event of significant enrollment change, or if we are missing benefit eligible employee census data, the terms and conditions, premium, or even availability of the insurance plan rates and benefits included in this summary may change. If changing carriers, actual rates will be based upon insurance carrier approval based and final enrollment.
- 3. This market summary proposal is intended to reflect accurate premium costs of the plans benefits under consideration for illustrative purposes. Please refer to the insurance carrier's proposed plan benefit summary for actual terms, conditions, limitations, and exclusions. If there is a discrepancy in this marketing summary proposal and the insurance carrier plan benefits, the insurance carrier plan benefits will prevail.
- 4. Insurance carrier plan administration, billing procedures, and network providers vary by company and should be reviewed prior to any carrier change.
- 5. Active at work take-over provision: It is imperative any new carrier be notified of any employee or dependent who is hospitalized or otherwise disabled and not actively at work on the effective date of any new contract as coverage may not be available for these individuals.

From: Shalen Bishop <shalen.bishop@peak-prep.org>

**Sent:** Wednesday, April 10, 2024 10:58 AM **To:** Rudy Calasin < RuCalasin@vcoe.org> **Subject:** Non-Renewal Notification

Hi Rudy,

This is official notice that the Board has voted to not renew our agreement for the 24-25 school year. We are very thankful for BSA and the support you have provided for us.

Please know this is a financial decision and we have been very thankful for the services you have provided and the work you performed.

Best,

#### Dr. Shalen Bishop

#### **Executive Director**

#### **Peak Prep Pleasant Valley**

Mobile: 805-222-0025

Email: Shalen.Bishop@peak-prep.org

Website: <a href="peak-prep.org">peak-prep.org</a>

Address: 2150 Pickwick Drive #304 Camarillo, CA 93010



#### **Board Agenda Item**

To: VCSBSA

From: Tami Peterson, Chief Business Official

**Date:** April 26, 2024

Re: FY 2024-2025 HOLIDAY SCHEDULE

The VCSBSA Holiday Schedule was developed following the holidays identified by board policy. The Holiday dates follow the VCOE calendar, when possible, for ease of accessibility to the building. Recommended holidays are as follows:

Date of Observance	Holiday	
July 4, 2024	Independence Day	
September 2, 2024	Labor Day	
November 11, 2024	Veteran's Day	
November 28 & 29, 2024	Thanksgiving	
December 24 & 25, 2024	Winter Break	
December 31, 2024 & January 1, 2025	New Year's	
January 20, 2025	Martin Luther King, Jr. Day	
February 14, 2025	Lincoln's Birthday	
February 17, 2025	Washington's Birthday	
April 18, 2025	Spring Break	
May 26, 2025	Memorial Day	
June 19, 2025	Juneteenth	

#### **ITEM PROPOSED FOR:**

Approval